

**REUNION METROPOLITAN DISTRICT  
SPECIAL MEETING AGENDA**

August 4, 2020  
6:00 p.m.

Due to current circumstances related to COVID-19, this meeting will be held electronically via ZOOM.  
See below for the link and information necessary to access the ZOOM meeting.

Join Zoom Meeting  
<https://zoom.us/j/98560355910?pwd=YzZDKy96MzhDM0cvaHhRcmUxek9VUT09>  
Meeting ID: 985 6035 5910  
Passcode: 024161  
Find your local number: <https://zoom.us/u/abfl14WJhD>

**Reunion Metropolitan District**

Kelly Leid, President	Term to May 2023
Brett Price, Vice President	Term to May 2022
Bruce Rau, Treasurer	Term to May 2022
Teresa Kershnik, Assistant Secretary	Term to May 2023
Tim E. Roberts, Assistant Secretary	Term to May 2023

**AGENDA**

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
5. Consent Agenda
  - A. Review and Approve Minutes of the June 10, 2020 Special Board Meeting (enclosed) **PAGE 5**

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6. Manager Matters
  - A. Parks/Irrigation Manager’s Report (enclosed) **PAGE 12**

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B. Review and Consider Approval of Proposal for Pump Station Upgrade with Watertronics in the amount of \$48,198 (enclosed) **PAGE 13**

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C. Review and Consider Approval of Lease for Construction Purposes between the District and Metro Wastewater Reclamation District (enclosed) **PAGE 18**

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D. Operations Manager's Report (enclosed) **PAGE 22**

1. COVID-19 Update

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E. HOA Manager's Report (enclosed) **PAGE 26**

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F. Community Relations and District Website Update

1. Community Advisory Committee Start-Up
2. Discuss Resident Suggestions Submittal

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G. Discuss Transfer of Southlawn Pool to Reunion Metropolitan District

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7. Legal Matters

A. Review and Consider Approval of Social Media Policy (enclosed) **PAGE 27**

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B. Review and Consider Approval of Sixteenth Addendum to Funding and Reimbursement Agreement between the District and Clayton Properties Group II, Inc. (enclosed) **PAGE 30**

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8. Engineer Matters

A. Review and Consider Award of Contract to install irrigation and landscape improvements for 112<sup>th</sup> Avenue between Chambers Road and Parkside Drive North (enclosed) **PAGE 75**

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B. Review and Consider Award of Contract between the District and Brightview for Filing No. 26A Landscaping (enclosure) **PAGE 269**

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C. Review and Consider Award of Contract between the District and JR Engineering for Construction Management related to the installation of the Filing No. 26A Landscaping (enclosure) **PAGE 283**

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- D. Review and Consider Award of Contract between the District and Brightview for Filing No. 37 Landscaping (enclosure) **PAGE 323**
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- E. Review and Consider Award of Contract between the District and JR Engineering for Construction Management related to the installation of the Filing No. 37 Landscaping (enclosure) **PAGE 356**
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- F. Review and Consider Award of Contract between the District and Wester States Reclamation for the construction of Walden Street/104<sup>th</sup> Avenue Intersection/Signal (enclosure) **PAGE 383**
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- G. Review and Consider Award of Contract between the District and JR Engineering for Construction Management related to the construction of Walden Street/104<sup>th</sup> Avenue Intersection/Signal (enclosed) **PAGE 437**
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- H. Review and Consider Approval of Contract between the District and JR Engineering for the Design of District Infrastructure to Service Development located at the southeast corner of Chambers Road and 112<sup>th</sup> Avenue (Parcel 7A) (enclosed) **PAGE 463**
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- I. Review and Consider Approval of Contract between the District and JR Engineering for the Design of District Infrastructure to Service Phase 2 Development of Reunion Ridge Filing No. 2 (enclosed) **PAGE 495**
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- J. Review and Consider Approval of Contract between the District and JR Engineering for Design of Chambers Road, Servicing Reunion Village 8 and Parcel 7A (enclosed) **PAGE 526**
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- K. Review and Consider Approval of Contract between the District and Brightview for 112<sup>th</sup> Avenue Regional Detention Pond Maintenance (enclosed) **PAGE 553**
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- L. Review and Consider Chang Order #3 to Agreement with HEI Civil for 112<sup>th</sup> Avenue Phase 1 Improvements (enclosed) **PAGE 572**
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- M. Review and Consider Conveyance of Property and Drainage Easement to the City of Commerce City for 100<sup>th</sup> Avenue Right-of-way (enclosed) **PAGE 638**
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9. Financial Matters

A. Review, Ratify and Consider Approval of Claims (enclosed) **PAGE 641**

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B. Review and Consider Acceptance of the June 30, 2020 Unaudited Draft Financial Statements (enclosed) **PAGE 645**

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C. Discussion Regarding Recreation Center Fees

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10. Other Business

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11. Adjournment



RECORD OF PROCEEDINGS

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**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
REUNION METROPOLITAN DISTRICT  
HELD  
JUNE 10, 2020**

A special meeting of the Board of Directors of the Reunion Metropolitan District was held Wednesday, June 10, 2020, at 3:30 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via ZOOM. The meeting was open to the public.

In attendance were Directors:

Kelly Leid  
Brett Price  
Bruce Rau  
Teresa Kershisnik  
Tim Roberts

Also in attendance were:

Matthew Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP  
Kristen Bear, Esq.; White Bear Ankele Tanaka & Waldron P.C.  
Steve Follweiler, Matt Darby and Raul Martinez; Reunion Metropolitan District  
Aaron Clutter; JR Engineering  
Jim Bogner; MSI  
Ty Holmon; Haynie and Company  
Roger Japp, Anna Phillips, Susan Good and Doug Burns; North Range MD No. 1, North Range Metropolitan District No. 1, Subdistrict No. 1 and North Range Metropolitan District No. 1, Subdistrict No. 2 Board Members  
Brandon Reed, AJ Heiser and Tiffanie Graham; North Range MD No. 2 and North Range Metropolitan District No. 2, Subdistrict No. 1 Board Members  
Ronna Sanchez; resident  
Maggie Jagger; resident  
Kevin Shaw; resident  
Rick Wilson; resident  
Steven Douglas; resident

Call to Order

Director Leid called the meeting to order at 3:32 p.m.

Declaration of  
Quorum

A quorum was confirmed.

RECORD OF PROCEEDINGS

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Disclosures and  
Potential Conflicts  
of Interest

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Ms. Bear noted that all Directors' Disclosure Statements have been filed. The Board noted that there are no additional conflicts to those filed with the Secretary of State pursuant to statute.

Results of May 5,  
2020 Election

A. Election of Officers

Ms. Bear discussed the results of the May 5, 2020 election. Upon a motion duly made by Director Rau, seconded by Director Kershnik, and upon vote unanimously carried, the Board made no change to the current slate of officers.

Approve Agenda

After discussion, upon a motion duly made by Director Roberts, seconded by Director Leid, and upon vote unanimously carried, the Board approved the agenda as amended moving the Audit discussion as the first item for discussion.

Public Comments

None.

CONSENT AGENDA

- A. Review and Approve Minutes of the March 27, 2020 Special Board Meeting
- B. Ratify Approval of Resolution Authorizing Temporary Suspension of New Late Fees and Interest and Temporary Modifications to the Collections, Foreclosure and Covenant Enforcement Process
- C. Ratify Independent Contractor Agreement with Slide Experts
- D. Resolution Extending Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings for Reunion Metropolitan District
- E. Review and consider approval of Termination of Sixth Addendum to Funding and Reimbursement Agreement between Reunion Metropolitan District and Clayton Properties Group II, Inc.

After discussion, upon a motion duly made by Director Rau, seconded by Director Leid, and upon vote unanimously carried, the Board approved the Consent Agenda.

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Review and Consider Approval of 2019 Draft Audit

Ty Holman with Haynie and Company reviewed the 2019 Draft Audit with the Board. He noted they will be issuing a clean opinion. Ms. Clymer reviewed additional information with the Board, noting that the audit will be filed with the Secretary of State by the July 31<sup>st</sup> deadline.

After discussion, upon a motion duly made by Director Kershisknik, seconded by Director Roberts, and upon vote unanimously carried, the Board approved the 2019 Draft Audit, subject to final legal review, and authorized staff to file same with the Secretary of State by July 31, 2020.

7. Manager Matters

## A. Parks/Irrigation Manager's Report

## 1. Ratify Approval of Vendor Recommendation for 2020 Tree Replacements

Raul Martinez reviewed the enclosed report with the Board, noting his recommendation to select Anderson Greenscapes for the planting of new trees. He stated they were the lowest bidder and provide a certified arborist. He noted that they also provide a discount for subsequent years. Mr. Urkoski noted that this recommendation is for approval not ratification. After discussion, upon a motion duly made by Director Rau, seconded by Director Leid, and upon vote unanimously carried, the Board approved the vendor recommendation of Anderson Greenscapes for 2020 tree replacements.

## B. Operations Manager's Report

Mr. Follweiler reviewed the Operations Managers' Report with the Board.

## 1. COVID-19 Reopening Process Overview (Pool, Events, etc.)

Director Leid reviewed the reopening process and decision process to date. He reviewed the state guidelines, other pools in the area as well as resident and staff health considerations.

Mr. Follweiler reviewed the CDPHE guidelines and some of the protocols in place, noting that the "family swim" will be difficult to regulate in the COVID-19 environment.

Director Leid reported the rec center, playgrounds, events and farmers market are all moving ahead. The recommendation for the pools is to only allow lap swimming if the pools are open, stressing the health and safety of residents and staff.

Director Kershisknik asked about the status of Commerce City opening. Mr. Follweiler reported that they are closed for the season, along with many other area pools including Commerce City Pools and Waterworld.

RECORD OF PROCEEDINGS

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Director Roberts stated that the financial burden does not justify the limited use. Director Rau asked about the cost of filling the pools without using them.

Director Leid and Mr. Urkoski stated that there will likely be cost savings if the pools do not open. Mr. Urkoski also noted that there is a 30-day notice to cancel the YMCA contract.

Director Rau concurred that opening the pools for lap swimming only may be too extreme a financial burden as check-ins, monitoring, temperature testing, etc. will require extended staff and operations. Director Rau moved to keep the pools closed.

Mr. Follweiler reviewed the plans to reopen the rec center including the reservation system, social distancing safety measures and cleaning.

Director Leid's recommendation is to reopen the playgrounds, reopen the rec center with restrictions in place, and to not open the pools. He also requested staff to prepare a financial analysis for the August meeting for Board review.

After discussion, upon a motion duly made by Director Rau, seconded by Director Roberts, and upon vote unanimously carried, the Board approved Director Leid's recommendations. Director Leid expressed appreciation for the staff for all of the work put into the effort. Director Kershisnik noted that safety is paramount and the guidelines have changed. She also thanked the staff for all of their work put into this effort. Mr. Urkoski thanked the resident Steering Committee for their earlier input in the discussion.

2. Review Recommendation for Fitness Equipment Purchase and Summer Projects

Mr. Follweiler reviewed the proposal and contract terms. Director Kershisnik asked if this was in budget. Mr. Follweiler noted that the expense was allocated for within the 2020 budget. Mr. Follweiler recommended a 3-year lease in order to preserve interest payment expenses. Director Rau asked for clarification regarding a lease vs. lease to own. Mr. Follweiler clarified.

After discussion, upon a motion duly made by Director Leid, seconded by director Rau, and upon vote unanimously carried, the Board approved a 3-year lease to own agreement with Macrolease Corporation.

3. Review and consider Approval of Independent Contractor Agreement with Night Musick, Inc. for Fireworks Display

Mr. Follweiler reviewed the agreement with the Board. Director Kershisnik asked about the cost increase and timing, noting that if there is no clear direction from the state by July 15<sup>th</sup>, cancelation is anticipated per the terms of the contract. Director Kershisnik asked for follow-up on July 15<sup>th</sup> with the Board.

RECORD OF PROCEEDINGS

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After discussion, upon a motion duly made by Director Kershisnik, seconded by Director Roberts, and upon vote unanimously carried, the Board approved the Independent Contractor Agreement with Night Musick, Inc. for the fireworks display.

C. HOA Manager's Report

Jim Bogner reviewed the enclosed report with the Board, noting that the District landscape looks better than ever as many homeowners are spending more time at home.

D. Community Relations and District Website Update

1. Community Advisory Committee Start-Up
2. Discuss Resident Suggestions Submittal

Mr. Urkoski reviewed the website, noting the high usage. Director Leid concurred.

E. Discuss Transfer of Southlawn Pool to Reunion Metropolitan District

The item was tabled to the August Board Meeting. Ms. Bear will coordinate with Director Leid to finalize.

Legal Matters

A. Review and consider approval of Intergovernmental Agreement between Reunion Metropolitan and South Adams County Water and Sanitation District Activity Enterprise related to construction and cost sharing of improvements related to Phase 1 of the Reunion Ridge Filing No. 1 Infrastructure Project

Ms. Bear reviewed the improvements at the approximate cost of \$413,000. After discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved the Intergovernmental Agreement between Reunion Metropolitan and South Adams County Water and Sanitation District Activity Enterprise related to construction and cost sharing of improvements related to Phase 1 of the Reunion Ridge Filing No. 1 Infrastructure Project.

B. Review and Consider Approval of Assignment of Supplemental Declaration for Reunion Horizon and Meridian (Filing No. 35 and Filing No. 35 1<sup>st</sup> Amendment) from North Range Metropolitan District No. 2 to Reunion Metropolitan District

Ms. Bear reviewed the Assignment of Supplemental Declaration with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Kershisnik, and upon vote unanimously carried, the Board approved the Supplemental

RECORD OF PROCEEDINGS

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Declaration for Reunion Horizon and Meridian (Filing No. 35 and Filing No. 35 1<sup>st</sup> Amendment) from North Range Metropolitan District No. 2 to Reunion Metropolitan District.

- C. Review and consider approval of Fifteenth Addendum to the Funding and Reimbursement Agreement with Clayton Properties LLC for the 100<sup>th</sup> Avenue Construction

Ms. Bear reviewed the Fifteenth Addendum with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Leid, and upon vote unanimously carried, the Board approved the Fifteenth Addendum to the Funding and Reimbursement Agreement with Clayton Properties LLC for the 100<sup>th</sup> Avenue Construction.

- D. Review and consider approval of Special Warranty Deed from Swink Family Farms LLP to Reunion for 100<sup>th</sup> Avenue right-of-way

Ms. Bear reviewed the Special Warranty Deed with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Leid, and upon vote unanimously carried, the Board approved the Special Warranty Deed from Swink Family Farms LLLP to Reunion for 100<sup>th</sup> Avenue right-of-way.

Engineer Matters

- A. Change Orders

1. Review and consider approval of Change Order No. 2 for 112<sup>th</sup> Avenue Phase 1 Improvements Project between Hudick Excavating Inc. dba HEI Civil and Reunion Metropolitan District -\$75,566.42

Mr. Clutter reviewed the Change Order with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Leid, and upon vote unanimously carried, the Board approved Change Order No. 2 for 112<sup>th</sup> Avenue Phase 1 Improvements Project between Hudick Excavating Inc. dba HEI Civil and Reunion Metropolitan District in the amount of \$75,566.42.

- B. Review and consider approval of Awarding a Construction Contract to ESCO for 100 Avenue from Walden Street to Tower Road

Mr. Clutter reviewed the Construction Contract with the Board. After discussion, motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved the Award of a Construction Contract to ESCO for 100 Avenue from Walden Street to Tower Road.

- C. Review and consider approval of proposal from United Power for installation of additional street lighting located at E. 112<sup>th</sup> Ave and E. 110<sup>th</sup> Ave. in the amount of \$46,003.40

RECORD OF PROCEEDINGS

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Mr. Clutter reviewed the proposal with the Board. After discussion, upon a motion duly made by Director Leid, seconded by Director Roberts, and upon vote unanimously carried, the Board approved the proposal from United Power for installation of additional street lighting located at E. 112<sup>th</sup> Ave and E. 110<sup>th</sup> Ave. in the amount of \$46,003.40.

Financial Matters

## A. Review, Ratify and Consider Approval of Claims

Ms. Clymer reviewed the claims. After review and discussion, upon a motion duly made by Director Roberts, seconded by Director Kershnik, and upon vote unanimously carried, the Board approved and/or ratified approval of the claims in the amount of \$5,904,006.07.

## B. Review and Consider Acceptance of the March 31, 2020 Unaudited Draft Financial Statements

Ms. Clymer reviewed the Unaudited Financial Statements with the Board. After discussion, upon a motion duly made by Director Rau, seconded by Director Price, and upon vote unanimously carried, the Board accepted the March 31, 2020 Unaudited Draft Financial Statements.

Other Business

None.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 5:08 p.m.

The foregoing record constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Secretary for the Meeting



## **Reunion Metro District Parks and Irrigation Manager Report August 4, 2020**

### **Irrigation:**

- Normal weekly irrigation repairs being done
- All clock repairs being addressed
- Compressor for fall blow-out reserved
- Continue to monitor and manage new Irrigation installation throughout the District

### **Landscape:**

- Mulch around Reunion to specific areas previously discussed with Board was completed in late June
- South Lawn Park and Reunion Park field maintenance is scheduled for early September including top dressing, over seeding, etc.
- Fall fertilizer application scheduled for mid-September
- Started pruning trees along paths to clear any obstructions
- Phase 2 of Landscape and Irrigation final acceptance along filings 23,25,19,26 and 20 scheduled to be completed by Oct. 2020
- Removal of 90% of all dead trees completed in July. Remaining tree removal scheduled to be completed in August.
- Second treatment of trees scheduled for fall
- The Planting of 125 trees throughout Reunion Community was completed in early July. District is watering the trees at least once a week to help w

### **Board Discussion:**

- Would like the Reunion Board to discuss allowing the funds budgeted for the purchase of a new truck to be reallocated to allow for the purchase of the new control system for the Pump station.
- I received several bids all about the same cost around 50k. I recommend going with the Watertronics at \$48,198.00 for the following reasons. 1. They have been in the business of pump control stations for a long time and have a great reputation. They provide excellent service and offer a 5 year warranty. They offer the ability to receive text and emails when issues occur.





Watertronics  
 P O Box 530  
 Hartland, WI 53029  
 262-367-5000 PH  
 262-367-5551 FX

**CONTROL PANEL PROPOSAL**  
**Variable Speed Virtual Vision III Control System**

<b>Customer:</b>	Reunion Metro District	<b>Date:</b>	June 12, 2020
<b>Attn:</b>	Raul Martinez	<b>Quotation #:</b>	061220Reunion-esp
<b>Phone #:</b>	720-339-6449	<b>Project Name:</b>	Reunion
<b>Fax #:</b>		<b>Location:</b>	Wyoming
<b>Email:</b>		<b>Quoted By:</b>	Bryan Campbell
<b>CC:</b>		<b>Email</b>	Bryan.Campbell@Watertronics.com

**STATION PERFORMANCE:** 2250 GPM @ 110 PSI

**POWER REQUIREMENT:** Power shall be 460 volt, 3 phase, 60 hertz.

**Note: See Power Supply in the Terms and Conditions Section below for more information.**

**MODEL DESCRIPTION:** CPVT(V)-1-(75x3/5ST)-460-3-2250-110

**Project Scope:** Variable speed (VFD) steel NEMA 4 control panel, intended to retrofit or upgrade existing pumping stations. Panel is proposed to be set adjacent to, or on a pump station which is installed **inside** an **existing** weather resistant building, as furnished by the owner. Controls will be an Industrial grade PLC with a color touch screen operator interface device and software programming written specifically for this project—with information given at time of design or order.

**Note: Motor leads, connecting control system wiring and conduit is not included unless specified below.**

**STANDARD CONTROLS & EQUIPMENT INCLUDE:**

- U.L. listed NEMA 4 master control panel assembly with **400** amp main disconnect and interior lighting package
- **Water to air heat exchanger** for control panel. Heat exchanger includes 20 ft. of inlet and outlet tubing, throttle gate valve, wye strainer, solenoid valve, 20 ft flexible conduit, wire for solenoid and required fittings for connection to water source on station.
- Microprocessor controls with AccuWare station software to maintain constant pressure at variable flow
- VirtualVision III Color Touchscreen operator interface device with active matrix LCD display featuring:
  - Digital flow (GPM) and pressure (PSI) display
  - Both cumulative and resettable gallons pumped indicators
  - Pump ready/running status with elapsed run time display per pump
  - Flow-based pressure regulation to match discharge pressure with irrigation demand
  - Individual motor overload reporting
  - Minute by minute data logging saved to a removable flash RAM card
  - 32MB card to store approximately 12 months of data
  - Historic & real time X-Y plotting of pump station operation
  - Filter controls as required
  - Alarm log file
  - Ability to change system parameters such as setpoint pressure, time delays
  - Fertigation graphic and control interface when sold with a Watertronics EZ Feed Injection Package
- Alarm conditions w/safety shut down, condition time stamp & automatic diagnostic system:

- Automatic re-pressurization after fault condition
- Low discharge pressure shutdown
- High discharge pressure shutdown
- Individual motor overload/phase loss
- VFD fault shutdown
- Low water level shutdown

- **75 HP** Variable frequency drive sequenced between all main pumps, rated for the motor horsepower
- Dual mechanical interlocking output contactors for auto-alternation of main pumps & manual override
- Individual MSP breaker type motor protection w/electronic overload and rotary handle power disconnect for pumps running X-Line.
- Transient/surge protection package for 480 volt and analog circuits
- Complete assembly, calibration and static run test prior to shipment
- **1 electronic** operation and maintenance manual(s)
- Access to Watertronics customer service technical phone support, technicians on call 24/7
- Access to Watertronics factory authorized service technician

**ADDITIONAL EQUIPMENT & SERVICES INCLUDED WITH CONTROL PANEL:**

- Stainless steel pressure transducer with 20 ft. of cable and a pressure gage with ball valve, fittings, etc. for manifold mounting.
- Wye strainer controls
- Self-cleaning inlet strainer controls

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**PUMP STATION PRICE (INCLUDES ALL ABOVE):** **\$ 48,198.00**

**Adders not included in above base price:**

Local Set-Up by Watertronics.....	Included
• Includes one trip to site, one day on site by PSN provider or WT technician	
Local Start-Up by Watertronics.....	Included
• Includes one trip to site, one day on site by PSN provider or WT technician	
• Site must be fully ready to avoid additional trips and further charges	
Crane To Off-Load and Set Pump Station.....	Not Included
Sales Tax.....	Not Included
<b>Domestic US - Packaging &amp; Freight from Factory to Job Site: FOB Factory.....</b>	<b>Included</b>

**Shipment: Estimated 9 weeks after receipt of signed contract and drawing approval. A firm delivery date will be established and transmitted within 5 days of receipt of all final details and documents.**

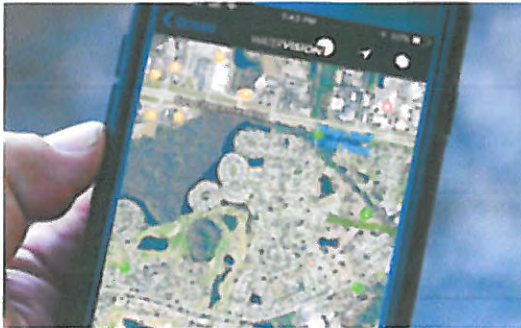
**OPTIONAL EQUIPMENT NOT INCLUDED IN TOTAL PANEL PRICE:** **PRICE    ACCEPTED**  
 (Indicate acceptance of an Option by initialing each one being added to purchase)

- **Watervision Cloud Cellular with 5 year warranty:** Web-based monitoring accessible from most web-enabled devices, including PCs, tablets and mobile devices. Compatible with popular browsers; Internet Explorer, Firefox, and Chrome. Monitor system pressure and flow, system set-points pump status, and alarms. Remotely reset system alarms and Enable or Disable the pump station. Pre-configured reports and trending of stored data with 2 years of historical data available. Pump station data is sent to secure, online data servers that are accessible worldwide 24/7/365. Configure alarm event messages to be sent to multiple e-mail addresses and/or via SMS text messaging to mobile devices. Monitor multiple systems locally, regionally or worldwide - from a single user login. View status of multiple systems properties via Google Map view. Multi-user capability with Manager, Viewer or e-mail/SMS only access.

\$4,690.00    \_\_\_\_\_



## PUMPING SOLUTIONS FOR GOLF



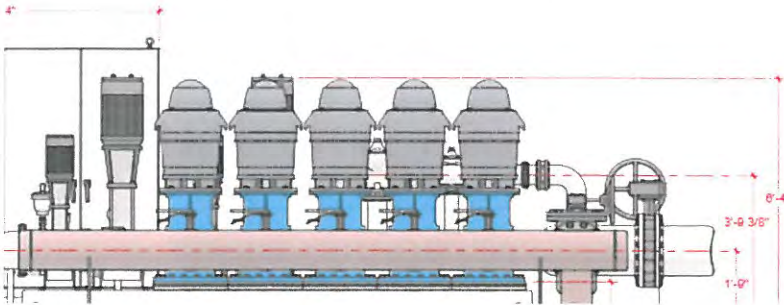


# THE WATERTRONICS DIFFERENCE.



## TRUSTED INDUSTRY RESOURCE

For over 30 years, Watertronics® experienced sales and engineering teams have led the way developing the most efficient and reliable pump stations for the Green Industry both domestic and international. With thousands of pump stations worldwide, our team is truly an industry resource for the best solutions in golf irrigation.



- Collaborate with golf course owners, superintendents and designers
- Expert on-site course evaluations
- 3D design capabilities
- 9 Regional Sales Managers and over 20 in-house engineers
- FCC Class A compliant in a commercial environment
- UL 508 panel shop
- UL-listed package pump system



## SUPERIOR SERVICE

Watertronics products are supported in the field by our exclusive Pump Service Network® (PSN) teams.



- Internal PSN support team available 24/7
- 200+ certified independent field technicians nationwide
- Technical service for installation & start-up
- User training
- Maintenance
- Aftermarket part sales for all brands of pump station

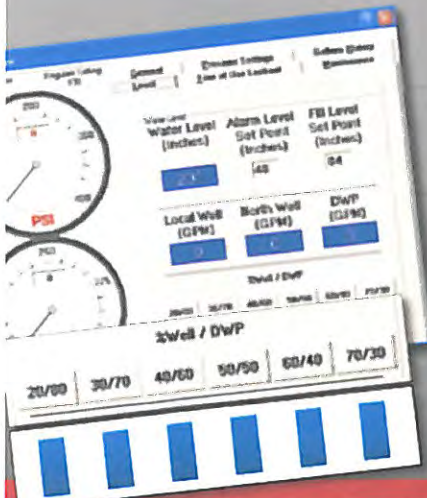
## SUSTAINABLE SOLUTIONS

One of our greatest responsibilities is the effective management of our precious resources. Watertronics is committed to developing products that minimize water and energy consumption and incorporate water treatment and filtration methods to solve the challenges facing golf courses today.

Source water blending technology automates the use of multiple water sources.

- Water filtration
- Microfiltration
- Ultrafiltration
- UV disinfection
- Ozone disinfection
- Reverse osmosis
- Fertiligation
- Softening/ion exchange

← automated source water blending at the click of a mouse





# SMARTER PUMP MANAGEMENT. REMOTELY.

From your desk or on the go, WaterVision® by Watertronics allows you to stay connected and in control when you are away from the pump station. View, manage, diagnose, and make adjustments remotely to your pump systems anytime from your phone, tablet or computer.



Search **WATERVISION**  
on the App Store®  
and Google Play.



Watch WaterVision  
in action at  
[YouTube.com/Watertronicsinc](https://www.youtube.com/Watertronicsinc)



## CENTRAL CONTROL INTEGRATION

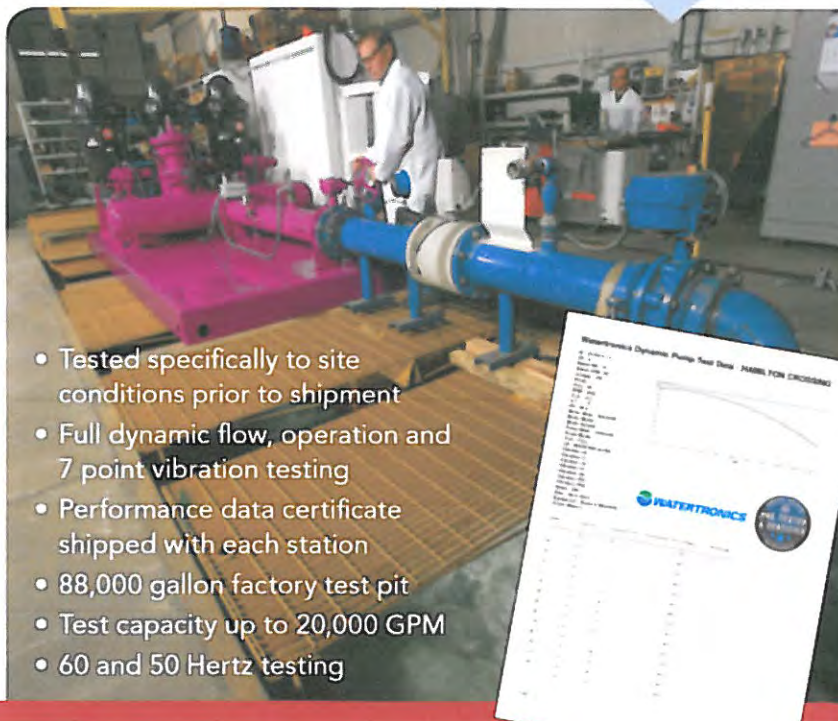
Watertronics Pump-Link® integrates your pump station with new or existing Rain Bird® or Toro® golf irrigation central controls.

Pump-Link creates two-way active communication that takes your irrigation system to another level entirely:

- Automatically responds to site conditions
- Pump status information
- Pump pressure & flow capacity
- Safety conditions
- Pumping history
- Custom responses

## PROOF OF PERFORMANCE

Offering the industry's most comprehensive pre-ship dynamic test process to ensure a quick installation and trouble-free start-up. This process fine-tunes each system to reduce set-up time and guarantees your pump station will perform exactly as promised.



- Tested specifically to site conditions prior to shipment
- Full dynamic flow, operation and 7 point vibration testing
- Performance data certificate shipped with each station
- 88,000 gallon factory test pit
- Test capacity up to 20,000 GPM
- 60 and 50 Hertz testing

## LEASE FOR CONSTRUCTION PURPOSES

This Lease is executed in duplicate effective as of \_\_\_\_\_, 20\_\_, between **Reunion Metropolitan District, a Colorado quasi-municipal corporation** ("Lessor"), whose address is 8390 East Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111, and **Metro Wastewater Reclamation District** (the "District" or "Lessee"), whose address is 6450 York Street, Denver, Colorado 80229.

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. Lessor hereby leases to the District, its successors, authorized permittees and assigns, that property located in the County of Adams, State of Colorado, described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property") for the following purposes: excavating and moving earth, dewatering treatment, storing materials, supplies, excavated materials, and equipment, surface access for District equipment and personnel, and for such other purposes as the District deems necessary in connection with its acquisition, construction and installation of a wastewater pipeline and related appurtenances. For the purposes of this Lease, the term "District" includes its contractors and other authorized permittees, agents and representatives.
  
2. The term of this Lease shall be for six (6) consecutive months commencing fourteen (14) days after the District mails a Notice of Commencement to Lessor at Lessor's address given below and expiring six (6) months later, provided that such term shall terminate no later than June 30<sup>th</sup>, 2021. The District shall pay Lessor a rental of **Five Hundred Dollars (\$500.00)** for the entire six (6) month term, in advance, at the time the Notice of Commencement is given. If District operations on the Property are not completed within the time specified above, it may hold over for such additional time not to exceed six (6) additional months as is reasonably necessary to complete said operations, at a rental rate of 1.2 times the semi-annual rental rate specified above, divided by six (6) pro-rated for each month, paid in advance. The District hereby agrees to provide reasonable written notice to Lessor in advance of the termination of the initial six (6) month period if the District determines that it intends to hold over for additional months. For the purposes of this Paragraph 2, the term "month" shall mean a calendar month. During the term of this Lease, upon written request to the District that includes proper documentation of invoices, the District shall provide a one-time reimbursement for any legal costs or expenses incurred by Lessor related to the review and execution of this Lease in an amount not to exceed **Two Thousand Dollars (\$2,000.00)**.
  
3. The District shall have the right to remove any existing trees, bushes, shrubbery, undergrowth, as well as any personal property, fixture and other obstructions located on the Property interfering with the stated use of the Property during the term of its occupancy thereof.
  
4. The District shall have the right of ingress to and egress from the Property over and across adjoining lands of Lessor by means of roads and lanes thereon if such there be, otherwise by such route and routes as shall occasion the least practical damage and inconvenience to Lessor.

5. Upon the completion of construction, the District will restore the general surface of the Property and revegetate the Property with the same or similar plant materials, except crops and mature trees, existing prior to construction at its sole cost and expense. Any infrastructure owned by Lessor disturbed during the term of this lease shall be restored to its original condition or better.

6. Lessor warrants and agrees to defend Lessor's title to the Property so that the District may peaceably and quietly hold, enjoy, use and occupy the same during the term of this Lease without any hindrance, interruption, ejection or molestation by Lessor or any other person claiming through Lessor.

7. The District shall be responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of the Facilities located within the Property except to the extent such costs, claims or other expenses are caused by the acts of Grantor, or its servants or agents. The District shall be responsible for its and its employees, agents and contractors acts and omissions on the Property. The District and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. [§ 24-20-101, et seq., as amended, or otherwise available to the District and its officers, attorneys or employees.](#)

8. The benefits and burdens of this Lease shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

9. Should any one or more provisions of this Lease be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Lease, the intent being that the various sections and provisions hereof are severable.

10. This writing constitutes the whole agreement between the parties, and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

11. The following special provisions requested by Lessor are made a part of this Lease:

- a. The District's contractors shall obtain and at all times maintain liability insurance in the amount of not less than \$1,000,000 for injuries and damages to any one person, and in the amount of \$2,000,000 for injuries and damages to persons or property arising out of any one occurrence, naming Lessor as an additional insured.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

**LESSOR: REUNION METROPOLITAN DISTRICT,  
a Colorado quasi-municipal corporation**

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

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

Lessor's Address:

8390 East Crescent Parkway, Suite 500  
Greenwood Village, CO 80111

**METRO WASTEWATER RECLAMATION DISTRICT**

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

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



**Exhibit A**

[Insert survey exhibit from Merrick]



## **Operations and Facilities Manager Board Report Board Meeting: Tuesday, August 4, 2020**

### ***Select District and Facility Information***

#### **Recreation Center**

The Reunion Recreation Center re-opened on Monday, June 15. Due to the pandemic, we continue with a phased approach to the re-opening. Our modified hours are Mon-Fri-730a-7p, Sat-10a-5p, and Sun 1130a-5p. We remain opened for an hour, then close for 30 minutes to clean, sanitize and disinfect. This pattern continues throughout the day.

To use the Recreation Center, which is currently limited to our workout equipment only, each person must reserve a spot. A maximum of seven, 1-hour workouts are allowed per person/ per week. With the Governor's order regarding facemasks, and Tri-County Health amending/adding to this order, all Center users are required to wear a mask, including those working out.

From June 15-30, we had 589 reservations. From July 1-27, we had 1198 reservations. The total since re-opening; 1787 reservations.

#### **Metro Denver Farmer's Market**

We continue to host the weekly Sunday markets in the Reunion Recreation Center parking lot. Events are held on Sundays from June 14-September 27, from 10a-2p. Markets are fairly well attended.

#### **Fitness Equipment**

We continue with the paperwork for the lease of the fitness equipment. This equipment should arrive in 2-3 months.

#### **Labor Day**

The Reunion Recreation Center will be closed on Labor Day, September 7.

---

## ***Calendar of Events for 2020***

### Red, White and Bluefest

Due to COVID-19, this event and the fireworks were cancelled. In place of Red, White and Bluefest, we are looking to offer a smaller-scale Harvest/Fall Fair in October.

### Movie Nights at Reunion Park

The Movie Night events were cancelled due to COVID-19. Partnering with Landing Place Church, we are looking to do a drive thru event on Saturday, August 8. This event would have people drive up and receive goodie bags with a \$5 movie coupons, popcorn and candy. This event will utilize the Recreation Center Pool parking lot.

### BeerFest

Due to COVID-19, this event has been cancelled for 2020. We'll bring it back in 2021.

### Shine On Car Show – Saturday, September 12 – event in partnership with Landing Place Church

As of now, this event is on as scheduled. A decision regarding the fate of this event will be made soon.

### Trunk or Treat – Sunday, October 25 – event in partnership with Landing Place Church

As of now, this event is on as scheduled. A decision regarding the fate of this event will be made soon.

### Holiday Happenings – Saturday, December 19 – held at the Reunion Recreation Center

As of now, this event is on as scheduled.

### Hot Dog Days of Summer and Food Truck Thursdays

Due to the pandemic, we look to continue these events; however, we have moved some of these dates and made a few changes. These events will be more of a 'grab and go' feel as people will receive food and enjoy at home. The new proposed dates are:

Hot Dog Days of Summer (held in the Reunion Recreation Center parking lot) – August 18 and Sept 1.

Food Truck Thursdays (held at various locations in Reunion) – August 20, 25, 27, September 3, 8, 10.

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## ***Programs***

### Tball/Coach Pitch

The current recreational league began July 6 and will conclude on August 19. Designed for coed, ages 3-8, this league has a total of 93 participants.

### CARA Youth Volleyball League

The next CARA Volleyball League will begin the last week in August. League games and practices will take place until late October. This league is designed for coed, grades 2 to 8.

### Youth Soccer League

The next league will begin September 8 and will end on October 24. This league currently has 90 participants (transferred from the cancelled Spring league). These leagues are designed for coed youth, ages 3-12.

### I-9 Sports Flag Football and Lacrosse

These next leagues will begin September and run until the end of October. They will be designed for coed, grades Kindergarten to 6<sup>th</sup> grade.

### Preschool

Our preschool will start back up in the Fall. Registration will begin on August 3.

## ***Program Numbers***

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**May 1, 2020 – July 28, 2020**

<b><u>Programs</u></b>	<b><u>District</u></b>	<b><u>Non-District</u></b>	<b><u>Revenue Collected</u></b>
Adult Fitness – Yoga	10	1	\$58.00
Kids Canvas	8	2	\$170.90
Lego Camp	2	4	\$920.00
T-ball/Coach Pitch	60	33	\$4,182.50
Soccer Shots (Youth Class)	12	0	\$316.41
----			
Totals	92	40	\$5,647.81

**REUNION METROPOLITAN DISTRICT**  
**MANAGER'S UPDATE – July 28, 2020**



Please find the attached reports valid through July 28, 2020

The most current violation log has been included in your packet and is organized by violation type.

Total # of Violations: 236

2	Basketball Goal
13	Changes Not Approved/Unauthorized change
73	Dead Tree/Dead Plants Violations
26	Dry Lawn
4	Excessive Weeds/Weeds/Weeds in Alley
2	Fence Repair/Maintenance
10	Improperly Parked Vehicle/Inoperable Vehicle
1	Landscape Material in Street
4	Late Landscaping (Active Enforcement)
7	Lawn/Landscape Maintenance
5	Minimum Planting Requirements not Met
5	Boat
0	Holiday Decorations
17	Trailer/Recreational Vehicle
36	Trash Can Violations
5	Backyard Maintenance
27	Misc. Violations: Blocking Fire Lane(1), Door Repair (1), Excessive Barking (1), Excessive Vehicle Size (4), Solid Pet Waste Not Removed (1), Unauthorized Lease (2), Backyard Maintenance (6), Missing Trees (2), Parking in Driveway Not Allowed (1), Political Signs (1), Weeds (7)

**Tribunal:**

The Tribunal did not have a meeting.

**Architectural Review:**

123 submissions were received for ARC review between June 4, 2020 and July 28, 2020. 116 of the requests have been approved, 34 were rejected/denied, Requests included patio installations, dog runs, driveway extensions, painting, gates, porch railing, sheds, outdoor lighting, landscaping, and radon systems. See attached report for additional information.

Thank you,  
 Jim Bogner

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
REUNION METROPOLITAN DISTRICT  
  
ADOPTING A SOCIAL MEDIA POLICY**

WHEREAS, Reunion Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws, rules, and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, content posted on various social media platforms, including, but not limited to Facebook, LinkedIn, Instagram, Twitter, or NextDoor (collectively, “Social Media”) that relates to District business may be a public record subject to retention and disclosure under the Colorado Open Records Act, §§ 24-72-201 *et seq.*, C.R.S.; and

WHEREAS, the Board desires to establish a policy to address the use of Social Media by the District, District Board members, and its employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD FOLLOWS:

1. District Representative. This policy shall be applicable to the District, as well as all Board designated officers, District employees, District consultants, and the District Manager, if any (each a “District Representative”). This policy shall govern the use of Social Media by a District Representative to share information online about the District.

2. Prohibited Uses. District Representatives are prohibited from using Social Media to conduct District business, or to share official District information, except when assigned as part of official duties. District Representatives shall not:

- a. Create Social Media accounts representing the District;
- b. Post individually on behalf of the District; or
- c. Use the District name, logo, or status with the District on personal Social Media accounts to imply directly, or indirectly, that personal opinions or posts are an official position or opinion of the District or the Board of Directors as a whole.

3. District Social Media Accounts. District Representatives shall obtain approval from the Board prior to setting up Social Media accounts for the primary purpose of sharing information related to the District (a “District Social Media Account”). All District Social Media Accounts must adhere to applicable laws and policies regarding copyright, records retention, records requests, e-discovery laws, the First Amendment, privacy laws, and the Americans with Disability Act. Each creator of a District Social Media Account must also establish guidelines to ensure compliance with these laws.

4. Use of Social Media. When engaging with members of the public online regarding District business, including from a personal Social Media Account, District Representatives are encouraged to:

- a. Remember their position of public responsibility, trust, and transparency;
- b. Double check the facts before posting;
- c. Be aware of posting confidential or other sensitive information;
- d. Maintain professionalism, honesty, and respect;
- e. Avoid ongoing conversations or debates;
- f. State facts and provide supporting information when responding to a negative post; and
- g. Encourage people to contact the District offline for additional information or to resolve specific issues.

5. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Resolution which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

*[Remainder of Page Intentionally Left Blank. Signature Page to Follow].*



ADOPTED this 4<sup>th</sup> day of August, 2020.

REUNION METROPOLITAN DISTRICT

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*Signature Page to Resolution Adopting a Social Media Policy*

## SIXTEENTH ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT

**Landscaping for Filing #26A**  
**Landscaping for Filing #37**  
**Infrastructure for Walden Street/104<sup>th</sup> Avenue Intersection/Signal**  
**Design of Infrastructure to Service the SE Corner of Chambers and 112<sup>th</sup> – Parcel 7A**  
**Design of Infrastructure to Service Phase 2 of Reunion Ridge Filing No. 2**  
**Design of Chambers Road to Service Reunion Village 8 and Parcel 7A**

This **SIXTEENTH ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT** (the “**Sixteenth Addendum**”) is made and entered into as of the 4th day of August, 2020, by and between **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation (the “**Developer**”)

### RECITALS

WHEREAS, the District and the Developer entered into that certain Funding and Reimbursement Agreement (Capital), dated as of December 19, 2017, as amended on July 2, 2019 (the “**Agreement**”);

WHEREAS, the Agreement sets forth requirements as to the manner in which the Developer will advance funds to the District for the provision the certain public infrastructure, and further sets forth the requirements as to the conditions under which the District shall reimburse the Developer therefore; and

WHEREAS, Exhibit A of the Agreement describes the specific improvements the District intends to construct or install (the “**Public Infrastructure**”) using advances from the Developer pursuant to the Agreement;

WHEREAS, the Agreement sets forth the Maximum Loan Amount the Developer has agreed to advance to the District for the construction or installation of the Public Infrastructure; and

WHEREAS, the District and the Developer desire to amend the Agreement to recognize additional improvements to be constructed or installed by the District which are to be subject to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein and pursuant to the terms of the Agreement, the parties hereby agree as follows:

### COVENANTS AND AGREEMENTS

1. The Developer has submitted a scope of work for the design and development of Public Infrastructure that is to be constructed by the District pursuant to the terms of the Agreement,

along with an estimated cost associated with the same (the “**Work**”), attached hereto and incorporated hereby as **Exhibits A-1 through A-6**.

2. The District has reviewed the Work and finds that it is within the scope of the permitted Public Infrastructure contemplated by the Agreement and that completion of the Work will facilitate development of the Reunion project.
3. Exhibit A of the Agreement is hereby amended to include the Work described on the **Exhibits A-1 through A-6** attached hereto. As such, the term “Public Infrastructure,” as used in the Agreement shall be deemed to include the Work described on the **Exhibits A-1 through A-6** attached hereto.
4. The Maximum Loan Amount set forth in Paragraph 1 of the Agreement is hereby increased by \$4,380,933.00 for a total Maximum Loan Amount of \$57,940,184.38.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Sixteenth Addendum on the date and year first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Sixteenth Addendum.

**DISTRICT:**

**REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

**DEVELOPER:**

**CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**(Landscaping for Filing #26A)**

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/20/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements within Filing 26A at Reunion Parkway and 106 <sup>th</sup> Avenue.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - Filing 26 Alley landscape improvements, which include tree lawn & open space landscape, site prep, fine grading, irrigation, and a one-year maintenance of the landscaping and irrigation improvements installed.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Brightview Landscape Development**.

2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 26A Landscape Improvements including miscellaneous staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.

**BACKGROUND INFORMATION**

- Filing #26A landscape and irrigation improvements are associated with the development of lots by Tri-Pointe and located within NRMD#2. Based on my discussions with the Landscape Architect no new irrigation taps are proposed and the new irrigation system will connect into the existing irrigation system constructed as part of Filing #26. Therefore no new taps or ERU's are proposed/required from SACW&SD.

**FINANCIAL DETAILS**

Directly below are the financial details for awarding the contracts associated with this board communication:

Landscaping Contract to Brightview

Total Contract Price to Brightview - **\$109,760.35**

10% Contingency - \$10,976

CM Contract with JR Engineering (13.0% of \$120k) - \$15,600

**Total Landscape Budget including Contingency and CM - \$136,336**

**Exhibit A-2**  
**(Landscaping for Filing #37)**



**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/22/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements for Filing 37 at 112 <sup>th</sup> Avenue and Parkside Drive North located in NRMD#3.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - Phase 1A & 1B - 2020 landscape improvements, which include tree lawn and open space landscape, site prep, fine grading, irrigation, sod, and a one-year maintenance of the landscaping and irrigation improvements installed.
  - Phases 2B,2C,3,4A,5,6,7 – 2021-2022 landscape improvements, which included tree lawn and open space landscape, site prep, fine grading, irrigation, sod, concrete flatwork, a park area including site furnishings, play equipment, structures & sporting equipment, and a one-year maintenance of the landscaping and irrigation improvements installed.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Brightview Landscape Development**.

2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 37 Landscape Improvements including staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.

## BACKGROUND INFORMATION

The following ERU's and SACWSD tap fees associated with Phases 1A & 1B have been approved by RMD for Tracts A, C, CC, and H:

- Tract A - 1-1/2" Water Tap and 19.43 ERUs: Total - \$102,530.87
- Tract C - 3/4" Water Tap and 0.42 ERUs: Total - \$3,086.78
- Tract CC - 3/4" Water Tap and 1.1 ERUs: Total - \$6,680.99
- Tract H - 1" Water Tap and 11.99 ERUs: Total - \$63,415.91

See attached Exhibits for tap coverage areas and phasing.

The Landscaping and Irrigation pricing from Brightview is within the original estimates provided by the landscape architect:

Phase	LA Estimate	Brightview Bid	Favorable Variance
Phase 1A	\$1,043,568.19	\$726,382.75	\$317,185.44
Phase 1B	\$34,043.42	\$32,390.53	\$1,652.89
Phase 2B	\$156,814.23	\$108,220.53	\$48,593.70
Phase 2C	\$25,652.60	\$14,420.68	\$11,231.92
Phase 3	\$12,667.30	\$7,909.74	\$4,757.56
Phase 4A	\$15,315.00	\$8,693.50	\$6,621.50
Phase 5	\$9,120.00	\$6,116.50	\$3,003.50
Phase 6	\$670,402.32	\$565,837.15	\$104,565.17
Phase 7	\$11,608.50	\$7,101.10	\$4,507.40
<b>Total</b>	<b>\$1,979,191.56</b>	<b>\$1,477,072.48</b>	<b>\$502,119.08</b>

## FINANCIAL DETAILS

Directly below are the financial details for awarding the contracts associated with this board communication:

### Landscaping Contract to Brightview

Bid Schedule F37-1A – Phase 1A – \$726,382.75

Bid Schedule F37-1B – Phase 1B – \$32,390.53

Bid Schedule F37-2B – Phase 2B – \$108,220.53

Bid Schedule F37-2C – Phase 2C – \$14,420.68

Bid Schedule F37-3 – Phase 3 – \$7,909.74

Bid Schedule F37-4A – Phase 4A – \$8,693.50

Bid Schedule F37-5 – Phase 5 – \$6,116.50

Bid Schedule F37-6 – Phase 6 – \$565,837.15

Bid Schedule F37-7 – Phase 7 – \$7,101.10

Total Contract Price to Brightview - **\$1,477,072.48**

5% Contingency - \$73,854

CM Contract to JR Engineering (7.5% of \$1.55M) - \$116,250

**Total Landscape Budget including Contingency and CM - \$1,667,176**

**The above financials do not include SACWSD Tap and ERU costs associated with Phases 2B,2C,3,4A,5,6,7**

**Exhibit A-3**  
**(Infrastructure for Walden Street/104<sup>th</sup> Avenue Intersection/Signal)**

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/27/2020	Award of Construction, Construction Assistance, Staking, and Testing Services Contracts to construct a traffic signal at Walden Street and 104 <sup>th</sup> Avenue.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - **Traffic Signal Construction** - includes curb and gutter, sidewalk, concrete pavement, traffic signal, pavement markings, and signage.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Western States Reclamation**.

2. Entering into a consultant agreement with JR Engineering to bid the project, and provided construction administration, observation, inspection, close-out services including record drawings, construction staking, and construction testing by AG Wassenaar. A detailed scope and fees are attached to this board communication for review and consideration.
3. Entering into an agreement with United Power to provide electrical service to the proposed traffic signal. (See Attached) As of the date of this communication the attached agreement includes the electrical service for the signal along with a few miscellaneous street lights located along Walden Street. I have requested United Power remove the street light work from the work order. I will forward once I have received the final quote and I have included a budget within the financial details below for just providing the electrical service to the signal.

**BACKGROUND INFORMATION**

The traffic signal improvements at 104<sup>th</sup> Avenue and Walden Street will provide warranted safety improvements at the intersection. Per the Reunion Parcels 4E, 10A, 10B, and 10I Traffic Study completed in October of 2018 by JR Engineering, this intersection meets two Warrants that satisfy the need for signalization in the existing condition. These warrants include Warrant 2 (4 Hour Vehicular Volume) and Warrant 3 (Peak Hour).

<b>FINANCIAL DETAILS</b>
--------------------------

Directly below are the financial details for awarding the contracts associated with this board communication:

**Construction Costs:**

Construction Contract to Western States Reclamation	- \$487,104.40
United Power Electric Service for the Traffic Signal	- \$7,500 ( <i>Estimated budget</i> )
10% Contingency	- <u>\$49,460</u>

**Construction Subtotal** **\$544,064**

**Construction Bidding, Assistance, Staking, and Testing Costs:**

Bidding Services	- \$10,881 (2.0%)
Construction Assistance	- \$21,763 (4.0%)
Construction Staking	- \$6,801 (1.25%)
Construction Testing	- \$5,441 (1.0%)

**Construction Bidding, Assistance, Staking, and Testing Subtotal** **\$44,886**

Total Funding Budget - **\$588,950**

**Exhibit A-4**

**(Design of Infrastructure to Service the SE Corner of Chambers and 112<sup>th</sup> – Parcel 7A)**

# Final Engineering Design Services for District Infrastructure to Service Reunion Village 7A

(Located at the SE Corner of Chambers Road and E 112<sup>th</sup> Avenue)



- Civil Engineering & Planning
- Construction Services
- Landscape Architecture
- Surveying
- Transportation
- Water Resources

July 22, 2020



**J·R ENGINEERING**

Service | Expertise | Quality

July 22, 2020



Mr. Brett Price  
Reunion Metropolitan District  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Final Engineering Design for District Infrastructure to Service Reunion Village 7A

Dear Mr. Price:

JR Engineering, LLC (JR) appreciates the opportunity to submit this proposal to provide Final Engineering Design services associated with District infrastructure to service development of Reunion Village 7A, located in Commerce City, Colorado.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client-oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

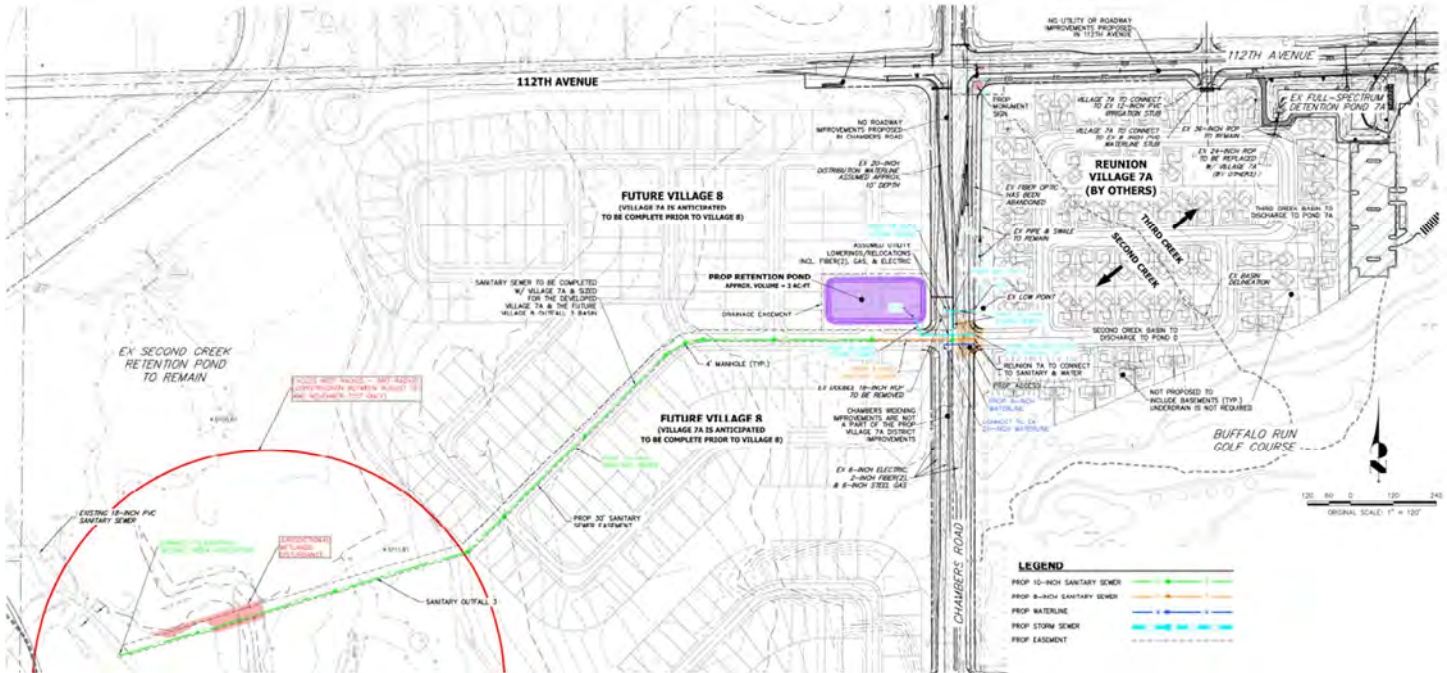
A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)



## JR Understanding

JR Engineering appreciates the opportunity to submit the following proposal for engineering services associated with District Infrastructure to service the development of Reunion Village 7A located in Commerce City, Colorado. Below is an exhibit of the anticipated infrastructure to service Reunion 7A.



The scope of services, shown on the next several pages, is based upon *Commerce City* and *South Adams County Water and Sanitation District (SACWSD)* requirements for preparing roadway construction plans, our strong understanding of the 112<sup>th</sup> Avenue and Chambers Road corridors, and previous work efforts performed for *Oakwood Homes* and the *Reunion Metropolitan District*.

## JR Approach

### TASK 1000 – DATA COLLECTION

- Design/Topographic Survey: JR Engineering will perform a design/topographic/utility survey. We will have utility locates performed along Chambers Road, and we will perform detailed utility survey and locates at all utility connections.
- SUE: JR Engineering will subcontract with SurvWest to provide utility information on existing utilities including electric, gas, and telecommunication lines. JR will stake the pothole locations. We have assumed that Quality Level B is required for the design.
- Geotechnical Investigation Report: A Geotechnical Investigation will be performed by AG Wassanaar for the District Infrastructure including the retention pond and utility infrastructure. Infiltration tests will be required to ensure that the retention pond will infiltrate in accordance with CRS §37-92-602 (8).
- Design Development and Preliminary Cost Exhibit: JR will prepare a preliminary layout for the District Infrastructure necessary to service Reunion Center including utility, roads, and drainage infrastructure. The layout and preliminary costs will be presented in an exhibit format for the District and Clayton Properties.

## TASK 2000 – FINAL CONSTRUCTION PLANS AND REPORTS

The final construction plans will be developed for the 7A District Infrastructure including the roadway, drainage, sanitary sewer, potable and non-potable water lines, trails, and the dry utilities infrastructure. The following scope of services has been broken up by Commerce City and South Adams County Water and Sanitation District submittal packages:

### Task 2100 – Commerce City Submittal Package:

- Construction Plans for the access off Chambers Road. It is anticipated that the Chambers Road Improvements will be designed to temporarily connect into the existing Chambers Road with the ultimate improvements being constructed as part of the Chambers Road improvement project from 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue.
- Cover Sheet, Notes, and Details: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will be prepared for street improvements.
- Demolition Plans: JR will prepare demolition plans for the anticipated improvements that will need to be removed at the access points along Chambers Road.
- Traffic Impact Study and Operational Analysis: JR will conduct a traffic operational analyses using the Synchro software at all new access points and necessary intersections to support the 7A Infrastructure Improvements. JR will then prepare a traffic impact study (TIS) in compliance with Commerce City standards, which includes documenting the traffic operation results and recommending mitigated improvements to address operational issues.
- Street and Intersection Improvement Plans: JR will prepare street and intersection improvement plan and profile sheets. Plans shall include plan view, centerline elevations, curb elevations shown at each PC, PT and PRC; crosspans, and curve data table. Profile view shall give the profile of each curb flowline grade including all vertical curves stationed appropriately.
- Curb Return Profiles: JR will prepare profiles for the Chambers Road curb returns and ADA Ramp details with Elevations
- Signage and Striping Plans: JR will prepare signage and striping plans for all streets. No lighting plans or electrical design is anticipated.
- Grading, Erosion, and Sediment Control Plans: JR will prepare Grading, Erosion, and Sediment Control (GESC) Plans (Initial, Interim, and Final) in conformance with State and City agency requirements.
- Other Plan Sheets: JR will prepare the following plan sheets:
  - Survey Control Diagram
  - Suggested Traffic Control Plans

### Task 2200 - Drainage Infrastructure Plans and Report:

- Task 2201-2205 – Hydrology, Hydraulics, Retention Calculations and Final Drainage Study: JR will prepare a Final Drainage Report in conformance with City drainage criteria. The report will include the hydrologic calculations based on 7A development and any other adjacent development to the roadway infrastructure. The report will also include hydraulic calculations for swales/channels and storm sewers, and drainage maps in the appendix. Infiltration calculations will show that the proposed retention pond will infiltrate in accordance with State law. Pond conceptual alternatives exhibits will be prepared and coordinated with the City to present potential stormwater treatment/detention/retention alternatives which will inform the final design, understanding that the City will need design alternative information to approve whichever stormwater pond concept is advanced.
- Task 2207 – Final Horizontal and Vertical Design of Storm Sewer: JR will design storm sewer to service the 7A parcel. The storm sewer will work with existing and proposed utility crossings and meet City criteria with respect to horizontal and vertical alignment, hydraulic capacity, and cover requirements.
- Task 2208-2209 - General Notes and Details; Standard Drainage Details: JR will prepare general notes for the drainage infrastructure improvements, and typical and special detail sheets will also be prepared.
- Task 2210-2211 - Storm Sewer Plan and Profiles; Storm Sewer Special Structural Details: JR will prepare storm sewer construction plans in conformance with the drainage study. The hydraulic grade line will be shown within the storm sewer profiles. Special structural details are anticipated for a junction box and cutoff walls.
- Task 2212- Pond Grading and Pond Plans: JR will prepare construction plans to construct a temporary retention facility or water quality pond west of Chambers Road. A temporary retention pond is likely necessary to capture



stormwater from Chambers Road and Reunion 7A before the ultimate Second Creek water quality ponds are constructed, or the City may require temporary water quality instead. A detailed retention pond grading plan will provide elevations and earthwork volumes, in addition to spillway and riprap armament details. The pond will include a maintenance plan. Any other special/structural details will be prepared and submitted.

- Task 2250 - Stormwater Management Plans and Report: JR will prepare a stormwater management plan and report for the construction of the drainage improvements. SWMP/GESC Report and Erosion Control Plans (Initial, Interim, and Final) will be prepared in conformance with State and City agency requirements.

Task 2300 – South Adams Water and Sanitation District (SACW&SD) Submittal Package (Potable Water and Sanitary Sewer Construction Plans):

- Task 2311/2321 - Cover Sheet, Notes and Details: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will also be prepared for non-potable water, potable water, and sanitary sewer improvements.
- Task 2312/2322 - Overall Utility Plan: JR will prepare an overall utility plan showing potable and non-potable water lines, sanitary sewer, and storm sewer.
- Task 2313- Potable Water Plan and Profile: JR will prepare potable water plan and profiles in conformance with SACW&SD standards and specifications. The plans will include service lateral locations and call-outs to all water fixtures including fire hydrants, valves, tees, and bends.
- Task 2323 - Sanitary Sewer Plan and Profile: JR will prepare plans for the design of the sanitary sewer main and connection to the west. The design will be in conformance with SACW&SD standards and specifications and will include plan and profile drawings of the sanitary sewer system.
- Task 2314/2324 – Bid Quantities and Cost Estimate: JR Engineering will prepare a tabulation of quantities for each utility as well as an engineer’s cost estimate.

## TASK 3000 – PERMITTING, AGREEMENT COORDINATION, EXHIBITS, LEGAL DESCRIPTIONS

Task 3100 - Permitting and Agreements with Stakeholders:

JR will provide permitting coordination and preparation of agreements with stakeholders, which includes the following:

- Dry Utility Coordination
- Miscellaneous coordination for utility relocations necessary along Chambers Road;
- Coordination and exhibits for new gas, electric, and telecommunication service to service the Reunion 7A Development

Task 3300 - Prepare Legal Descriptions: Legal Descriptions for crossing/right-of-entry agreements (assumed 2 legal descriptions); Prepare legal descriptions for permanent ROW and a temporary construction easement (assumed 2 legal descriptions)

Task 3400 - Final Cost Opinion:

JR will prepare quantity take-off and final cost opinion for all District infrastructure after the final submittal. An exhibit will also be prepared.



## Cost of Services Summary

The following are the summarized costs of engineering and surveying services. A Fee Schedule & Resource Allocation chart has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" to be billed on a time and material basis. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below, except for the reimbursable expenses.

### JR Engineering Services Cost:

Task	Work Item	Fee
1000	Data Collection	\$ 49,225
2000	Final Design	\$ 120,485
3000	Permitting, Agreement Coordination, Exhibits, Legal Descriptions	\$ 7,945
9000	Reimbursable Fees	\$ 2,000
	Total	\$ 179,655

## Assumptions

### Reimbursable Expenses:

The following are reimbursable expenses. A cost has been included in the above fees with the associated tasks:

1. Reproduction of all maps, drawings, and reports
2. Postage and handling costs
3. Vehicle mileage

The following are additional fees, if necessary:

1. JR has not included costs for applications and review fees for the City, SACWSD, Utility Companies, Colorado Department of Health, FEMA, or other agencies.
2. JR has not included costs for roadway electrical/lighting design other than the horizontal and vertical locations of the lights.
3. JR has not included costs for landscaping architecture design and irrigation design.
4. JR has not included costs for Construction Bidding or Construction Staking and Management Services, however costs can be provided upon request.
5. JR has not included costs for preparing Record or As-Built Drawings and electronic submittals in accordance with the approving jurisdictional standards and regulations.
6. JR has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.

Fee Schedule & Resource Allocation  
Reunion Metropolitan District  
Design Development and Final Engineering for District Infrastructure to Service Reunion Village 7A

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>1000</b>	<b>Data Collection</b>								<b>\$49,225</b>
1100	Pond Infiltration Testing (AG Wassenaar)						\$1,500		\$1,500
1200	Perform Locates and Potholing (Diversified Underground)						\$10,000		\$10,000
1300	Perform Topographic and Planimetric Survey	6.0	5.0	5.0	8.0	12.0			\$5,340
1400	Prepare Base Map	2.0	8.0	8.0	10.0				\$3,840
1500	Design Development and Preliminary Cost Exhibit	6.0	6.0	16.0	16.0				\$5,990
1610	Threatened and Endangered Species Habitat Assessment (CORE)						\$3,190		\$3,190
1620	Section 404 Permits (CORE)						\$8,085		\$8,085
1630	Agency Consultation & Meetings (CORE)						\$2,860		\$2,860
1640	Traffic Study and Memo	8.0		18.0	40.0				\$8,420
<b>2000</b>	<b>Final Design (90% and 100%)</b>								<b>\$120,485</b>
<b>2100</b>	<b>Prepare Roadway Construction Plans and Reports - Commerce City Submittal</b>								<b>\$36,345</b>
2101	Title Sheet and General Notes	4.0	2.0	2.0	6.0				\$2,010
2102	Demolition Plans	1.0	2.0	4.0	6.0				\$1,715
2103	Intersection Plans (2 Sheets)	2.0	6.0	8.0	16.0				\$4,210
2104	Curb Return Profiles	2.0	3.0	6.0	12.0				\$3,010
2105	Signage and Striping Plans	2.0	2.0	4.0	12.0				\$2,590
2106	Grading, Erosion, and Sediment Control Plans (3 Phases)	2.0	4.0	4.0	20.0				\$3,830
2107	Existing Utility Plans	1.0	2.0	2.0	8.0				\$1,685
2108	Traffic Control & Construction Phasing Plans	2.0	4.0	8.0	16.0				\$3,890
2109	Detail Sheets	1.0	2.0	4.0	6.0				\$1,715
2110	Prepare 90% Cost Estimate	2.0	4.0	6.0	12.0				\$3,170
2150	Address City Comments, Prepare 100% Plans	8.0	8.0	16.0	32.0				\$8,520
<b>2200</b>	<b>Prepare Drainage Construction Plans and Reports - Commerce City Submittal</b>								<b>\$64,010</b>
2201	Hydrology Modeling based on Adjacent Development to the Roadway Infrastructure	4.0	4.0	8.0	14.0				\$4,030
2202	WQ/Retention Pond Calculations, Infiltration Calculations	2.0	4.0	8.0	20.0				\$4,350
2203	Retention and WQ Pond Alternatives and City Coordination	4.0	4.0	10.0	16.0				\$4,520
2204	Hydraulic Calculations for Storm Sewer	6.0	8.0	12.0	24.0				\$6,710
2205	Drainage Maps	4.0	6.0	12.0	16.0				\$5,100
2206	Prepare Final Drainage Report	6.0	10.0	24.0	36.0				\$9,970
2207	Final Horizontal and Vertical Design of Storm Sewer	4.0	8.0	8.0	16.0				\$4,900
2208	General Construction Notes and Typical Details	1.0	2.0	2.0	4.0				\$1,225
2209	Standard Drainage Details	1.0	2.0	2.0	4.0				\$1,225
2210	Storm Sewer Plan and Profile Sheets	4.0	4.0	8.0	16.0				\$4,260
2211	Storm Sewer Special Structural Details	2.0	4.0	4.0	6.0				\$2,220
2212	Pond Grading Plans, Spillway Details, Special Details	8.0	10.0	18.0	32.0				\$9,100
2213	Stormwater Management Plan and Report (SWMP)	4.0	8.0	16.0	20.0				\$6,400
<b>2310</b>	<b>Potable Water Line Construction Plans - SACWSD Submittal</b>								<b>\$7,845</b>
2311	Cover Sheet, Notes, and Details	1.0	2.0	2.0	4.0				\$1,225
2312	Overall Utility Plan	1.0	2.0	4.0	6.0				\$1,715
2313	Potable Waterline Plans (2 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	4.0	8.0	16.0				\$3,890
2314	Bid Quantities and Cost Estimate	3.0			4.0				\$1,015
<b>2320</b>	<b>Sanitary Sewer Construction Plans - SACWSD Submittal</b>								<b>\$12,285</b>
2321	Cover Sheet, Notes, and Details	1.0	2.0	2.0	4.0				\$1,225
2322	Overall Utility Plan	1.0	2.0	4.0	6.0				\$1,715
2323	Sanitary Sewer and Underdrain Plans (4 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	8.0	16.0	40.0				\$8,330
2324	Bid Quantities and Cost Estimate	3.0			4.0				\$1,015
<b>3000</b>	<b>Permitting, Agreement Coordination, Exhibits, Legal Descriptions</b>								<b>\$7,945</b>
3100	Permitting and Agreements with Stakeholders	8.0	6.0						\$2,440
3200	Title Commitments						\$1,000		\$1,000
3300	Legal Descriptions (Assumed Quantity 4 at \$700 each)	4.0					\$2,800		\$3,540
3400	Final Cost Opinion	1.0	2.0		4.0				\$965
<b>9000</b>	<b>Reimbursable Fees</b>								<b>\$2,000</b>
9001	Reproduction						\$500		\$500
9002	Deliveries						\$500		\$500
9003	Mileage						\$1,000		\$1,000
	<b>Total:</b>	<b>126</b>	<b>160</b>	<b>279</b>	<b>532</b>	<b>12</b>	<b>\$25,635</b>	<b>\$5,800</b>	<b>\$179,655</b>

**Exhibit A-5**

**(Design of Infrastructure to Service Phase 2 of Reunion Ridge Filing No. 2)**



# Design Development and Master Planning for Village 9 and Final Design for Reunion Ridge Phase 2 Infrastructure



- Civil Engineering & Planning
- Construction Services
- Landscape Architecture
- Surveying
- Transportation
- Water Resources

July 17, 2020



**J·R ENGINEERING**

Service | Expertise | Quality

July 17, 2020



Mr. Jim Hayes  
Reunion Metropolitan District  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Design Development and Master Planning for Reunion Village 9 and Final Engineering for the Reunion Ridge Phase 2 Infrastructure

Dear Mr. Hayes:

JR Engineering, LLC (JR) appreciates the opportunity to submit this proposal to provide Design Development and Master Planning associated with Reunion Village 9 and Final Engineering for the Reunion Ridge Phase 2 Infrastructure located in Commerce City, Colorado.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

Ph: (303) 267-6220

Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)



## WORK PLAN

### Project Understanding

JR Engineering appreciates the opportunity to submit the following proposal for Final Design and Construction Plans associated with the Phase 2 infrastructure to service Reunion Ridge. Below is an exhibit of the anticipated Phase 2 infrastructure to service Reunion Ridge.

### Scope of Services

#### TASK 10000 – DATA COLLECTION AND GEOTECHNICAL INVESTIGATION FOR FINAL DESIGN OF VILLAGE 9 PHASE 2

- Utility Locates: JR Engineering will subcontract with Diversified Underground to obtain utility locates for the Phase 2 site. JR Engineering will capture the utility locates with the Design/Topographic Survey.
- Utility Potholes: JR Engineering will subcontract with Badger Daylighting to provide utility pothole information on existing utilities including electric, gas, and telecommunication lines. JR will stake the pothole locations. We have assumed three days of potholing should be sufficient for our design efforts.
- Geotechnical Investigation and Pavement Recommendation Report: A Geotechnical Investigation will be performed by AG Wassenaar for the District Infrastructure. JR will stake the borehole locations. A final pavement recommendation will be prepared and submitted with the Roadway Construction Plans for City approval.

#### TASK 10100 – PHASE 2 DESIGN DEVELOPMENT

JR will work through preliminary design elements for Reunion Village 9 and the drainage design to allow for final design to occur on Reunion Ridge Phase 2. The following scope of services is anticipated:

- Transportation Infrastructure Design: JR will prepare a preliminary horizontal layout of the ultimate road network and provide recommendations on typical road cross-sections and access control.
- Overall Grading and Drainage Design: JR will review the overall grading and drainage for Reunion Village 9 Phase 2, which will include the preparation of the following:
  - Overall cut/fill maps
  - Preliminary street profiles
  - Preliminary horizontal and vertical design of Full-Spectrum Detention Pond
- Underdrain Design: JR will prepare a preliminary horizontal of the underdrain network. We will then prepare a vertical layout of underdrain trunk lines, which will include all discharge points.
- Sanitary Sewer Design: JR will prepare a preliminary horizontal and vertical layout of the ultimate sanitary sewer network. We will then prepare a sanitary sewer study for Phase 2 in conformance with South Adams County Water and Sanitation District Standards and Specifications.
- Potable and Non-Potable Design: JR will prepare a preliminary horizontal and vertical layout of both the potable and non-potable waterline network. We will then prepare potable water and non-potable water studies for Phase 2 in conformance with South Adams County Water and Sanitation District Standards and Specifications.

- Existing Dry Utility Coordination: The following tasks are anticipated for dry utility coordination:
  - Coordination and Exhibits with Xcel Energy/PSCO on Existing Gas Lines located within Village 9
  - Coordination and Exhibits with Sinclair or other gathering/distribution lines
  - Coordination with Xcel Energy on gas line distribution
  - Coordination with United Power on electric distribution
- Preliminary District Cost Estimate and Exhibits for Phase 2 Improvements: JR will prepare a preliminary layout for the District Infrastructure necessary to service Village 9 including utility, roads, and drainage infrastructure. The layout and preliminary costs will be presented in an exhibit format for the District and Oakwood Homes.
- Prepare Concept Design for 96<sup>th</sup> Avenue Frontage of Village 9: JR Engineering will prepare a preliminary design of the 96th Avenue improvements required along the Phase 2 frontage. This will consist of horizontal and vertical layouts of the roadway, utilities, and drainage infrastructure. A preliminary layout is necessary in order to effectively design the planned intersections and account for signals and utility conflicts, though the final design would not occur as part of this proposed work plan. The 96<sup>th</sup> Avenue layout and preliminary costs will be presented in an exhibit format for the District and Oakwood Homes.

#### TASK 10200 – PHASE 2 PRELIMINARY DESIGN PLANS AND REPORTS (60%)

The final construction plans will be developed for the Phase 2 District Infrastructure including the roadway, drainage, sanitary sewer, underdrain, potable and non-potable water lines, trails, and the dry utilities infrastructure.

- Prepare Roadway Construction Plans and Reports – Commerce City Submittal
  - Traffic Impact Study: JR will conduct traffic operational analyses using the Synchro software at all new access points and necessary intersections to support the Phase 2 development. JR will then prepare updates to amend the traffic impact study (TIS) in compliance with Commerce City standards, which includes documenting the traffic operation results and recommending mitigated improvements to address operational issues.
  - Prepare Final Horizontal and Vertical Design: JR will prepare the final horizontal and vertical design of the Phase 2 roadways including layout of the ROW and easements.
  - Cover Sheet, Notes, and Details: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will be prepared for street improvements.
  - Typical Cross Sections: JR will prepare typical cross sections for Reunion Ridge Way, Potomac Parkway, Street "A", and the overlot grading of 100th Avenue.
  - Street and Intersection Improvement Plans: JR will prepare street and intersection improvement plan and profile sheets. Plans shall include plan view, centerline elevations, curb elevations shown at each PC, PT and PRC; crossspans, and curve data table. Profile view shall give the profile of each curb flowline grade including all vertical curves stationed appropriately.
  - Demolition Plans: JR will prepare demolition plans for the anticipated improvements that will need to be removed at the access points along 96th Avenue and Potomac Street/Potomac Parkway.

- Signage, Striping and Lighting Plans: JR will prepare signage, lighting, and striping plans for all streets. No electrical design will be done as the United Power will provide the design.
- Traffic Signal Plans: JR will prepare traffic signal plans, details and specifications for the intersection of Potomac Parkway and 96th Avenue.
- Other Plan Sheets: JR will prepare the following plan sheets:
  - Survey Control Diagram
  - Suggested Traffic Control Plans
  - Construction Phasing Plans
  - 50' Cross Sections
- Prepare Drainage Construction Plans and Reports – Commerce City Submittal  
JR Engineering will prepare a Final Drainage Report for the Phase 2 drainage design and final construction plans for the conveyance and water quality/detention infrastructure.
  - Hydrology Modeling Based on Phase 2 Development: JR Engineering will prepare hydrologic parameters for the proposed Phase 2 development and District infrastructure and update the hydrologic model used in the Phase 1 final drainage design.
  - Hydraulic Calculations for Ponds, Channels & Storm Sewer: JR Engineering will use the routed hydrology to evaluate storm infrastructure sizing; including the Full-Spectrum Detention ponds, proposed storm sewer, and any open channels that may be necessary within the Phase 2 site.
  - Final Drainage Report: JR will prepare a Final Drainage Report for Phase 2 in conformance with City drainage criteria. The report will include the hydrology modeling based on Phase 2 development and any other adjacent development to the roadway infrastructure. The report will also include hydraulic calculations for ponds, channels, and storm sewer in the appendix.
  - Drainage Maps: JR Engineering will prepare detailed drainage maps to illustrate the hydrologic routing and show proposed storm infrastructure. The maps will be presented in the Final Drainage Report appendix.
  - Final Horizontal & Vertical Design of Storm Sewer & Ponds: JR Engineering will prepare the final design of the drainage infrastructure in AutoCAD Civil 3D. The storm infrastructure network and Full-Spectrum Detention pond grading will be set up and finalized so it may be referenced on the construction plan sheets.
  - General Notes and Details: JR will prepare general notes for the drainage infrastructure improvements, and typical and special detail sheets will also be prepared.
  - Storm Sewer Plan and Profiles: JR will prepare storm sewer construction plans in conformance with the drainage study. The hydraulic grade line will be shown within the storm sewer profiles.
  - Temporary Drainage Swales and Inlets: JR Engineering will prepare designs for any temporary infrastructure necessary to convey stormwater between fillings and Phases of Village 9 with notes and phasing information for construction.
  - Prepare Full-Spectrum Detention Pond Plans (Pond T): JR will prepare construction plans for the final configuration of one Full-Spectrum Detention Ponds (Pond T in the approved Preliminary Drainage Report). The pond plans will include detailed grading information, spillway details, riprap and armament details, and trickle channel horizontal/vertical design.

- Prepare Storm Sewer Special Structure Details: JR will prepare structural details of any storm sewer structures that are not typical details including manholes, vaults, or junction boxes.
- Prepare Pond Details including Outlet Structures, Trickle Channels & Forebays: JR will prepare structural details of any special structures for the ponds, including outlet structures, forebays, trickle channels, headwalls & wingwalls, toewalls, impact stilling basins, and aprons.
- Prepare Standard Drainage Details: JR Engineering will include standard City/MHFD details in the construction plans as needed to facilitate construction of the standard items.
- Prepare Maintenance Plan for Pond: JR will prepare maintenance plans for Pond T using the City/MHFD standard format, which will be included in the construction plan set.
- Stormwater Management Plans and Report - Commerce City Submittal
  - Prepare Initial, During & Final GESC Plans: JR Engineering will prepare Grading, Erosion, and Sediment Control (GESC) Plans for the District Infrastructure. These plans will show suggested BMP placement and selection by construction phase.
  - Prepare General Construction Notes for Stormwater Management Plans: JR Engineering will include standard and project-specific notes for the GESC plans.
  - Prepare Detail Sheets for GESC Plans: JR Engineering will include standard details for construction BMPs from City and MHFD sources.
  - Prepare Stormwater Management Report: JR Engineering will prepare a Stormwater Management Report (SWMP) in conformance with the State requirements for Colorado Discharge Permit System (CDPS) COR400000 "General Permit for Stormwater Discharges Associated with Construction Activities". The report will be submitted to the City for approval, and provided to the Client and Contractor with project approvals.

TASK 10300 – PHASE 2 CONSTRUCTION PLANS AND REPORTS - SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT SUBMITTAL

- Phase 2 SACWSD Construction Plans and Reports: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will also be prepared for non-potable water, potable water, sanitary sewer, and underdrain improvements. JR will prepare an overall utility plan showing potable and non-potable water lines, sanitary sewer, storm sewer, and underdrains. JR Engineering will prepare SACWSD conformance letters for each of the potable, non-potable, and sanitary sewer utilities, which will provide calculations and support for the Phase 2 utilities based on meeting the design parameters established in the approved Master Utility Studies for Village 9.
- Phase 2 Potable Waterline Construction Plans: JR will prepare potable water plan and profiles in conformance with SACW&SD standards and specifications. The plans will include service lateral locations and call-outs to all water fixtures including fire hydrants, valves, tees, and bends.
- Phase 2 Non-Potable Waterline Construction Plans: JR will prepare non-potable water plan and profiles in conformance with SACW&SD standards and specifications. The plans will include service lateral locations and call-outs to all water fixtures including fire hydrants, valves, tees, and bends.
- Phase 2 Sanitary Sewer & Underdrain Construction Plans: JR will prepare plans for the design of the sanitary sewer in conformance with SACW&SD standards and specifications. Plan and

profile of the sanitary sewer system dimensioned along with locations and stationing of service laterals. JR will prepare an underdrain plan based on the requirements set forth within the geotechnical report and the Reunion District standards and specification for underdrain systems. The design will be shown on the sanitary sewer plan and profile sheets.

#### TASK 10400 – PHASE 2 FINAL DESIGN AND PROJECT APPROVALS

The 60% construction plans will be brought to the 90% level for the Phase 2 District Infrastructure including the roadway, drainage, sanitary sewer, underdrain, potable and non-potable water lines, trails, and the dry utilities infrastructure.

- 90% Specifications and Cost Estimate: At the 90% level, specifications will be prepared for the District Infrastructure plans and the Utility plans. A cost estimate will be prepared for the project.
- PS&E Submittal: JR Engineering will submit the PS&E (100%) package to Commerce City and SACWSD for approval.

#### TASK 10500 – PERMITTING, AGREEMENT COORDINATION, EXHIBITS, LEGAL DESCRIPTIONS & COST ESTIMATE

Permitting and Agreements with Stakeholders:

JR will provide permitting coordination and preparation of agreements with stakeholders, which includes the following:

PSCO/Xcel Energy for 24" Cherokee gas line property:

- Permitting and preparing exhibits for crossing the 24" Cherokee gas line within the Xcel property with storm sewer, streets, sanitary sewer, underdrain, and water lines
- Prepare legal descriptions for crossing agreements across gas line (assumed 10 legal descriptions)

#### TASK 10600 – REIMBURSABLE EXPENSES

JR has included an estimated budget for Reimbursable Expenses, which includes project meeting attendance, application fees, reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified if the estimated budget will be exceeded.

## Cost of Services Summary

The following are the summarized costs of engineering services. A Fee Schedule & Resource Allocation spreadsheet has been included that provides more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" within the fixed fee tasks. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below.

### JR ENGINEERING SERVICES COST:

Task 10000:	Data Collection and Geotechnical Investigation for Final Design of Village 9 Phase 2	\$52,930
Task 10100:	Phase 2 Design Development	\$177,395
Task 10200:	Phase 2 Preliminary Design Plans and Reports (60%)	\$352,260
Task 10300:	Phase 2 Construction Plans and Reports - South Adams County Water and Sanitation District Submittal	\$147,895
Task 10400:	Phase 2 Final Design & Project Approvals (90%/100%)	\$79,515
Task 10500:	Phase 2 Permitting, Agreement Coordination, Exhibits, & Legal Descriptions	\$37,945
Task 10600:	Reimbursable Expenses Budget	\$52,500
<u>TOTAL:</u>		<u>\$900,440</u>

## Assumptions and Additional Services

1. JR Engineering has included three days of Utility Potholing.
2. The above fee includes an estimated budget for Reimbursable Expenses, which includes application fees, reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified if the estimated budget will be exceeded.
3. Engineering has not included costs for Bidding, Construction Administration, Observation, Staking and Testing Services, however costs can be provided upon request.



Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Reunion Village 9 Phase 2 District Infrastructure

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>10000</b>	<b>Data Collection and Geotechnical Investigation for Final Design of Village 9 Phase 2</b>								<b>\$52,930</b>
10010	Obtain Utility Locates (Diversified Underground)	1.0	3.0		4.0		\$3,000		\$4,125
10020	Stake Utility Potholes	1.0	4.0	2.0	2.0	4.0			\$1,935
10030	Pothole Existing Gas and Electric Lines (Diversified Underground) (Assumed 3 days of Potholing @ \$6,000/day)	2.0	2.0	4.0	6.0		\$18,000		\$19,900
10040	Stake Geotechnical Borings	2.0	4.0	4.0	4.0	8.0			\$3,230
10050	Geotechnical Investigation and Pavement Design Report (AG Wassenaar)	2.0	4.0		2.0		\$22,500		\$23,740
<b>10100</b>	<b>Phase 2 Design Development</b>								<b>\$177,395</b>
10105	Transportation Infrastructure Design								\$9,480
10106	Prepare Preliminary Roadway Cross Sections for Phase 2	2.0	4.0	12.0	16.0				\$4,410
10107	Prepare Preliminary Street Horizontal Layout	2.0	2.0	16.0	20.0				\$5,070
10110	Overall Grading & Drainage Design								\$12,110
10111	Prep Overall Cut/Fill Maps w/ or w/out Existing Gas Line Remaining in Place	2.0	4.0	12.0	4.0				\$3,030
10112	Prep Preliminary Street Profiles w/ Removing/Realigning Existing Gas Line	2.0	4.0	12.0	6.0				\$3,260
10115	Prepare Preliminary Horizontal & Vertical Full-Spectrum Detention Pond	4.0	4.0	20.0	16.0				\$5,820
10130	Phase 2 Underdrain Design								\$3,850
10131	Prepare Horizontal Layout of Underdrain w/ Sizes	1.0	4.0	4.0	8.0				\$2,265
10132	Prepare Vertical Layout of Underdrain Trunk Lines & Discharge Points	1.0	2.0	3.0	6.0				\$1,585
10140	Phase 2 Sanitary Sewer Design								\$10,205
10141	Prepare Horizontal Layout of Sanitary Sewer	2.0	2.0	6.0	12.0				\$2,850
10142	Prepare Vertical Layout of Main Sanitary Sewer Transmission Lines	2.0	2.0	6.0	16.0				\$3,310
10143	Prepare Sanitary Sewer Study	1.0	2.0	6.0	24.0				\$4,045
10150	Phase 2 Potable & Non-Potable Design								\$29,020
10151	Prepare Horizontal Layout of Potable Water System w/ Sizes	2.0	2.0	8.0	24.0				\$4,490
10152	Prepare Horizontal Layout of Non-Potable Water System w/ Sizes	2.0	2.0	12.0	32.0				\$5,930
10153	Prepare Potable Water System Report	4.0	4.0	20.0	40.0				\$8,580
10154	Prepare Non-Potable Water System Report	4.0	4.0	24.0	48.0				\$10,020
10160	Phase 2 Existing & Proposed Dry Utility Coordination								\$24,410
10161	Coord & Exhibits w/ Xcel Energy on Existing Mesa-Boulder-Bri Gas Line	4.0	4.0	32.0	24.0				\$8,300
10162	Coord & Exhibits w/ Sinclair or Other Gathering/Distribution Lines	2.0	1.0	8.0	4.0				\$2,030
10163	Coord & Exhibits w/ Xcel Energy on Existing Cherokee Gas Line	4.0	4.0	24.0	16.0				\$6,340
10164	Coord & Exhibits w/ Xcel's Consultant on Relocation of Gas Line Design	2.0	4.0	24.0	16.0				\$5,970
10165	Coord w/ United Power on Electric Distribution	2.0	1.0	6.0	4.0				\$1,770
10170	Prelim District Infrastructure Cost Estimate & Exhibits for Phase 2 Improvements								\$14,500
10171	Prepare Prelim District Infrastructure Cost Estimates & Exhibits	8.0	12.0	50.0	40.0				\$14,500
10180	Prepare Concept Design for 96th Avenue Frontage of Village 9								\$73,820
10181	Prepare Typical Cross Sections and Identify Road Classification	2.0	4.0	16.0	16.0				\$4,930
10182	Determine Ultimate Roadway Alignment	2.0	2.0	16.0	8.0				\$3,690
10183	Prepare Horizontal and Preliminary Vertical Layout of Roadway	6.0	20.0	60.0	80.0				\$21,310
10184	Prepare Horizontal and Preliminary Vertical Layout of Utilities	4.0	6.0	24.0	48.0				\$10,340
10185	Prepare Horizontal and Preliminary Vertical Layout of Drainage	4.0	8.0	32.0	40.0				\$10,780
10186	Prepare Intersection Geometry (2 Intersections)	3.0	6.0	36.0	40.0				\$10,795
10187	Review Ultimate Traffic Signal Layout	1.0	2.0	8.0	16.0				\$3,385
10188	Review and Coordinate Dry Utility Impacts and Conflicts	2.0	6.0	24.0	36.0				\$8,590

Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Reunion Village 9 Phase 2 District Infrastructure

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>10200</b>	<b>Phase 2 Preliminary Design Plans and Reports (60%)</b>								<b>\$352,260</b>
	Prepare Phase 2 Roadway Construction Plans and Reports - Commerce City Submittal								\$171,350
10210	Prepare Final Horizontal & Vertical Design	16.0	24.0	60.0	120.0				\$28,400
10220	Prepare Cover Sheet		1.0	2.0	6.0				\$1,110
10221	Prepare General Construction Notes for Streets		0.5	1.0	2.0				\$440
10222	Prepare Typical Cross Sections Sheet	0.5	4.0	6.0	40.0				\$6,113
10223	Prepare Survey Control Diagram		0.5	2.0	6.0				\$1,030
10224	Prepare Tabulation of Length & Design Data		1.0	3.0	6.0				\$1,240
10225	Prepare Demolition Plans for Potomac St & 96th Ave Access Points	3.0	4.0	16.0	24.0				\$6,035
10226	Prepare Plan & Profile Sheets	16.0	40.0	120.0	160.0				\$43,360
10227	Prepare Curb Return Profiles & Details	6.0	8.0	32.0	80.0				\$15,750
10228	Prepare Signage & Striping Plans	4.0	6.0	16.0	56.0				\$10,220
10229	Prepare Driveway Plans for Existing Access to Potomac St on East Side	4.0	6.0	16.0	56.0				\$10,220
10230	Prepare Intersection Plans (4 intersections)	6.0	8.0	24.0	60.0				\$12,410
10231	Prepare Street Light Plans Horizontal & Vertical Layout	1.0	3.0	8.0	24.0				\$4,465
10232	Prepare Cross Sections for Streets	0.5	2.0	12.0	40.0				\$6,573
10233	Prepare Street, Signal & Lighting Details		1.0	6.0	12.0				\$2,320
10234	Prepare Overall Roadway Phasing Plan	2.0	4.0	16.0	16.0				\$4,930
10235	Prepare Suggested Traffic Control Plans	2.0	4.0	20.0	40.0				\$8,210
10236	Prepare 30% Cost Estimate	1.0	10.0	20.0	36.0				\$8,525
	Prepare Phase 2 Drainage Construction Plans and Reports - Commerce City Submittal								\$160,110
10240	Hydrology Modeling Based on Phase 2 Development	8.0	8.0	24.0	16.0				\$7,720
10242	Hydraulic Calculations for Ponds, Channels & Storm Sewer	8.0	8.0	24.0	36.0				\$10,020
10243	Prepare Final Drainage Report for District Infrastructure	8.0	16.0	40.0	60.0				\$16,140
10244	Drainage Maps	2.0	6.0	32.0	40.0				\$10,090
10245	Final Horizontal & Vertical Design of Storm Sewer & Ponds	16.0	24.0	180.0	200.0				\$53,200
10246	Prepare General Construction Notes for Drainage		1.0	4.0	6.0				\$1,370
10247	Prepare Storm Sewer Plan & Profiles for Infrastructure	8.0	8.0	60.0	100.0				\$22,060
10248	Prepare Temporary Drainage Swales & Inlets to Convey Stormwater	2.0	2.0	24.0	12.0				\$5,190
10249	Prepare Full-Spectrum Detention Pond Plans (Pond T)	2.0	2.0	16.0	32.0				\$6,450
10250	Prepare Storm Sewer Special Structure Details	3.0	6.0	20.0	56.0				\$10,555
10251	Prepare Pond Details: Outlet Structures, Trickle Channels & Forebays	4.0	8.0	32.0	64.0				\$13,540
10252	Prepare Standard Drainage Details		2.0	4.0	8.0				\$1,760
10253	Prepare Maintenance Plan for Pond	1.0	1.0	4.0	10.0				\$2,015
	Phase 2 Stormwater Management Plans & Report - Commerce City Submittal								\$20,800
10260	Prepare Initial, During & Final GESC Plans	4.0	8.0	24.0	44.0				\$10,200
10262	Prepare General Construction Notes for Stormwater Management Plans	1.0	2.0	2.0	4.0				\$1,225
10263	Prepare Detail Sheets for GESC Plans	1.0	2.0	4.0	10.0				\$2,175
10264	Prepare Stormwater Management Report	2.0	6.0	8.0	30.0				\$5,820
10265	Coordination w/ Commerce City & State for Grading Applications	4.0	4.0						\$1,380



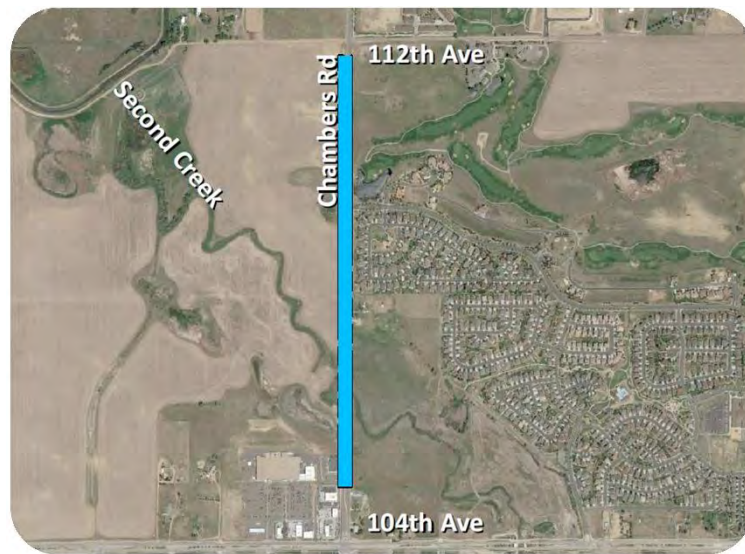
Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Reunion Village 9 Phase 2 District Infrastructure

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>10300</b>	<b>Phase 2 Construction Plans and Reports - South Adams County Water and Sanitation District Submittal</b>								<b>\$147,895</b>
10310	Phase 2 SACWSD Construction Plans and Reports								\$47,470
10311	Prepare Cover Sheet w/ Vicinity Map, Sheet Index, Contacts, & Signature Blocks	4.0	3.0	2.0	4.0				\$1,940
10312	Prepare General Construction Notes	1.0	2.0	2.0	4.0				\$1,225
10313	Prepare Overall Utility Plan	2.0	5.0	12.0	32.0				\$6,410
10314	Bid Quantities and Cost Estimate	1.0	4.0	4.0	6.0				\$2,035
10315	Prepare Potable Water System Conformance Letter w/Calculations	4.0	12.0	28.0	56.0				\$12,740
10316	Prepare Non-Potable Water System Conformance Letter w/Calculations	4.0	14.0	36.0	64.0				\$15,020
10317	Prepare Sanitary Sewer System Conformance Letter w/Calculations	4.0	10.0	16.0	32.0				\$8,100
10320	Phase 2 Potable Waterline Construction Plans								\$34,280
10321	Prepare Potable Waterline Plan & Profile Sheets	4.0	24.0	50.0	100.0				\$22,580
10322	Prepare Potable Waterline Plan & Profile Sheets for 24" Transmission Line	3.0	8.0	20.0	48.0				\$9,955
10323	Prepare Potable Waterline Details	1.0	4.0		8.0				\$1,745
10330	Phase 2 Non-Potable Waterline Construction Plans								\$36,230
10331	Prepare Non-Potable Waterline Plan & Profile Sheets	3.0	16.0	60.0	120.0				\$24,715
10332	Prepare Non-Potable Waterline Plan & Profile Sheets for 30" Transmission Line	2.0	8.0	20.0	48.0				\$9,770
10333	Prepare Non-Potable Waterline Details	1.0	4.0		8.0				\$1,745
10340	Phase 2 Sanitary Sewer & Underdrain Construction Plans								\$29,915
10341	Prepare Sanitary Sewer & Underdrain Plan & Profile Sheets	2.0	16.0	80.0	120.0				\$27,130
10342	Prepare Sanitary Sewer & Underdrain Details	1.0	4.0	8.0	8.0				\$2,785
10400	Phase 2 Final Design & Project Approvals (90%/100%)								\$79,515
10401	Prepare 90% Construction Plans and Address Comments	10.0	30.0	60.0	120.0				\$28,250
10402	Prepare 90% Utility Plans, Specifications and Agreements	5.0	20.0	40.0	80.0				\$18,525
10403	Prepare 90% Specifications and Address Comments	4.0	10.0	20.0	40.0				\$9,540
10404	Prepare 90% Cost Estimate	1.0	8.0	16.0	32.0				\$7,225
10405	Prepare PS&E Package for Final City and SACWSD Approval	5.0	10.0	20.0	40.0				\$9,725
10406	IGA Coordination w/ SACW&SD incl Agreement & Exhibits	10.0	5.0	10.0	20.0				\$6,250
10500	Phase 2 Permitting, Agreement Coordination, Exhibits, & Legal Descriptions								\$37,945
10501	Permitting and Preparing Exhibits for crossing the 24" Cherokee Gas Line within the Xcel Property with Storm Sewer, Streets, Sanitary Sewer, Underdrain, and Water Lines	10.0	8.0	40.0	20.0				\$10,630
10502	Permitting and Preparing Exhibits for crossing the Mesa-Boulder-Bri Gas Line	10.0	8.0	40.0	20.0				\$10,630
10503	Prepare Legal Descriptions for Crossing Agreements Across Gas Line	9.0	36.0						\$7,425
10504	Turnberry IGA Coordination w/ Exhibits & Costs	12.0	8.0	16.0	32.0				\$9,260
10600	Reimbursable Expenses								\$52,500
10601	Meetings & Coord w/Oakwood, City, SACW&SD, District, Public Service & Other Agencies	160.0	40.0						\$36,000
10602	Miscellaneous Application Fees for the City & PSCO						\$1,000		\$1,000
10603	Reproduction & Copies						\$10,000		\$10,000
10604	Delivery Expenses						\$500		\$500
10605	Vehicle Mileage						\$5,000		\$5,000
	Total:	494	697	2013	3252	12	\$43,500	\$16,500	\$900,440

**Exhibit A-6**  
**(Design of Chambers Road to Service Reunion Village 8 and Parcel 7A)**

# Final Engineering Design Services for Chambers Road

(From 106<sup>th</sup> to 112<sup>th</sup> Avenue)  
Reunion Metropolitan District



- Civil Engineering & Planning
- Construction Services
- Landscape Architecture
- Surveying
- Transportation
- Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality

July 27, 2020



Mr. Brett Price  
Reunion Metropolitan District  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Final Engineering Design for Chambers Road from 106<sup>th</sup> Avenue to 112<sup>th</sup> Avenue

Dear Mr. Price:

JR Engineering, LLC (JR) appreciates the opportunity to submit this proposal to provide Final Engineering Design services associated with the construction of Chambers Road located in Commerce City, Colorado. The project limits are from just south of 106<sup>th</sup> Avenue to just south of 112<sup>th</sup> Avenue and includes a new bridge over 2<sup>nd</sup> Creek and a golf cart crossing adjacent to the Buffalo Run Golf Course.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client-oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)

## JR Understanding

JR Engineering appreciates the opportunity to submit the following proposal for engineering services associated with Chambers Road located in Commerce City, Colorado. With the increases in traffic and development along Chambers Road, 104<sup>th</sup> Avenue, and 112<sup>th</sup> Avenue over the last few years, *Commerce City* and the *Reunion Metropolitan District* have identified the need to improve Chambers Road to a minor arterial roadway section between 104<sup>th</sup> Avenue and 112<sup>th</sup> Avenue. Additionally, a need has been identified for a new bridge structure at the 2<sup>nd</sup> Creek crossing and a new golf cart underpass adjacent to the Buffalo Run Golf Course.

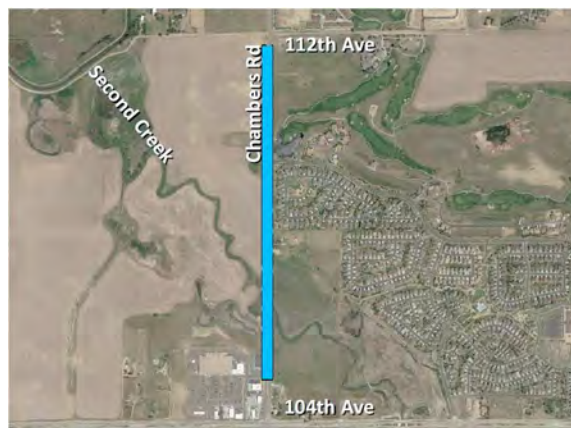
Based on discussions between the *City* and the *Metro District*, it has been agreed that a joint project effort to construct the ultimate improvements would be in the best interest of the *City* and *Metro District* to minimize disruption to the traveling public, minimize costs, and address safety concerns due to multiple phases of construction that could occur if one of the stakeholders chose to construct portions or half of the ultimate roadway improvements separately.

The southern portion of the project has recently seen construction upgrades due to adjacent development. The northern portion of the project is currently being modified by constructing the Chambers and 112<sup>th</sup> intersection. Village 7A on the east side and Village 8 on the west are currently in the planning stages, and will require improvements along Chambers Road. This proposal only includes Chambers Road between 106<sup>th</sup> Avenue and 112<sup>th</sup> Avenue, which is summarized as follows:

- Chambers Road – Connect into the improvements constructed at the Chambers and 112<sup>th</sup> intersection with Phase 1 of 112<sup>th</sup> Avenue and continue the roadway improvements along Chambers Road through the intersection of 106<sup>th</sup> Avenue (future access for Village 8).
- 2<sup>nd</sup> Creek Bridge – Design a new bridge structure to accommodate the 2<sup>nd</sup> Creek modifications being made as part of a separate project. The structure will also accommodate for a regional trail adjacent to the creek.
- Buffalo Run Golf Course Golf Cart Crossing – A proposed golf cart crossing will utilize an underpass culvert to connect golf carts and maintenance equipment between the Buffalo Run Golf Course and the proposed First Tee golf program proposed within the Village 8 site on the west side of Chambers Road.

The Chambers Road project limits are shown graphically in Figure 1 below.

Figure 1: Chambers Road Project Limits



The schedule for these improvements is dependent on the status and contributions of adjacent developments along either side of Chambers Road as well as the timing and availability of funding.

The scope of services, shown on the next several pages, is based upon *Commerce City* and *South Adams County Water and Sanitation District (SACWSD)* requirements for preparing roadway construction plans, our strong understanding of the roadway corridor, and previous work efforts performed for *Oakwood Homes* and the *Reunion Metropolitan District*.

## JR Approach

### Task 100: Project Management

JR Engineering's project approach follows our time-tested approach. It begins with strong communication between the *Reunion Metro District* and JR Engineering. The main point of contact for the *Metro District* is our Project Manager, Mr. Aaron Clutter, and our Project Leads are available as needed. Communications throughout the project include progress meetings, review meetings, and stakeholder meetings. At these meetings, JR prepares an agenda, previous meeting minutes, and our *Design Action Log*. The *Design Action Log* is an important tool we use as means to track design and discussion items which need further research or discussion throughout the project in order to ensure that all issues are addressed by the conclusion of the project. This log helps keep everyone accountable to provide timely responses to design issues.

JR will work with the *Metro District* and *Commerce City* to identify all project stakeholders and conduct a meeting to gather early project feedback and identify concerns.

JR will identify the appropriate contacts within each agency and coordinate with them through each step of the project. As appropriate, meetings with these agencies will be arranged to acquire review comments and input as needed.

JR understands a Memorandum of Understanding or Intergovernmental Agreement (IGA) will be required to work out the funding, maintenance, and other critical issues and responsibilities between the various parties and stakeholders along the corridor. We will utilize our experience and knowledge of this process from recent similar projects as a guide.

#### Deliverables:

- ✓ Design Action Log
- ✓ Progress Meeting Minutes
- ✓ Prepare Memorandum of Understanding & IGA Exhibits

### Task 200: Data Collection

JR will conduct on-site investigations to document the physical features of the corridor.

JR's Team has previously obtained portions of topographic, planimetric, and property surveys of this area. We will identify additional needs and obtain updated survey and utility locates along the corridor. For all new and supplemental information needed for a detailed design, our experienced survey team will gather the additional information in a timely manner and update all base map information promptly. Parcel information and ownership information will be pulled to provide the design team with all title work within the project limits.

JR will identify the existing utilities by identifying all utility contacts, collecting as-built maps, field-locating utilities both horizontally and vertically, and developing an existing utility base map. We will then review the existing utility database and contact all utility owners affected by the project to begin the coordination of utility relocations, as required. Utility investigation will meet the Federal and State SUE requirements for Quality Level B (teamed with SurvWest).

JR will collect all required storm drainage information for the area and coordinate with adjacent developers and property owners to determine the drainage plans for the entire area. We will also collect and review all conceptual designs by other firms and agencies along this corridor for incorporation into the overall ultimate design.





JR's Team (AG Wassenaar) will initiate the geotechnical investigation of the project area including test bores, sampling, analysis, pavement and foundation recommendations, pond infiltration rates, and report preparation.

Core Consultants will conduct environmental reviews and investigate the site conditions to ensure the project complies with all local and Federal requirements, as applicable. Their scope includes:

- ❖ Wetland Delineation and Mapping
- ❖ Threatened and Endangered Species Habitat Assessment
- ❖ Cultural Resources Review and Survey
- ❖ Section 404 Permits
- ❖ Agency Consultation and Meetings

### Task 300: Concept Design and Alternative Analysis

JR will prepare roadway and bridge design concepts, which include conceptual alignments, right-of-way, easements, utility relocations, cost estimates, and identify the pros and cons of each.

JR will review the preliminary storm drainage analysis of this area and develop a plan to address the project needs.

JR will begin utility identification, analysis, and conflict resolution.

JR will prepare right-of-way and ownership mapping for the project. Necessary land acquisitions will be identified in the plans.

JR will submit a Design Recommendation Memorandum to the *Metro District* for review, meet with *Commerce City* and *SACWSD*, and discuss which concept to continue with to final design.

Deliverables:

- ✓ Design Recommendation Memorandum
- ✓ Concept Cost Estimates
- ✓ Design Action Log
- ✓ Progress Meeting Minutes
- ✓ Traffic Analysis Memorandum

JR will perform a traffic analysis of the Chambers and 106<sup>th</sup> Avenue and Chambers and 112<sup>th</sup> Avenue intersections to determine the turn lane lengths needed for the ultimate intersection layouts. The results will be summarized in a memorandum.

### Task 400: Preliminary Design (30%)

JR will prepare the design plans in conformance with *City* and *SACWSD* requirements. Plans will be completed to a 30% level and will include, at a minimum, title sheet and general notes, horizontal control plan, typical sections, demolition plans, roadway plan/profile sheets, detailed roadway plans, intersection and curb return profiles, storm drainage and channel plans, water quality pond modification plans, South Adams County Water and Sanitation District utility plans, utility relocation and lighting plans, grading and erosion control plans, traffic control and phasing plans, signing and pavement marking plans, cross-sections, detail sheets, and right of way impacts. The 30% Design submittal will also include a drainage report, project specifications and a detailed construction cost estimate.

JR will update the right-of-way plans for the project based upon the design direction given by the *Metro District* and *City*. Legal descriptions for land acquisitions will be prepared. ROW plans will be updated throughout the design process as extents are revised.



Deliverables:

- ✓ Construction Plans (30% Design)
- ✓ Drainage Report
- ✓ ROW Plans and Legal Descriptions
- ✓ Title Commitments
- ✓ Cost Estimate

JR's Design Team will be responsible for distributing the 30% Design package to all project stakeholders, City departments, SACWSD, and review agencies. JR will also be responsible for scheduling and facilitating the review meeting, preparation of meeting minutes, tracking review comments, responses and action items, and for obtaining documented acceptance from all reviewers.

Deliverables:

- ✓ Meeting Minutes
- ✓ Design Action Log

### Task 500: Final Design (90%)

After receiving comments from the City and SACWSD on the 30% design, JR will proceed with final design drawings and documentation for the project. The Project Team will prepare all required design plans and documents in accordance with City and SACWSD criteria. Utility potholes/testholes will be obtained during this phase to confirm utility conflicts have been avoided to the best of our knowledge.

JR will coordinate ROW acquisition efforts with the Metro District and Commerce City and additionally will prepare any exhibits for property owners as needed.

JR will conduct a final Quality Control/Quality Assurance review of the project prior to submittal of the 90% design documents.

JR will schedule a final review meeting with the City and SACWSD to present the design and discuss final details in the final plans. Final revisions will be made after the review meeting is completed and meeting with the Metro District.

Deliverables:

- ✓ Final Construction Plans (90% Design)
- ✓ Final Drainage Report
- ✓ Pothole Log
- ✓ Property Owner Exhibits
- ✓ Final Construction Specifications
- ✓ Final Construction Cost Estimate
- ✓ Meeting Minutes
- ✓ Design Action Log

### Task 600: Public Involvement

Kick-off

JR's Team will work with the City to schedule and conduct a public kick-off meeting to introduce the project and solicit public input.

Preliminary Design

JR's Team will work with the City to schedule and conduct the second public meeting to present the Preliminary Design, discuss responses to comments from the kick-off meeting and solicit additional public input.



## Final Design

JR's Team will work with the City to schedule and conduct the third public meeting to present the Final Design, discuss responses to comments from the preliminary design meeting and solicit additional public input.

### Deliverables:

- ✓ Exhibits to be presented at Public Meetings
- ✓ Log of Public Concerns identified at Public Meetings

## Task 700: Project Approvals

JR will address comments from the final review meeting and submit the final plans, specifications and estimate (PS&E) package to the City and SACWSD for final approvals. Upon project approval, JR will assist in finalizing the IGA documents and prepare funding requests for the District Board.

## Task 800: Second Creek CLOMR

The project lies within Zone A as depicted on Flood Insurance Rate Map 08001C0343H (revised March 5, 2007). A Conditional Letter of Map Revision is part of the project scope in order to document the floodplain impacts from the proposed project. This proposal includes fees to prepare the hydraulic modeling, maps, and CLOMR report, as well as FEMA's application fee of \$6,500 (current at the time of this proposal). The CLOMR will be submitted to FEMA and reviewed by the Mile High Flood District. Ultimately, the project will require a Letter of Map Revision (LOMR), but we expect that the Chambers Road bridge may be combined with the overall Second Creek project for floodplain map revisions, and options for the LOMR process will be discussed with the City after the completion of the Chambers Road and bridge construction.

## Task 900: Reimbursable Fees

This task covers the reimbursable and expense costs associated with processing the project documents. A cost has been provided and is provided solely for budgeting purposes and is an estimate. The following are the reimbursable items:

- Reimbursable Expense Budget - JR has estimated within this proposal an estimated budget for Reimbursable Expenses, which includes reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified prior to the estimated budget being exceeded.

## Cost of Services Summary

The following are the summarized costs of engineering and surveying services. A Fee Schedule & Resource Allocation chart has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" to be billed on a time and material basis. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below, except for the reimbursable expenses.



JR Engineering Services Cost:

Task	Work Item	Fee
100	Project Management	\$ 100,260
200	Data Collection	\$ 114,895
300	Concept Design and Geometric Analysis	\$ 61,510
400	Preliminary Design (30%)	\$ 396,698
500	Final Design (90%)	\$ 135,758
600	Public Involvement	\$ 13,800
700	Project Approvals (100%)	\$ 47,910
800	Second Creek CLOMR	\$ 32,545
900	Reimbursable Fees	\$ 5,000
	Total	\$ 908,376

## Assumptions

Reimbursable Expenses:

The following are reimbursable expenses. A cost has been included in the above fees with the associated tasks:

1. Reproduction of all maps, drawings, and reports
2. Postage and handling costs
3. Vehicle mileage

The following are additional fees, if necessary:

1. JR has not included costs for applications and review fees for the City, SACWSD, Utility Companies, Colorado Department of Health, FEMA, or other agencies.
2. JR has not included costs for roadway electrical/lighting design other than the horizontal and vertical locations of the lights.
3. JR has not included costs for landscaping architecture design and irrigation design.
4. JR has not included costs for Construction Bidding or Construction Staking and Management Services, however costs can be provided upon request.
5. JR has not included costs for preparing Record or As-Built Drawings and electronic submittals in accordance with the approving jurisdictional standards and regulations.
6. JR has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.



**Fee Schedule & Resource Allocation**  
**Reunion Metropolitan District c/o Clayton Properties Group**  
**Design Development and Final Engineering for Chambers Road from 106th Avenue to 112th Avenue**

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
100	<u>Project Management</u>								
110	Attend Kickoff Meeting with Metro District	4.0	4.0					\$1,380	
120	Attend Concept Design Site Meeting with Metro District	8.0	8.0					\$2,760	
130	Attend Meetings with Stakeholders (Assumed 12 Meetings)	36.0	36.0					\$12,420	
140	Attend Bi-weekly Progress Meetings with Metro District and City (Assumed 24 Meetings)	72.0	36.0					\$19,080	
150	Attend 30% Review Meeting with Metro District and City	4.0	10.0					\$2,340	
160	Attend 90% Review Meeting with Metro District and City	4.0	10.0					\$2,340	
170	Project Management (Assumed 2 Hours Per Week for a year)	104.0	208.0					\$52,520	
180	Prepare Memorandum of Understanding and IGA Exhibits and Documents	16.0	16.0	4.0	12.0			\$7,420	
	Subtotal							\$100,260	
200	<u>Data Collection</u>								
210	Collect Available Data from City	2.0	4.0		6.0			\$1,700	
220	Photo Documentation of Existing Conditions		4.0		8.0	2.0		\$1,870	
230	Geotechnical Investigation and Pavement Design Report (AG Wassenaar)						\$22,000	\$22,000	
240	Perform Quality Level B SUE Investigation (SurVWest)						\$19,800	\$19,800	
250	Perform Topographic and Planimetric Survey	4.0	16.0	12.0	24.0	80.0		\$20,020	
260	Prepare Base Map	2.0	12.0	20.0	32.0			\$8,570	
270	Research Right-of-Way and Easements	2.0	12.0	4.0	16.0			\$4,650	
280	Review Database and Contact Utility Owners	6.0	20.0	8.0	12.0			\$6,730	
290	Wetland Delineation & Mapping (Core)		4.0				\$7,920	\$8,560	
291	Threatened and Endangered Species Habitat Assessment (Core)						\$3,190	\$3,190	
292	Cultural Resources Review and Survey (Core)						\$2,915	\$2,915	
293	Section 404 Permits (Core)	10.0	10.0				\$8,690	\$12,140	
294	Agency Consultation & Meetings (Core)						\$2,750	\$2,750	
	Subtotal							\$114,895	
300	<u>Concept Design and Geometric Analysis</u>								
310	Prepare Bridge Design Concepts	4.0	16.0	20.0	20.0		\$22,000	\$30,200	
320	Prepare Roadway Concepts	2.0	8.0	16.0	32.0			\$7,410	
330	Prepare Concept Cost Estimates	2.0	4.0	16.0	16.0			\$4,930	
340	Obtain Traffic Count Data and Calculate Turn Lanes and Queue Lengths for Intersections (Traffic counts from All Traffic Data)	2.0	4.0	4.0	8.0		\$1,000	\$3,450	
350	Prepare Design and Traffic Memorandum	2.0	8.0	16.0	24.0			\$6,490	
360	Second Creek Hydraulic Modeling	2.0	8.0	32.0	28.0			\$9,030	
	Subtotal							\$61,510	
400	<u>Preliminary Design (30%)</u>								
410	<u>Prepare Roadway Construction Plans and Reports - Commerce City Submittal</u>								
411	Title Sheet and General Notes	0.5	4.0	2.0	8.0			\$1,913	
412	Typical Sections	1.0	6.0	8.0	20.0			\$4,485	
413	Demolition Plans	0.5	8.0	20.0	40.0			\$8,573	
414	Roadway Plan and Profiles (Ultimate) (10 Sheets at 40-Scale)	2.0	16.0	24.0	60.0			\$12,950	
415	Structural Design of Bridge Structure and Golf Cart Underpass (San Engineering)	4.0	16.0	24.0	24.0		\$118,118	\$127,298	
416	Intersection Plans (6 Sheets)	2.0	8.0	24.0	40.0			\$9,370	
417	Cross Sections at 50' Intervals	0.5	2.0	4.0	16.0			\$2,773	
418	Signage and Striping Plans	2.0	8.0	20.0	40.0			\$8,850	
419	Lighting Plans	2.0	4.0	8.0	20.0			\$4,350	
420	Initial Grading, Erosion Control and SWM Plans	1.0	4.0	8.0	24.0			\$4,625	
421	Interim Grading, Erosion Control and SWM Plans	1.0	4.0	8.0	24.0			\$4,625	
422	Final Grading, Erosion Control and SWM Plans	1.0	4.0	6.0	20.0			\$3,905	
423	Existing Utility Plans	2.0	16.0	24.0	48.0			\$11,570	
424	Dry Utility Plans	2.0	8.0	16.0	24.0			\$6,490	
425	Traffic Control & Construction Phasing Plans	2.0	8.0	8.0	40.0			\$7,290	
426	Detail Sheets	0.5	2.0	4.0	16.0			\$2,773	
427	Title Commitments						\$5,000	\$5,000	
428	Right-of-Way Plans	4.0	16.0	24.0	32.0			\$10,100	
429	Legal Descriptions (Assumed 10 at \$700 each)						\$7,000	\$7,000	
	Subtotal							\$243,938	

**Fee Schedule & Resource Allocation**  
**Reunion Metropolitan District c/o Clayton Properties Group**  
**Design Development and Final Engineering for Chambers Road from 106th Avenue to 112th Avenue**

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<u>430</u>	<b>Prepare Drainage Construction Plans and Reports - Commerce City Submittal</b>								
431	Hydrology Modeling based on Adjacent Development to the Roadway Infrastructure	2.0	8.0	16.0	24.0			\$6,490	
432	Existing Pond Modification Calculations and Grading	4.0	8.0	24.0	44.0			\$10,200	
433	Hydraulic Calculations for Storm Sewer	4.0	8.0	32.0	24.0			\$8,940	
434	Drainage Maps	2.0	6.0	20.0	32.0			\$7,610	
435	Phase III Drainage Report for Infrastructure within Chambers	4.0	20.0	32.0	80.0			\$17,300	
436	Final Horizontal and Vertical Design of Storm Sewer	4.0	16.0	16.0	80.0			\$14,580	
437	General Construction Notes and Typical Details	1.0	2.0	4.0	8.0			\$1,945	
438	Standard Drainage Details	1.0	2.0	2.0	8.0			\$1,685	
439	Storm Sewer Plan and Profiles for Infrastructure within Chambers	4.0	16.0	20.0	60.0			\$12,800	
440	Storm Sewer Special Structure Details	2.0	16.0	4.0	8.0			\$4,370	
441	Water Quality Pond Modification Plans and Details	2.0	8.0	20.0	36.0			\$8,390	
442	Second Creek Channel Plans	2.0	8.0	32.0	36.0			\$9,950	
	Subtotal							\$104,260	
<u>450</u>	<b>Prepare Construction Plans and Reports - South Adams County Water and Sanitation District Submittal</b>								
<u>460</u>	Potable Waterline Construction Plans								
461	Cover Sheet, Notes, and Details	0.5	2.0	4.0	6.0			\$1,623	
462	Overall Utility Plan	0.5	4.0	8.0	12.0			\$3,153	
463	Potable Waterline Plans (2 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	8.0	16.0	40.0			\$8,330	
464	Bid Quantities and Cost Estimate	1.0	2.0	2.0	8.0			\$1,685	
	Subtotal							\$14,790	
<u>480</u>	Sanitary Sewer and Underdrain Construction Plans								
481	Cover Sheet, Notes, and Details	0.5	2.0	4.0	6.0			\$1,623	
482	Overall Utility Plan	0.5	1.0	2.0	8.0			\$1,433	
483	Sanitary Sewer and Underdrain Plans (2 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	6.0	16.0	32.0			\$7,090	
484	Underdrain Plans (5 Sheets) (Plan and Profiles at 1"=40' Scale)	4.0	10.0	20.0	40.0			\$9,540	
485	Bid Quantities and Cost Estimate	1.0	4.0	2.0	10.0			\$2,235	
	Subtotal							\$21,920	
<u>490</u>	Specifications and Estimate								
491	Review Front-End Contract and General Conditions	1.0	3.0	6.0				\$1,445	
492	Prepare Project Special Provisions	2.0	4.0	8.0				\$2,050	
493	Prepare Standard Special Provisions	1.0	2.0	4.0				\$1,025	
494	Prepare Construction Cost Estimate	2.0	10.0	16.0	28.0			\$7,270	
	Subtotal							\$11,790	
<u>500</u>	Final Design (90%)								
510	Prepare 90% Construction Plans and Address Comments	8.0	40.0	80.0	240.0			\$45,880	
520	Prepare 90% Utility Plans, Specifications and Agreements	4.0	8.0	20.0	40.0			\$9,220	
530	Perform Utility Test Holes (Potholing) (Badger Daylighting)	0.5	8.0	12.0	24.0	\$25,000		\$30,693	
540	Prepare 90% Specifications and Address Comments	2.0	8.0	12.0	10.0			\$4,360	
550	Prepare 90% Cost Estimate	1.0	6.0	8.0	24.0			\$4,945	
560	Coordination with Utilities	12.0	40.0	30.0	24.0			\$15,280	
570	Prepare Exhibits & Agreements for Property Owners	8.0	24.0	16.0	36.0			\$11,540	
580	ROW Acquisition Coordination	24.0	40.0	16.0	8.0			\$13,840	
	Subtotal							\$135,758	
<u>600</u>	Public Involvement								
610	Attend Public Kickoff Meeting & Prepare Exhibits	8.0	8.0		16.0			\$4,600	
620	Attend Public Concept Design Meeting & Prepare Exhibits	8.0	8.0		16.0			\$4,600	
630	Attend Public Preliminary Design Meeting + Exhibits	8.0	8.0		16.0			\$4,600	
	Subtotal							\$13,800	

Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Chambers Road from 106th Avenue to 112th Avenue

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
700	<u>Project Approvals (100%)</u>	\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
710	Address Comments on PS&E Package	6.0	32.0	60.0	200.0				\$37,030
720	Submit PS&E Package for Final City and SACWSD Approval	4.0	8.0	8.0	16.0				\$4,900
730	Prepare Funding Request and Board Communications	12.0	8.0	12.0	8.0				\$5,980
	Subtotal								\$47,910
800	<u>Second Creek CLOMR</u>								
801	CLOMR Hydraulic Modeling	1.0	8.0	32.0	12.0				\$7,005
802	CLOMR Report	4.0	16.0	24.0	32.0			\$6,500	\$16,600
803	Work Maps and Annotated FIRM	2.0	4.0	12.0	16.0				\$4,410
804	MHFD Correspondence and Additional Data Requests	2.0	8.0	8.0	16.0				\$4,530
	Subtotal								\$32,545
900	<u>Reimbursable Fees</u>								
901	Reproduction							\$2,500	\$2,500
902	Deliveries							\$500	\$500
903	Mileage							\$2,000	\$2,000
	Subtotal								\$5,000
	Total:	481	1050	1064	2118	82	\$233,383	\$23,500	\$908,376

## Hourly Rate Schedule

Professional	Hourly Rate
Clerical	\$60
Construction Inspector   Survey Tech	\$90
Engineer   Surveyor   Construction Engineer	\$115
Project Engineer   Project Surveyor   Project Construction Engineer	\$130
Project Lead	\$160
Principal   Manager	\$185
One-Man Survey	\$110
Two-Man Survey	\$155
Reimbursable and Sub-consultant Expenses	Cost Plus 10%

Effective January 1, 2019

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/15/2020	Award of Construction Contract to install irrigation and landscape improvements for 112th Avenue between Chambers Road and Parkside Drive North	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - **Greens Subdivision Frontage, Lokal Subdivision Frontage, and Buffalo Run Golf Course Frontage** - landscape improvements, which includes tree lawn landscape, site prep, fine grading, irrigation, and maintenance.
  - **BRGC Parking Lot** - landscape improvements, which include parking lot landscape, site prep, fine grading, irrigation, and maintenance.
  - **Reunion Frontage** - landscape improvements, which included median and tree lawn landscape, site prep, fine grading, irrigation, and maintenance.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Brightview Landscape Development**.

**BACKGROUND INFORMATION**

The proposed landscape and irrigation improvements are part of the original scope of work that was included in the Phase 1 – 112<sup>th</sup> Avenue Improvements Cost Share Agreement between Commerce City and the Reunion Metropolitan District along with the funding agreement between Clayton and RMD. The scope of work was originally bid with the road and utility improvements; however due to significant changes that occurred during the bid process with the irrigation design we decided to remove the scope of work from HEI and re-bid this portion of the work after the irrigation design was finalized. The ERU's and tap fees have been approved and paid for by RMD for their portion of the Landscaping and Irrigation improvements. The Landscaping and Irrigation pricing from Brightview is within the original budgets per the Cost Share Agreement:

<b>Landscape Improvement Description</b>	<b>Cost Sharing Agreement Budget</b>	<b>Brightview Bid</b>	<b>Favorable Variance</b>
Greens Subdivision Frontage, Lokal Subdivision Frontage, and Buffalo Run Golf Course Frontage	\$249,821.15	\$174,196.30	\$75,624.85
Buffalo Run Golf Course Parking Lot	\$77,196.60	\$44,859.09	\$32,337.51
Reunion Frontage	\$416,767.35	\$213,551.10	\$203,216.25
<b>Totals</b>	<b>\$743,785.10</b>	<b>\$432,606.49</b>	<b>\$311,178.61</b>

### **FINANCIAL DETAILS**

Directly below are the financial details for awarding the contract associated with this board communication:

Landscaping Contract to Brightview

Bid Schedule A – City Only Cost Items – \$174,196.30

Bid Schedule B – Parking Lot Cost Items – \$44,859.09

Bid Schedule C – Reunion Only Cost Items – \$213,551.10

Total Contract Price to Brightview - **\$432,606.49**



**RECOMMENDATION/EVALUATION OF BIDS**  
**112TH AVENUE PHASE 1 LANDSCAPE IMPROVEMENTS**

Prepared for:

Reunion Metropolitan District  
17910 E. Parkside Drive North  
Commerce City, CO 80022

Prepared by:

**JR ENGINEERING, LLC**  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112  
(303) 740-9393

July 2020



July 2, 2020

Board of Directors  
**Reunion Metropolitan District**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids**  
**112<sup>th</sup> Avenue Phase 1 Landscape Improvements**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on June 11, 2020 for the 112<sup>th</sup> Avenue Phase 1 Landscape Improvements Project. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project is located in Commerce City, CO and consists of landscape improvements including median, tree lawn & open space landscape, site prep, fine grading, irrigation, and maintenance on 112<sup>th</sup> Avenue between Chambers Road and Parkside Drive North.

This project was broken out into 3 separate bid schedules:

**Bid Schedule A: City Only Costs.** The work for Bid Schedule A includes landscape and irrigation for Greens subdivision frontage, Lokal subdivision frontage, and Buffalo Run Golf Course Frontage.

**Bid Schedule B: BRGC Parking Lot Costs.** The work for Bid Schedule B includes landscape and irrigation for the Buffalo Run Golf Course parking lot.

**Bid Schedule C: Reunion Only Costs.** The work for Bid Schedule C includes landscape and irrigation for Reunion Frontage.

JR Engineering received bids from 5 Contractors for the 112<sup>th</sup> Avenue Phase 1 Landscape Improvements Project. Contractors' were required to bid on all bid schedules in their entirety. The 5 Contractors and their respective bids from lowest to highest price are as follows:

CONTRACTOR	BID SCHEDULE A	BID SCHEDULE B	BID SCHEDULE C	TOTAL BID
Brightview	174,196.30	44,859.09	213,551.10	<b>432,606.49</b>
Designscapes	250,000.00	80,000.00	271,000.00	<b>601,000.00</b>
WSR	266,822.34	76,443.49	281,385.55	<b>624,651.38</b>
CDI	274,743.55	86,287.55	290,766.30	<b>651,797.40</b>
ACC	249,050.84	82,193.28	327,427.00	<b>658,671.12</b>

A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.



Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance, Bid Price, and Preliminary Schedule.

### **1. Bid Document Conformance:**

CONTRACTOR	Signed Proposal	Addendum Acknowledgement	Qualification Statement	Schedule
ACC	X	X	X	X
Brightview	X	X	X	X
CDI	X	X	X	X
Designscapes	X	X	X	X
WSR	X	X	X	X

### **2. Bid Price:**

JR Engineering prepared bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.

The bid tabulation includes comment regarding discrepancies, extreme differences, and totals between each of the 3 Bid Schedules.

### **3. Bid Schedule Discrepancies**

#### **Bid Schedule A, B, C**

Brightview was extremely low on the Mobilization, 1-Year Maintenance, Rock Mulch, and Soil Amendment items compared with the other bids. JR Engineering contacted Brightview to make sure they knew the requirements associated with these bid items:

- One Year Maintenance Item - This is a lump sum item for an entire year of landscape maintenance.

Brightview replied: Yes.

- Mobilization Item - No separate payment will be made for multiple mobilizations. There will be coordination with Developer on when you can start/stop work.

Brightview replied: Yes – we have mobilization captured as we would on any other job. It is understood that these will be phased and that further coordination will be required with JR Engineering/RMD and the civil contractor.

- Rock Mulch (3 inch) Item - Rock Mulch must be a minimum of a 3 inch depth.

Brightview replied: Yes – we have included rainbow rock mulch at 3" depth as shown on plans. Per our proposal we've assumed that this will be installed on subgrade provided at +/- 0.1' by others.

- Soil Amendment Item (5 CY / 1,000 SF)

Brightview replied: Yes – we have included compost soil amendment based on the quantities provided on the bid form. Quantities seem to be generally in line with these rates and the square footages shown on the District's bid forms. Please note that per these bid forms that native seed areas have been included at 3 CY/1,000 SF.



#### **4. Contractor Qualifications:**

Each proposal included a “Contractor’s Qualification Statement” section to be filled out by each bidder. JR Engineering also utilized the OSHA Web Page to check if each Contractor had any major outstanding OSHA violations on record. No major violations were found within the past three years for any of the contractors. The Contractor qualifications for the lowest bidder are attached (Attachment #2).

#### **5. Preliminary Schedule Evaluation**

Each proposal required a preliminary construction schedule to be submitted with the bid. The preliminary schedule for the lowest bidder is attached for review (Attachment #3). Bidders were to assume a construction start by July 1<sup>st</sup> and completion of Phase 1 Landscape work in 90 Calendar Days.

#### **6. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of all bid schedules based on the above categories for the 112<sup>th</sup> Avenue Phase 1 Landscape Improvements Project for the Reunion Metropolitan District.

CONTRACTOR	RECOMMENDATION
Brightview	Award Lowest Qualified Bidder
Designscapes	Second
WSR	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.

Sincerely,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron Clutter, P.E.

Attachment #1a

**REUNION METRO DISTRICT**  
**112th Avenue Landscape Improvements**  
**Bidders Checklist**  
**Bid Opening 1:00 p.m., June 11, 2020**

COMPANY NAME	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Addendum No. 5	Signed Bid Proposal	Contractor's Qual. Statement	Preliminary Schedule	Bid Schedule A (City Only Costs)	Bid Schedule B (BRGC Parking Lot Costs)	Bid Schedule C (Reunion Only Costs)	Total Bid
American Civil Constructors, LLC	✓	✓	✓	✓	✓	✓	✓	✓	\$ 249,050.84	\$ 82,193.28	\$ 327,427.00	\$ 658,671.12
Brightview Landscape Development, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 174,196.30	\$ 44,859.09	\$ 213,551.10	\$ 432,606.49
CDI Environmental Contractor	✓	✓	✓	✓	✓	✓	✓	✓	\$ 274,743.55	\$ 85,072.55	\$ 290,766.30	\$ 650,582.40
Colorado Designsapes, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 250,000.00	\$ 80,000.00	\$ 271,000.00	\$ 601,000.00
Western States Reclamation, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 78,245.43	\$ 64,393.49	\$ 247,445.55	\$ 390,084.47



**112th Avenue Landscaping  
Bid Schedule A  
City Only Costs**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
112A.58	Rock Mulch [Golf Course Frontage]	3,963	SF	\$ 0.90	\$ 3,566.70	\$ 0.75	\$ 2,972.25	\$ 2.07	\$ 8,203.41	\$ 3.00	\$ 11,889.00	\$ 2.70	\$ 10,700.10
112A.59	Shredded Cedar Mulch [Golf Course Frontage]	375	SF	\$ 0.85	\$ 318.75	\$ 1.20	\$ 450.00	\$ 0.56	\$ 210.00	\$ 1.00	\$ 375.00	\$ 0.65	\$ 243.75
112A.61	Steel Edging [Golf Course Frontage]	1,584	LF	\$ 4.00	\$ 6,336.00	\$ 5.00	\$ 7,920.00	\$ 9.31	\$ 14,747.04	\$ 5.25	\$ 8,316.00	\$ 3.45	\$ 5,464.80
112A.62	Weed Barrier Fabric [Golf Course Frontage]	3,963	SF	\$ 0.12	\$ 475.56	\$ 0.22	\$ 871.86	\$ 0.43	\$ 1,704.09	\$ 0.30	\$ 1,188.90	\$ 0.66	\$ 2,615.58
112A.63	AWG Wire	1,095	LF	\$ 0.17	\$ 186.15	\$ 0.13	\$ 142.35	\$ 0.54	\$ 591.30	\$ 0.20	\$ 219.00	\$ 0.75	\$ 821.25
112A.64	6" Pop-up Spray Head	101	EA	\$ 19.00	\$ 1,919.00	\$ 30.00	\$ 3,030.00	\$ 37.25	\$ 3,762.25	\$ 33.00	\$ 3,333.00	\$ 33.55	\$ 3,388.55
112A.65	Gate Valve - 2" dia.	2	EA	\$ 325.00	\$ 650.00	\$ 310.00	\$ 620.00	\$ 402.00	\$ 804.00	\$ 220.00	\$ 440.00	\$ 135.00	\$ 270.00
112A.66	Manual Drain Valve	2	EA	\$ 95.00	\$ 190.00	\$ 210.00	\$ 420.00	\$ 161.00	\$ 322.00	\$ 415.00	\$ 830.00	\$ 270.00	\$ 540.00
112A.67	Quick Coupling Valve	2	EA	\$ 200.00	\$ 400.00	\$ 310.00	\$ 620.00	\$ 349.50	\$ 699.00	\$ 265.00	\$ 530.00	\$ 305.00	\$ 610.00
112A.68	Electric Control Valve - 1-1/2" dia.	3	EA	\$ 465.00	\$ 1,395.00	\$ 350.00	\$ 1,050.00	\$ 291.50	\$ 874.50	\$ 470.00	\$ 1,410.00	\$ 375.00	\$ 1,125.00
112A.69	PVC Mainline w/ fittings	210	LF	\$ 4.55	\$ 955.50	\$ 5.00	\$ 1,050.00	\$ 3.74	\$ 785.40	\$ 2.85	\$ 598.50	\$ 6.45	\$ 1,354.50
112A.71	PVC Lateral	25	LF	\$ 4.55	\$ 113.75	\$ 3.25	\$ 81.25	\$ 3.27	\$ 81.75	\$ 2.85	\$ 71.25	\$ 3.65	\$ 91.25
112A.72	PVC Lateral	35	LF	\$ 4.25	\$ 148.75	\$ 2.75	\$ 96.25	\$ 2.94	\$ 102.90	\$ 2.50	\$ 87.50	\$ 3.20	\$ 112.00
112A.73	PVC Lateral	835	LF	\$ 3.55	\$ 2,964.25	\$ 2.50	\$ 2,087.50	\$ 2.62	\$ 2,187.70	\$ 2.25	\$ 1,878.75	\$ 3.00	\$ 2,505.00
112A.74	Sleeve	310	LF	\$ 16.00	\$ 4,960.00	\$ 6.50	\$ 2,015.00	\$ 33.15	\$ 10,276.50	\$ 25.00	\$ 7,750.00	\$ 47.00	\$ 14,570.00
112A.75	PVC Mainline w/ fittings	210	LF	\$ 4.25	\$ 892.50	\$ 4.50	\$ 945.00	\$ 3.74	\$ 785.40	\$ 2.50	\$ 525.00	\$ 6.15	\$ 1,291.50
112A.76	Sleeve	165	LF	\$ 32.00	\$ 5,280.00	\$ 24.00	\$ 3,960.00	\$ 37.95	\$ 6,261.75	\$ 41.00	\$ 6,765.00	\$ 68.00	\$ 11,220.00
112A.77	Point of Connection - Mainline and Wire	2	EA	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 1,220.00	\$ 2,440.00	\$ 3,500.00	\$ 7,000.00	\$ 1,820.00	\$ 3,640.00
112A.78	Point of Connection - Mainline and Wire	2	EA	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 1,220.00	\$ 2,440.00	\$ 3,000.00	\$ 6,000.00	\$ 1,600.00	\$ 3,200.00
				<b>Total</b>	<b>249,050.84</b>	<b>Total</b>	<b>174,196.30</b>	<b>Total</b>	<b>274,743.55</b>	<b>Total</b>	<b>250,000.00</b>	<b>Total</b>	<b>266,822.34</b>

**112th Avenue Landscaping  
Bid Schedule B  
BRGC Parking Lot Costs**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
112B.1	Mobilization	1	LS	\$ 29,500.00	\$ 29,500.00	\$ 2,240.00	\$ 2,240.00	\$ 9,020.00	\$ 9,020.00	\$ 11,044.60	\$ 11,044.60	\$ 1,680.00	\$ 1,680.00
112B.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 13,820.00	\$ 13,820.00	\$ 4,500.00	\$ 4,500.00	\$ 9,965.00	\$ 9,965.00
112B.3	Fine Grading, Site Prep	11,808	SF	\$ 0.07	\$ 826.56	\$ 0.06	\$ 708.48	\$ 0.25	\$ 2,952.00	\$ 0.05	\$ 590.40	\$ 0.12	\$ 1,416.96
112B.4	Soil Amendment - Turf and Shrub Beds	59	CY	\$ 40.00	\$ 2,360.00	\$ 32.00	\$ 1,888.00	\$ 60.15	\$ 3,548.85	\$ 90.00	\$ 5,310.00	\$ 39.00	\$ 2,301.00
112B.5	Soil Testing	1	EA	\$ 550.00	\$ 550.00	\$ 250.00	\$ 250.00	\$ 302.50	\$ 302.50	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
112B.6	(PAE) Platanus X Acerfolia "Exclamation!" Exclamation! Planetree	1	EA	\$ 440.00	\$ 440.00	\$ 460.00	\$ 460.00	\$ 675.50	\$ 675.50	\$ 500.00	\$ 500.00	\$ 555.00	\$ 555.00
112B.7	(SJH) Sophora Japonica Millstone Japanese Pagoda Tree	1	EA	\$ 455.00	\$ 455.00	\$ 480.00	\$ 480.00	\$ 675.50	\$ 675.50	\$ 500.00	\$ 500.00	\$ 555.00	\$ 555.00
112B.8	(TCG) Tilia Cordata 'Greenspire' Linden, Greenspire	1	EA	\$ 470.00	\$ 470.00	\$ 490.00	\$ 490.00	\$ 675.50	\$ 675.50	\$ 500.00	\$ 500.00	\$ 555.00	\$ 555.00
112B.9	(MPF) Malus x 'Prairifire' Prairifire Crabapple	3	EA	\$ 395.00	\$ 1,185.00	\$ 350.00	\$ 1,050.00	\$ 537.00	\$ 1,611.00	\$ 410.00	\$ 1,230.00	\$ 480.00	\$ 1,440.00
112B.10	(PN) Pinus Nigra Austrian Pine	3	EA	\$ 425.00	\$ 1,275.00	\$ 400.00	\$ 1,200.00	\$ 563.50	\$ 1,690.50	\$ 460.00	\$ 1,380.00	\$ 595.00	\$ 1,785.00
112B.11	(PE) Pinus Edulis Pinon Pine	1	EA	\$ 450.00	\$ 450.00	\$ 380.00	\$ 380.00	\$ 549.50	\$ 549.50	\$ 460.00	\$ 460.00	\$ 580.00	\$ 580.00
112B.12	(CCD) Caryopteris x Clandonensis 'Dark Knight' Blue Mist Spirea	27	EA	\$ 28.00	\$ 756.00	\$ 29.00	\$ 783.00	\$ 34.50	\$ 931.50	\$ 35.00	\$ 945.00	\$ 32.55	\$ 878.85
112B.13	(PAR) Perovskia Atriplicifolia Russian Sage	9	EA	\$ 29.00	\$ 261.00	\$ 30.00	\$ 270.00	\$ 36.10	\$ 324.90	\$ 35.00	\$ 315.00	\$ 34.10	\$ 306.90
112B.14	(PCP) Prunus X Cistena Purple Leaf Plum	5	EA	\$ 33.00	\$ 165.00	\$ 35.00	\$ 175.00	\$ 42.45	\$ 212.25	\$ 35.00	\$ 175.00	\$ 39.05	\$ 195.25
112B.15	(POD) Physocarpus Opifolius DiabloDiablo Ninebark	6	EA	\$ 29.00	\$ 174.00	\$ 30.00	\$ 180.00	\$ 34.50	\$ 207.00	\$ 35.00	\$ 210.00	\$ 34.35	\$ 206.10
112B.16	(POL) Physocarpus Opifolius 'Donna May' Little Devil Ninebark	41	EA	\$ 29.00	\$ 1,189.00	\$ 37.00	\$ 1,517.00	\$ 42.45	\$ 1,740.45	\$ 35.00	\$ 1,435.00	\$ 41.35	\$ 1,695.35
112B.17	(RNW) Rosa 'Nearly Wild' Nearly Wild Shrub Rose	33	EA	\$ 39.00	\$ 1,287.00	\$ 42.00	\$ 1,386.00	\$ 37.95	\$ 1,252.35	\$ 35.00	\$ 1,155.00	\$ 44.25	\$ 1,460.25
112B.18	(JCA) Alpine Carpet Juniper Armstrong Juniper	33	EA	\$ 41.00	\$ 1,353.00	\$ 42.00	\$ 1,386.00	\$ 48.10	\$ 1,587.30	\$ 40.00	\$ 1,320.00	\$ 48.00	\$ 1,584.00
112B.19	(CAK) Calamagrostis acutiflora, Karl Forester Feather Reed Grass	46	EA	\$ 11.00	\$ 506.00	\$ 13.50	\$ 621.00	\$ 21.60	\$ 993.60	\$ 16.00	\$ 736.00	\$ 16.65	\$ 765.90
112B.20	(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Fountain Grass	70	EA	\$ 12.00	\$ 840.00	\$ 15.75	\$ 1,102.50	\$ 22.35	\$ 1,564.50	\$ 16.00	\$ 1,120.00	\$ 16.65	\$ 1,165.50
112B.21	(SWG) Sporobolus Wrightii Giant Sacaton Grass	23	EA	\$ 12.00	\$ 276.00	\$ 15.75	\$ 362.25	\$ 22.35	\$ 514.05	\$ 16.00	\$ 368.00	\$ 18.55	\$ 426.65
112B.22	(ACR) Agastache Coronado Red Coronado Red Hyssop	36	EA	\$ 12.00	\$ 432.00	\$ 14.25	\$ 513.00	\$ 20.90	\$ 752.40	\$ 12.00	\$ 432.00	\$ 17.80	\$ 640.80
112B.23	(ECL) Epilobium Canum Latifolium Hummingbird Flower	15	EA	\$ 12.00	\$ 180.00	\$ 14.25	\$ 213.75	\$ 21.90	\$ 328.50	\$ 12.00	\$ 180.00	\$ 17.80	\$ 267.00
112B.24	(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	32	EA	\$ 12.00	\$ 384.00	\$ 14.25	\$ 456.00	\$ 20.90	\$ 668.80	\$ 12.00	\$ 384.00	\$ 17.00	\$ 544.00
112B.25	Rock Mulch	11,808	SF	\$ 0.90	\$ 10,627.20	\$ 0.75	\$ 8,856.00	\$ 1.24	\$ 14,641.92	\$ 1.70	\$ 20,073.60	\$ 1.45	\$ 17,121.60
112B.26	Weed Barrier Fabric	11,808	SF	\$ 0.14	\$ 1,653.12	\$ 0.22	\$ 2,597.76	\$ 0.41	\$ 4,841.28	\$ 0.30	\$ 3,542.40	\$ 0.66	\$ 7,793.28
112B.27	AWG Wire	2,295	LF	\$ 0.17	\$ 390.15	\$ 0.13	\$ 298.35	\$ 0.19	\$ 436.05	\$ 0.20	\$ 459.00	\$ 0.18	\$ 413.10
112B.28	Pressure Reducing Valve	1	EA	\$ 900.00	\$ 900.00	\$ 570.00	\$ 570.00	\$ 865.50	\$ 865.50	\$ 1,050.00	\$ 1,050.00	\$ 1,600.00	\$ 1,600.00
112B.29	1" Drip Valve Assembly	2	EA	\$ 315.00	\$ 630.00	\$ 390.00	\$ 780.00	\$ 477.50	\$ 955.00	\$ 500.00	\$ 1,000.00	\$ 375.00	\$ 750.00
112B.30	Drip Line Blow-Out Stub	6	EA	\$ 60.00	\$ 360.00	\$ 86.00	\$ 516.00	\$ 161.00	\$ 966.00	\$ 100.00	\$ 600.00	\$ 82.00	\$ 492.00
112B.31	Drip Shrub Beds	1,770	LF	\$ 3.55	\$ 6,283.50	\$ 1.20	\$ 2,124.00	\$ 1.81	\$ 3,203.70	\$ 2.50	\$ 4,425.00	\$ 1.50	\$ 2,655.00
112B.32	Drip Emitter Tubing w/ fittings	1,590	LF	\$ 2.90	\$ 4,611.00	\$ 1.50	\$ 2,385.00	\$ 4.19	\$ 6,662.10	\$ 2.25	\$ 3,577.50	\$ 1.65	\$ 2,623.50
112B.33	Gate Valve - 1.5" dia.	1	EA	\$ 200.00	\$ 200.00	\$ 80.00	\$ 80.00	\$ 288.50	\$ 288.50	\$ 200.00	\$ 200.00	\$ 130.00	\$ 130.00
112B.34	Manual Drain Valve	2	EA	\$ 95.00	\$ 190.00	\$ 210.00	\$ 420.00	\$ 191.50	\$ 383.00	\$ 415.00	\$ 830.00	\$ 290.00	\$ 580.00
112B.35	Quick Coupling Valve	1	EA	\$ 205.00	\$ 205.00	\$ 310.00	\$ 310.00	\$ 178.50	\$ 178.50	\$ 275.00	\$ 275.00	\$ 335.00	\$ 335.00
112B.36	PVC Mainline w/ fittings	415	LF	\$ 4.25	\$ 1,763.75	\$ 4.50	\$ 1,867.50	\$ 3.37	\$ 1,398.55	\$ 2.50	\$ 1,037.50	\$ 6.70	\$ 2,780.50
112B.37	Sleeve	145	LF	\$ 17.00	\$ 2,465.00	\$ 6.50	\$ 942.50	\$ 25.20	\$ 3,654.00	\$ 32.00	\$ 4,640.00	\$ 51.00	\$ 7,395.00
112B.38	Point of Connection - Mainline and Wire	1	EA	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,215.00	\$ 1,215.00	\$ 3,100.00	\$ 3,100.00	\$ 405.00	\$ 405.00
				<b>Total</b>	<b>\$ 82,193.28</b>	<b>Total</b>	<b>\$ 44,859.09</b>	<b>Total</b>	<b>\$ 86,287.55</b>	<b>Total</b>	<b>\$ 80,000.00</b>	<b>Total</b>	<b>\$ 76,443.49</b>





**112th Avenue Landscape  
Summary By Bid Schedule**

	<b>Bid Schedule A City Only Costs</b>	<b>Bid Schedule B BRCG Parking Lot Costs</b>	<b>Bid Schedule C Runion Only Costs</b>	<b>Total for All Schedules</b>
<b>ACC</b>	<u>\$ 249,050.84</u>	<u>\$ 82,193.28</u>	<u>\$ 327,427.00</u>	<u>\$ 658,671.12</u>
<b>Brightview</b>	<u>\$ 174,196.30</u>	<u>\$ 44,859.09</u>	<u>\$ 213,551.10</u>	<u>\$ 432,606.49</u>
<b>CDI</b>	<u>\$ 274,743.55</u>	<u>\$ 86,287.55</u>	<u>\$ 290,766.30</u>	<u>\$ 651,797.40</u>
<b>Designscapes</b>	<u>\$ 250,000.00</u>	<u>\$ 80,000.00</u>	<u>\$ 271,000.00</u>	<u>\$ 601,000.00</u>
<b>WSR</b>	<u>\$ 266,822.34</u>	<u>\$ 76,443.49</u>	<u>\$ 281,385.55</u>	<u>\$ 624,651.38</u>

### CONTRACTOR'S QUALIFICATION STATEMENT

The Undersigned certified under oath the truth and correctness of all statements and/or all answers to questions made hereinafter.

Submitted to: Reunion Metropolitan District

Submitted by: Name: BrightView Landscape Development, Inc.  
Address: 8888 Motsenbocker Road  
City, State Zip: Parker, CO  
Phone: (303)841-8400  
Principal Office: \_\_\_\_\_

Check One:  Corporation     Partnership     Joint Venture     Individual  
 Other \_\_\_\_\_

1. How many years has your organization been in business as a Contractor under the present firm's name? \_\_\_\_\_  
4 years (previously operating since 1959 as ValleyCrest Landscape Development)

2. How many years has your organization been in business under its present business name? Same

3. If a Corporation, answer the following:

Date of Incorporation September 29, 1959                      State of Incorporation Colorado  
President Thomas Donnelly  
Vice President(s) \_\_\_\_\_  
Secretary Tomas Kuehn  
Treasurer John Feenan

4. If a partnership, answer the following:

Date of Organization \_\_\_\_\_  
Type of Partnership \_\_\_\_\_

(General/Limited/Association)

Name and Address of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If other than a Corporation or Partnership, describe organization and name principals:

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6. What percent of the work do you normally perform with your own forces? 95 %

List Trades Landscape, irrigation, site concrete, unit pavers, site furnishings

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7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why.

No.

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8. Have you ever defaulted on a contract? If so, when, where, and why.

No.

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9. Has any Officer or Partner of your organization ever been an Officer or Partner of another organization that failed to complete a construction contract? If so, state the circumstances below:

No.

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10. Is the Bidder authorized to transact business in Colorado? Yes. (If the answer is "no", skip items 11, 12, and 13.)

11. Is the Bidder's principal place of business in Colorado? Yes. (If the answer is "no", you must answer item 12; if the answer to 11 is "yes", disregard questions 12 below.)

12. A. Does the Bidder maintain a place of business in Colorado? Yes. (If the answer is "yes", you must answer question 12b.)
- B. Has the Bidder paid Colorado Unemployment Compensation Taxes in at least 75 percent of the 8 quarters immediately prior to the date of bid?  
Yes.
13. List major construction projects your Organization has under contract on this date:

Project Name: PB Trunk Open Space  
 Owner: Park Creek Metropolitan District Phone Number: (303) 393-7700  
 Engineer: Mortenson Construction Phone Number: (303) 295-2511  
 Contract Amount: \$8,485,455 Contract Date: December 2018  
 Percent Complete: 95% Scheduled Completion: Summer 2020  
 Scope of Work: Park construction - landscape, irrigation, concrete, restroom building, site furnishings

Project Name: Vermijo Avenue & Sierra Madre Street Reconstruction  
 Owner: City of Colorado Springs/Southwest Business Improvement District Phone Number: (719) 385-5905  
 Engineer: AECOM/Southwest Business Improvement District Phone Number: 719-284-7226  
 Contract Amount: \$4,676,289 Contract Date: December 2019  
 Percent Complete: 75% Scheduled Completion: Initial contract scope - July 2020  
 Scope of Work: Landscape, irrigation, Silva cells, granite paving, concrete unit pavers

Project Name: Sterling Ranch 4A, 4B & 4C  
 Owner: Sterling Ranch CAB Phone Number: (319) 621-6954  
 Engineer: Redlands Phone Number: (720) 283-6783  
 Contract Amount: \$4,105,168 Contract Date: August 2019  
 Percent Complete: 10% Scheduled Completion: December 2020  
 Scope of Work: Landscape, irrigation, concrete, site furnishings, playground equipment

Project Name: Aurora Highlands  
 Owner: Aeropolis Metropolitan District Phone Number: (303)987-0835  
 Engineer: Contour Services Phone Number: (303) 918-9422  
 Contract Amount: \$5,845,943 Contract Date: January 2019  
 Percent Complete: 5% Scheduled Completion: Likely summer 2021 - changing due to infrastructure delays  
 Scope of Work: Landscape, irrigation, site furnishings, site concrete, monumentation

14. List major construction projects similar to the **Reunion Metro District Filings 26A & 37 Landscape Improvements** your Organization has completed in the past five years:

Project Name: Colliers Hill Metropolitan District Improvements  
 Owner: Colliers Hill Metropolitan District Phone Number: 303-858-1800  
 Engineer: JR Engineering Phone Number: (303) 740-9393  
 Contract Amount: \$7,399,800 Contract Date: July 2017  
 Scope of Work: Landscape, irrigation, concrete, playground installation, native seed

Project Name: Sterling Ranch Filing 1  
 Owner: Sterling Ranch CAB Phone Number: (319) 621-6954  
 Engineer: Redlands Phone Number: (720) 283-6783  
 Contract Amount: \$4,853,403 Contract Date: Completed various phases 2017 & 2018  
 Scope of Work: Landscape, irrigation, concrete, playgrounds, masonry, custom trellis structures

Project Name: PA Trunk Open Space  
 Owner: Park Creek Metropolitan District Phone Number: (303) 393-7700  
 Engineer: Mortenson Construction Phone Number: (303) 295-2511  
 Contract Amount: \$4,771,838 Contract Date: April 2016  
 Scope of Work: Landscape, Irrigation, playground installation, native seed

Project Name: Candelas - Multiple Phases & Contracts  
 Owner: Cimmaron Metropolitan District Phone Number: 720-625-8080  
 Engineer: IDES Phone Number: (720) 500-3299  
 Contract Amount: \$6M + Contract Date: 2013 - present  
 Scope of Work: Landscape, irrigation, concrete, playground installation, monumentation

15. List the experience of the principal individuals and superintendents that will be assigned to this project (including the percentage of their time to be assigned to this project)?

NAME	POSITION	YEARS EXPERIENCE	PERCENT OF TIME
<u>Bill Coisman</u>	<u>General Superintendent</u>	<u>33 years</u>	<u>10%</u>
<u>Jim Ransiear</u>	<u>Area Superintendent</u>	<u>35 years</u>	<u>25%</u>
<u>Josh Aylesworth</u>	<u>Project Manager</u>	<u>13 years</u>	<u>25%</u>

16. List the major equipment and the number of crews and the number of workers assigned to each crew that will be used for this project:

See attached

17. List subcontractors and suppliers providing services and/or materials to be furnished and a summarization of the dollar value of each subcontract:

Subcontractor/Supplier	Service/Materials	Dollar Value
<u>DBC Irrigation Supply</u>	<u>Irrigation Materials</u>	<u>Final Value TBD</u>
<u>Arbor Valley Nursery</u>	<u>Trees &amp; Plant Material</u>	<u>Final Value TBD</u>
<u>AMAC Underground</u>	<u>Boring</u>	<u>Final Value TBD</u>

18. List states and categories in which your organization is legally qualified to do business?

AL,AR,AZ,CA,CO,CT,DC,DE,FL,GA,ID,IL,IN,KS,KY,LA,MA,MD,ME,MI,MN,MO,MS,NC,NJ,NV,NY,OK,OR,PA,RI,SC, TN,TX,UT,VA,WV

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19. **Bank References:**  
For Line of Credit: JP Morgan Chase Bank, N.A.; Mark A. Flatin, Managing Director; Three James Center, 1051 East Cary Street, #1415, Richmond, VA 23219, 804-343-7481, mark.a.flatin@jpmorgan.com

For General Banking: PNC Bank, N.A. 800 Connecticut Ave., N.W., Washington, D.C. 20006; Credit Information Department, 888-762-2265

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20. **Trade References:**

See attached

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21. Name of bonding and insurance companies and name and address of agents: maximum bonding capacity. What portion remains of this bonding capacity at the time of submittal of the Bid?

See attached

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22. List any OSHA citations and violations, past or pending, in which your organization has received within the past three years.

See attached

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23. List any recordable injuries (OSHA 300 Log), which your organization has experienced in the past three years. Provide your OSHA 300 Log for the past three years.

See attached

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24. List your organizations current Worker's Compensation Experience Modifier Rate? See attached

25. Does your organization have an established safety program? Yes, See attached If so, please provide.

26. The undersigned agrees to furnish, upon request by the Owner, within five (5) working days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

- |                     |  |
|---------------------|--|
| Current Assets:     | Cash   |
|                     | Joint Venture Accounts                       |
|                     | Notes Receivable                             |
|                     | Accounts Receivable                          |
|                     | Accrued Interest on Notes                    |
|                     | Deposits                                     |
|                     | Materials and Prepaid Expenses               |
|                     | Net Fixed Assets                             |
|                     | Other Assets                                 |
| <br>                |  |
| Current Liabilities | Accounts Payable                             |
|                     | Notes Payable                                |
|                     | Accrued Interest on Notes                    |
|                     | Provision for Income Taxes                   |
|                     | Advances Received from Owners Accrued        |
|                     | Salaries                                     |
|                     | Accrued Payroll Taxes                        |
|                     | Other Liabilities                            |
|                     | Capital Stock                                |
|                     | Authorized and Outstanding Shares Par Values |
|                     | Earned Surplus                               |

Date of Statement of Balance Sheet: To be provided as required after Bid Opening

Name of Firm Preparing Statement: \_\_\_\_\_

By (Agent and Capacity): \_\_\_\_\_

November 8, 2019

Mr. Trevor Frey  
Risk Management - Insurance Manager  
BrightView Landscapes, LLC  
980 Jolly Road  
Blue Bell, PA 19422

**RE: Experience Modification Rates – California (WCIRB) and Multi-State (NCCI)**

BrightView Landscape, LLC and its Subsidiaries  
BrightView Landscape Services, Inc.  
BrightView Landscape Development, Inc.  
BrightView Tree Company  
BrightView Golf Maintenance, Inc.  
Western Landscape Construction

Dear Trevor:

Please allow this letter to serve as confirmation and certification that the Workers Compensation Experience Modification Ratings for the captioned are as follows:

EFFECTIVE DATE OF RATING	CALIFORNIA RATING (WCIRB)	MULTI –STATE RATING (NCCI)
10.01.2019	0.84	0.58
10.01.2018	0.72	0.53
10.01.2017	0.77	0.59
10.01.2016	0.83	0.68
10.01.2015	0.90	0.67
04.01.2014	0.81	0.93
04.01.2013	1.14	0.97
04.01.2012	1.19	0.96
04.01.2011	1.12	0.90

Should you have any questions, or if additional information is required, then please do not hesitate to contact me at 212.441.1411 or [marynoel.casey@aon.com](mailto:marynoel.casey@aon.com).

Yours truly,



MaryNoël Casey  
Vice President, Account Executive



## STATEMENT OF EXPERIENCE

### CORPORATE ADDRESS

BrightView Landscape Development, Inc.  
24151 Ventura Boulevard ♦ Calabasas, California 91302, Phone (818) 223-8500 ♦ Fax (818) 223-8142

### ORGANIZATIONAL EXPERIENCE

The Company, operating since April 1949, is an industry leader in landscape, irrigation systems, golf course construction and engineering site construction work, both as a general contractor and as a subcontractor.

### OTHER INTERESTS

The Corporation does not have controlling interest in any other companies.

### RESPONSIBILITY

Our officers have never failed to complete a contract. No principal has ever declared bankruptcy, nor had a license suspended.

### SURETY ♦ LIBERTY MUTUAL INSURANCE COMPANY

**Surety Broker: AON Risk Services West, Inc.**

**Contact:** Simone Gerhard, Surety Account Manager

707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017; Phone (213) 630-1386 ♦ Facsimile (213) 630-7308

### BANKING ♦ PNC BANK, N.A.

**Contact:** Credit Information Department

800 Connecticut Avenue, N.W., Washington D.C. 20006; Phone (888) 762-2265

### LINES OF CREDIT ♦ J.P. Morgan

**Contact:** Mark A. Flatin

Three James Center, 1051 East Cary Street, Suite 1415, Richmond, VA 23219; Phone (804) 343-7481

### MANAGEMENT CORPORATE STAFF

### EMPLOYED

Thomas C. Donnelly, CEO & President .....	March 1980
Jeff Hinners, Sr. Vice President .....	1992
Tomas A. Kuehn, Corporate Secretary .....	2010
Kelly Duke, Vice President, Pre-Development Services .....	August 1985
Thomas P. Powell, Vice President and CFO.....	2004
Julianne Seeley, Director .....	March 1997
Joy Bigley, Director of Administration.....	2013
Joaquin Velasquez, Director of Finance .....	2008

### MANAGEMENT OPERATIONS STAFF

Vince Germann, Senior Vice President, Regional Branch Manager ♦ Southern California and Nevada .....	August 1984
Po Chen, Vice President, Branch Manager ♦ Orange County, California .....	December 2008
Dan Harper, Branch Manager ♦ Sacramento, California .....	1990
Skip Stevens, Vice President ♦ Pleasanton, California .....	1986
Ray Tristan, Branch Manager ♦ Pleasanton, California .....	1986
Brendan McFadden, Vice President, Branch Manager ♦ San Diego, California .....	1994
Brian Chesnut, Vice President ♦ Las Vegas, Nevada .....	2000
Jessica Naylor, Branch Manager ♦ Las Vegas, Nevada.....	2010
Sean Brosnan, Sr. Vice President, Branch Manager ♦ Boston, Massachusetts.....	1985
Jeff Hinners, Sr. Vice President ♦ Southeast Region.....	1992
Ron Claassen, Vice President, Branch Manager ♦ Orlando, Florida .....	2001
Matt Fisher, Branch Manager ♦ Dallas, Texas .....	1999
Jeff Lennon, Sr. Vice President, Branch Manager ♦ Austin, Texas.....	1975
Andy Johnson, Vice President, Branch Manager ♦ Tampa, Florida .....	1993
Steve Titus, Sr. Vice President, Branch Manager ♦ Washington, DC. ....	2000
James Wallace, Branch Manager ♦ Chicago, Illinois .....	2016
Ed Mauser, Vice President, Regional Branch Manager ♦ Central.....	1985
Mark Carlos, Executive Director ♦ Design Group.....	June 1997
Kurt Buxton, Vice President ♦ Design Group .....	June 1987



CHUBB



TRAVELERS



June 9, 2020

RE: Project Prequalification Letter - BrightView Landscape Development, Inc.

To Whom It May Concern:

Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit of Maryland, Aspen American Insurance Company and Westchester Fire Insurance Company ("Sureties") are current surety partners for BrightView Landscape Development, Inc. ("BrightView"). BrightView is a valued customer of each Surety with ongoing relationships that, in some cases, exceed 20 years in length. Each of BrightView's Sureties is recognized by A.M. Best with financial strength ratings of A XV, A++ XV, A+ XV, A XV and A++ XV, respectively. Additionally, each surety is listed in the Department of Treasury's Federal Register of Certified Companies and is a licensed, admitted surety in all fifty US States.

BrightView has single project bond capacity in excess of **\$150 Million** and a collective aggregate bond capacity in excess of **\$750 Million**. Total available capacity is in excess of **\$400 Million**.

Please note that this letter is not an assumption of liability, nor is it a bid bond or performance bond. Any request for surety support would be subject to normal Surety underwriting procedures and is exclusively a matter between BrightView and its Sureties. Therefore, there is no liability to you or to any third party if for any reason Sureties do not execute any bonds.

Very truly yours,

Liberty Mutual Insurance Company  
Travelers Casualty and Surety Company of America  
Fidelity and Deposit of Maryland  
Aspen American Insurance Company  
Westchester Fire Insurance Company

Simone Gerhard, Attorney-in-Fact

Recordable Incident Rate (TRIR or RIR) [(G+H+I+J)\*200k] / Total Hours: 0.47

Lost Time Incident Rate (LTIR) [(H\*200k) / Total Hours]: 0.23

Days Away/Restricted or Transfer (DART) [((H+I)\*200k) / Total Hours]: 0.40

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2018



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>7</u>	<u>5</u>	<u>2</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>532</u>	<u>321</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>14</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name BrightView Landscape Development

Street 24151 Ventura Blvd

City Calabasas State CA Zip 91302

Industry description (e.g., Manufacture of motor truck trailers)  
Landscape Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

5 6 1 7 3 0

### Employment information

Annual average number of employees 2796

Total hours worked by all employees last year 5,966,573

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tom Donnelly  
Company executive

President  
Title

805-320-7776  
Phone

1/29/2019  
Date

# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name BrightView Landscape Development

City Calabasas State CA

Identify the person		Describe the case		Classify the case				Enter the number of days the injured or ill worker was:										
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						Check the "injury" column or choose one type of illness:						
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)									(5)
1	[REDACTED]	Crew Member	3/1/18	Jobsite	Metal edger blade made contacted with left foot of and caused fracture and laceration requiring sutures.		x			42	64	x						
2	[REDACTED]	Crew Member	3/10/18	Jobsite	As an employee was removing wooden forms securing a concrete column, that had been poured the day before in a Sonotube, the column became unstable, fell onto employee, pinning him beneath it.		x			143		x						
3	[REDACTED]	Crew Member	3/29/18	Jobsite	Employee was moving flats of plants, loading a cart. When he lifted a flat, he twisted his strained his lower back			x			18	x						
4	[REDACTED]	Crew Member	4/23/18	Jobsite	While sliding trees to the rear of a semi-trailer with a strap that was attached to the bottom of the tree ball wire basket the wire basket broke. The strap snapped back and the hook struck a team member standing 20' back causing a laceration to his face.		x			29	84	x						
5	[REDACTED]	Crew Member	5/4/18	Jobsite	Employee was using left rear wheel as a step to retrieve back pack blower from truck bed, when he stepped down his right foot was half on and half off curb causing him to loose his balance twisting his left ankle.			x			33	x						
6	[REDACTED]	Crew Member	5/23/18	Jobsite	Caught finger in pinch point or soil bucket hoisted by crane		x			180		x						
7	[REDACTED]	Crew Member	5/29/18	Jobsite	Employee punctured both hands on thorns while pushing a tree.				x			x						
8	[REDACTED]	Crew Member	6/5/18	Jobsite	Employee was planting cactus on slopes lipped and fell down and strained leg.			x			16	x						
9	[REDACTED]	Crew Member	8/15/18	Jobsite	Employee was using an electric circular saw to cut pieces of 2x4 for sidewalk forms. He was holding the saw with his left hand and the 2x4 with his right and cut his right index finger and had to have sutures.		x			6	88	x						
10	[REDACTED]	Crew Member	9/14/18	Jobsite	Employee complained of abdominal pain. and said it had been occurring for 3-4 days. She had been placing shoveling mulch from pile into wheelbarrow and shoveling mulch in plant beds. Diagnosed with hernia.		x			73		x						

# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name BrightView Landscape Development  
City Calabasas State CA

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		(M)					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
11	[REDACTED]	Crew Member	10/15/18	Jobsite	Employee was prying a stake from the ground and when it came loose his middle knuckles on his right hand made contact with the concrete pool wall.			x			4	x					
12	[REDACTED]	Crew Member	11/2/18	Jobsite	Employee was working placing Geofam blocks. Fell backwards onto his back.		x			59		x					
13	[REDACTED]	Crew Member	12/12/18	Jobsite	A rock struck team member on the knee while working on a slope. Refusal of medical at time of incident. After holidays requested medical treatment.				x			x					
14	[REDACTED]	Crew Member	12/14/18	Jobsite	Employees right wrist became swollen and very painful today. He believes it the original injury happened a week ago when he was positioning 2" x 2" boulders by hand.			x			14	X					
<b>Page totals</b>						<b>0</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>532</b>	<b>321</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>


Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



**Recordable Incident Rate (TRIR or RIR)**  $[(G+H+I+J)*200k] / \text{Total Hours}$ : 0.77      **Lost Time Incident Rate (LTIR)**  $[(H*200k) / \text{Total Hours}]$ : 0.28      **Days Away/Restricted or Transfer (DART)**  $[\text{Total Days} / \text{Total Hours}]$ : 0.69

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2017 

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	7	10	2
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
339	185
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	19	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name BrightView Landscape Development

Street 24151 Ventura Blvd.

City Calabasas State CA Zip 91302

Industry description (e.g., Manufacture of motor truck trailers)  
Landscape Construction


Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
\_\_\_\_\_

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
5 6 1 7 3 0

**Employment information**

Annual average number of employees 2,415

Total hours worked by all employees last year 4,946,423

Sign here 

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tom Donnelly President  
Company executive Title

805-230-7776 1/18/2018  
Phone Date

# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2017  
U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name BrightView Landscape Development  
City Calabasas State CA

Identify the person			Describe the case			Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case.				Enter the number of days the injured or ill worker was.		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)						
						(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(M)	(N)	(O)	(P)	(Q)	(R)	(1)	(2)	(3)	(4)	(5)	(6)
1	[REDACTED]	Driver	2/6/17	Jobsite	While loading skid steer onto bed of camper he stepped out of the equipment compartment and strained his knee.		x			105		x					
2	[REDACTED]	Laborer	2/22/17	Jobsite	Was lifting pavers and stood up and felt back pain.			x			11	x					
3	[REDACTED]	Laborer	4/13/17	Jobsite	Stepped onto a covered manhole and the plate slipped and his leg slipped into the hole causing a laceration.		x			5	x						
4	[REDACTED]	Driver	4/18/17	Jobsite	Twisted his back when exiting truck			x			16	x					
5	[REDACTED]	Laborer	4/20/17	Jobsite	Pinched his finger while setting a bench causing laceration		x			8	x						
6	[REDACTED]	Laborer	4/20/17	Jobsite	Lacerated finger with razor knife while cutting bender boards.			x			8	x					
7	[REDACTED]	Laborer	4/22/17	Jobsite	Subcontracted crane struck building dislodging stone veneer which fell below on workers - struck head			x			12	x					
8	[REDACTED]	Laborer	4/22/17	Jobsite	Subcontracted crane struck building dislodging stone veneer which fell below on workers - struck head			x			8	x					
9	[REDACTED]	Laborer	6/12/17	Jobsite	Long reach forklift rolled on its side and operator suffered laceration to the head		x			111	x						
10	[REDACTED]	Laborer	6/27/17	Jobsite	Metal clamps from concrete hose fell on toe		x			42	9	x					
11	[REDACTED]	Laborer	7/10/17	Jobsite	Slipped on pipe laying on the ground and twisted ankle			x			53	x					
12	[REDACTED]	Laborer	7/24/17	Jobsite	Fractured finger when finger was pinched between bollard and cart wheel		x			59	x						
13	[REDACTED]	Laborer	7/27/17	Jobsite	Lost footing and shovel handle impacted chest causing pain				x			x					
14	[REDACTED]	Laborer	8/16/17	Jobsite	Fell off of flatbed trailer and hurt shoulder			x			9	x					
15	[REDACTED]	Laborer	8/29/17	Jobsite	Strained back while lifting plants		x			9	x						
16	[REDACTED]	Laborer	9/25/17	Jobsite	Strained shoulder while unloading plant containers				x			x					
17	[REDACTED]	Laborer	10/5/17	Jobsite	Smashed hand with sledgehammer			x			40	x					
18	[REDACTED]	Laborer	10/31/17	Jobsite	Fell from flatbed trailer and suffered multiple contusions			x			12	x					
19	[REDACTED]	Laborer	12/8/17	Jobsite	Fell from flatbed trailer and hurt his knee			x			7	x					
<b>Page totals</b>						<b>0</b>	<b>7</b>	<b>10</b>	<b>2</b>	<b>339</b>	<b>185</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Recordable Incident Rate (TRIR or RIR)  
[(G+H+I+J)\*200k] / Total Hours: 1.66

Lost Time Incident Rate (LTIR)  
[(H\*200k) / Total Hours]: 0.55

Days Away/Restricted or Transfer (DART)  
[((H+I)\*200k) / Total Hours]: 1.25

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2016



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>12</u>	<u>15</u>	<u>9</u>
(G)	(H)	(I)	(J)

## Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>486</u>	<u>500</u>
(K)	(L)

## Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>35</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>1</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name BrightView Landscape Development  
Street 24151 Ventura Blvd.  
City Calabasas State CA Zip 91302  
Industry description (e.g., Manufacture of motor truck trailers)  
Landscape Construction  
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
5 6 1 7 3 0

## Employment information

Annual average number of employees 2216  
Total hours worked by all employees last year 4,327,574

Sign here

*Ken Bowman*

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ken Bowman  
Company executive

VP, EHS  
Title

484-567-7233  
Phone

1/30/2017  
Date



# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name BrightView Landscape Development  
City Calabasas State CA

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was							
(A) Case No	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was		Check the "injury" column or choose one type of illness.					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M)					
						(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								(I)	(J)			(1)	(2)	(3)	(4)	(5)	(6)
1		Laborer	10/6	Jobsite	Tripped causing laceration to left knee			x			6	x					
2		Laborer	3/2	Jobsite	Slipped, straining right shoulder			x			96	x					
3		Laborer	2/17	Jobsite	Struck with trimmer laceration left index finger			x			12	x					
4		Laborer	5/10	Jobsite	Received hemia while removing T-posts			x			14	x					
5		Foreman	10/27	Jobsite	Laceration to head by back swing of hammer				x			x					
6		Laborer	10/4	Jobsite	Fell down on wrist causing sprain				x			x					
7		Equip. Opr.	8/16	Jobsite	Fractured right ankle walking up slope		x			91		x					
8		Laborer	10/18	Jobsite	Lacerated left middle finger moving planters				x			x					
9		Foreman	7/9	Jobsite	Pulled groin while pulling tree up by hand			x			25	x					
10		Foreman	8/2	Jobsite	Strained finger at pinch point of vehicle				x			x					
11		Leadman	8/23	Jobsite	Cornual abrasion while cutting vines			x			2	x					
12		Foreman	2/8	Jobsite	Bsprained knee from stepping in loose soil		x			9	20	x					
13		Laborer	5/2	Jobsite	Dislocated knee working in loose sandy soil		x			15		x					
14		Leadman	11/4	Jobsite	Tripped causing laceration to right knee				x			x					
15		Laborer	4/8	Jobsite	Lacerated thumb while driving stakes				x			x					
16		Leadman	8/23	Roadway	Lower back pain from motor vehicle accident		x			41	64	x					
17		Laborer	8/23	Roadway	Neck sprain from motor vehicle accident		x			62		x					
18		Mechanic	2/24	Yard	1st degree burn from hot slag		x			5		x					
19		Leadman	8/10	Jobsite	Broken teeth and lip contusion from pipe			x			2	x					
20		Laborer	8/23	Roadway	Lower back strain from motor vehicle accident			x			20	x					
21		Laborer	8/23	Roadway	Cervical Strain from motor vehicle accident		x			140		x					
22		Equip. Opr.	3/11	Jobsite	Lower back strain from moving concrete bag			x			4	x					
23		Laborer	8/23	Jobsite	Right pointer finger pinched by pipe stand			x			11	x					
24		Driver	2/3	Roadway	Whiplash from hitting sand storage bin				x			x					
25		Laborer	5/11	Jobsite	Fractured ankle by stepping on rock				x			x					
26		Foreman	8/23	Roadway	Bruised ribs from motor vehicle accident			x			3	x					
27		Masonry	5/27	Jobsite	Back strain from de-boxing tree			x			22	x					
28		Laborer	11/14	Jobsite	Abrasion to left knee from falling			x			29	x					
29		Laborer	10/25	Jobsite	Back strain after lifting tree		x			25		x					
30		Laborer	7/11	Jobsite	Celulitis of right elbow from bug bite		x			4							x
31		Laborer	9/9	Jobsite	Lumbar contusion and strain from falling		x			61	60	x					
32		Laborer	7/1	Jobsite	Shin contusion from falling in valve box				x		4	x					
<b>Page totals</b>						<b>0</b>	<b>10</b>	<b>14</b>	<b>8</b>	<b>453</b>	<b>394</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)  
Skin Disorder (2)  
Respiratory Condition (3)  
Poisoning (4)  
Hearing Loss (5)  
All other illnesses (6)





# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

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Form approved OMB no. 1218-0176

Establishment name BrightView Landscape Development  
City Calabasas State CA

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M)					
						(G)	(H)	Job transfer or restriction (I)	Other recordable cases (J)	(K)	(L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
33	[REDACTED]	Laborer	7/1	Jobsite	Multiple contusions from slip and fall		x			29	6	x					
34	[REDACTED]	Laborer	6/6	Jobsite	Puncture wound from sharp metal		x			4		x					
38	[REDACTED]	Laborer	5/20	Jobsite	Torn right bicep from lifting jackhammer			X			100	x					
38	[REDACTED]	Superintendent	1/4	Jobsite	Partial amputation of middle finger from pinch				x			x					
Page totals						0	2	1	1	33	108	4	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to the office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)



# Corporate Safety Manual

*January 2019*

**CONFIDENTIAL OR PRIVILEGED:** This communication contains information intended only for the use of the individuals to whom it is addressed and may contain information that is privileged, confidential or exempt from other disclosure under applicable law. If you are not the intended recipient, you are notified that any disclosure, printing, copying, distribution or use of the contents is prohibited. If you have received this in error, please notify the sender immediately by telephone or by returning it by reply email and then permanently deleting the communication from your system. Thank you.

To All BrightView Employees:

We would like to ask each of you to make BrightView's safety and health goal one of your personal objectives. It is crucial to the overall success of BrightView. Most importantly, reaching this goal will help protect the health and safety of all BrightView employees

This Corporate Safety Manual is the core of our corporate Safety and Health Program. It spells out the safety and health responsibilities for each level in the organization, and identifies the tools available to help plan and carry out an effective Safety Management System at every BrightView location.

To reach BrightView's safety and health goal, this important program must be applied throughout the company in an environment of openness and participation. It is designed for all BrightView employees.

Please join us in this continuing effort to improve the health and safety of BrightView people both at work and off-the-job.

*Mark A. Ludewig*  
Corporate Environmental, Health & Safety Director



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## SECTION 1 – Safety Communication

### 1.1 Safety Commitment

- 1.1.1 We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a workplace where No One Gets Hurt.
- 1.1.2 We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services.
- 1.1.3 We foster a culture where all leaders and team members are empowered to address safety risks and prevent incidents and injuries.
- 1.1.4 We provide a safe work environment that places significant value on the health and welfare of our team members, and integrates safety into our management decisions and operating practices.
- 1.1.5 We regularly train our people on their responsibilities to create and maintain a safe and healthy work environment.
- 1.1.6 We hold ourselves accountable to be a leader in business performance which includes as the top priority, our safety performance.
- 1.1.7 We comply with Occupational Safety and Health Act (OSHA) regulations and company safety policies that are designed to protect our people from known workplace hazards.

#### **BrightView Safety Responsibility**

At BrightView, ensuring workplace safety is the responsibility of every leader and team member. We empower and expect everyone at BrightView to Take Pride in their role of providing safe services and to Take Care of ourselves, each other and our clients. Through this shared commitment, we live our safety promise every day to provide the highest quality services in the safest manner.

*I am committed to a workplace where No One Gets Hurt.*

## 1.2 BrightView Safety Pledge

I commit to working safety in every task to protect myself, fellow team members, the public and the environment.

### I Will:

- 1.2.1 Follow all safety instructions provided by my direct supervisor or Branch Management.
- 1.2.2 Always wear my seatbelt.
- 1.2.3 Participate and engage in the daily stretch before work and the weekly tailgate training.
- 1.2.4 Be familiar with and abide by all BrightView policies, procedures, programs and training.
- 1.2.5 Never take shortcuts at the expense of safety.
- 1.2.6 Use the required personal protective equipment (PPE) provided to me.
- 1.2.7 Identify and correct unsafe conditions and report them to my direct supervisor or Branch Management.
- 1.2.8 Use the right equipment for the task at hand and promptly report defective equipment to my direct supervisor or Branch Management.
- 1.2.9 Stop and ask for help and never try to lift what I know I cannot lift safely.
- 1.2.10 Report any incident or near miss, no matter how minor, to my direct supervisor or Branch Management.

**I hereby acknowledge I have received a copy of the BrightView Safety Rules (Code of Safe Conduct). I understand that during the course of my employment, I will be exposed to certain hazards, including chemicals and power operated equipment. I understand that I have a duty to mitigate this exposure by following safe work practices at all times, including properly utilizing PPE, and applying safety trainings and certifications. It is understood that my failure to work safely could result in disciplinary action, up to and including immediate separation of employment.**

**Signature:**

---

**Name (please print):**

---

**Date:** \_\_\_\_\_ **Branch #:** \_\_\_\_\_

### 1.3 BrightView Safety Policy

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering that highest quality service, our dedicated team members across BrightView understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.

En BrightView nos comprometemos nuestro negocio de una manera responsable. La oportunidad de proporcionar servicios de primera clase y de crear paisajes inspiradores y seguros para nuestros clientes, es un privilegio y una responsabilidad por la cual laboramos arduamente a diario para proteger y mejorar. Al proporcionar un servicio de la más alta calidad, nuestros dedicados miembros del equipo en BrightView comprenden que nada es más importante que la seguridad de nuestra gente, los clientes y las comunidades en donde servimos. Como uno de nuestros valores fundamentales, la seguridad ayuda a definir a BrightView y a la forma en la que impulsamos y proporcionamos confianza por medio de la excelencia.

## 1.4 Code of Safe Conduct

In order to assure orderly operations and provide the best possible work environment, the company has established the following guidelines to ensure the expected work behavior. They are designed to permit work to proceed efficiently while maintaining the freedom and dignity of each team member.

As set forth below, depending on severity of the misconduct, at the first indication that a team member is having difficulty complying with a rule of conduct, the team member's manager may discuss the situation with him or her to ensure a clear understanding of what is expected and to help the team member correct the issue.

Should the team member fail to correct the issue, the manager will take formal corrective action? Formal corrective actions generally fit into one of the following four categories, depending on the severity of the offense:

	Minimum Corrective Action
Category 4	Verbal Warning
Category 3	Written Warning
Category 2	Final Warning (with or without suspension)
Category 1	Termination from employment

**The company reserves the right, in its sole discretion, to skip one or all disciplinary steps depending on severity of infraction.**

The primary purpose of a Warning is to impress upon the team member the need for corrective action and/or a behavioral change on his or her part. The accumulation of two Written Warnings for different offenses within a one-year period will result in a Final Warning (with or without suspension without pay). The cumulative effect of Warnings, for discharge or suspension purposes, will be negated after a rolling 12 month period has lapsed without any further infractions by the team member.

The offenses that follow are not intended to be all inclusive and the Company reserves the right to suspend or terminate team members for any single act of misconduct if severe enough in the judgment of management. However, the following offenses represent the types of behavior that are not consistent with BrightView's leadership behaviors.

In determining the appropriate discipline, each case will be evaluated on its own merit. Discipline for the same type of offense may vary depending on the circumstances of each case.

### 1.4.1 Investigation

All reports of misconduct, incidents, and violations of these Work Rules and Code of Safe Conduct will be investigated immediately by the Branch Management, Human Resources, and Regional EHS Manager. Investigations will consider all facts and circumstances relevant to the reported incident.

### 1.4.2 Management Accountability

Branch Management and Leadership has the responsibility to train and direct all team members as well as provide sufficient oversight and monitoring to ensure that the Work Rules and Code of Safe Conduct are followed. Branch Management and Leadership found to have knowingly failed in this responsibility will receive the appropriate corrective action.

### 1.4.3 First Category

The *First Category* (Category 1) of offenses will generally result in termination. These can be extremely serious violations of Company purpose, values, safety rules, and policies. Commission of an offense in this category can be grounds for

immediate separation of employment. Offenses such as the following, subject to careful consideration of all the facts, fall into this category:

CATEGORY 1		
Rule #	Section	Rule
WR – 1.1	Major Violation	Failure to comply with the Drug and Alcohol Use Policy, which includes but is not limited to possession, use, or being under the influence of intoxicants during working hours, on company or consumer/customer property, in company vehicles, while engaged in company business.
WR – 1.2	Major Violation	Removing safety devices from equipment
WR – 1.3	Major Violation	Workplace violence – fighting, assaulting, or threatening a BrightView team member, customer, or consumer. <ul style="list-style-type: none"> <li>More serious than simple clash or disagreement, review Professional Conduct Policy.</li> </ul>
WR – 1.4	Major Violation	Not using approved safety equipment (e.g., seat belts, ROPS, PPE)
WR – 1.5	Major Violation	Immoral or unethical conduct, indecent behavior, or a violation of law <ul style="list-style-type: none"> <li>Review Professional Conduct policy for specifics</li> </ul>
WR – 1.6	Major Violation	Deliberate misrepresentation of work completed. <ul style="list-style-type: none"> <li>Falsification of estimates/records</li> <li>Intentional overbilling</li> <li>Intentional non-fulfillment of services</li> </ul>
WR – 1.7	Major Violation	Unless permitted by state law, possession or use of firearms, ammunition, explosives or other weapons during working hours or on Company or customer/consumer property, in Company vehicles, or while engaged in Company business. This rule includes use of a knife, tool, or other objects as a weapon on Company, customer/consumer property, in Company vehicles or while engaged in Company business.
WR – 1.8	Major Violation	Unauthorized use of Company vehicles or equipment, having unauthorized passengers in a Company vehicle, or permitting others to use Company vehicles without authorization. <ul style="list-style-type: none"> <li>Local management to determine if anyone is “authorized” (must be cleared with Region Equipment/Fleet Manager)</li> <li>EXCLUDES assigned company vehicles – should be production fleet only</li> </ul>
WR – 1.9	Major Violation	Engaging in any activity which conflicts with the business interests of BrightView. This includes providing any services for personal benefit that are offered by BrightView. Questionable activities should be reviewed, in advance, with your manager to determine whether there is a conflict of interest. <ul style="list-style-type: none"> <li>Side jobs for personal gain – review the Moonlighting Policy with team members</li> </ul>
WR – 1.10	Major Violation	Theft, misappropriation or unauthorized use, possession or removal of Company property, the property of others, or fuel.
WR – 1.11	Major Violation	Deliberate damage to company, consumer, customer or team member property
WR – 1.12	Major Violation	Willful or flagrant disregard of safety or environmental compliance rules or regulations. <ul style="list-style-type: none"> <li>Violating state and/or federal law regarding product use</li> <li>Improperly completing paperwork associated with application of product</li> </ul>
WR – 1.13	Major Violation	Any team member with more than 6 months of service, and has four (4) or more 1-800 How’s My Driving alert calls in a rolling 24 month period – <b>termination from employment or termination of driving privileges?</b>

#### 1.4.4 Second Category

The *Second Category* (Category 2) is an elevated level of severity compared to that of the Third Category. A violation may result (in addition to a Corrective Action Notice) in a disciplinary suspension or termination, depending on the severity of the violation for the first offense. A second incident by a team member with a pre-existing Written Warning may result in the team member’s termination. Examples of such conduct are:

CATEGORY 2		
Rule #	Section	Rule
WR – 2.1	Work Rules	Carelessness or negligent damage to company, consumer, customer property. <ul style="list-style-type: none"> <li>Damage or breaking company equipment (truck, mower, weed whacker, blower, etc.)</li> <li>Denting, damaging siding, A/C units, breaking door walls/windows, etc.</li> </ul>
WR – 2.2	Work Rules	Use of abusive language to any customer, consumer, team member or manager. <ul style="list-style-type: none"> <li>Profanity directed at someone</li> </ul>
WR – 2.3	Work Rules	Sleeping during work hours (other than approved breaks).
WR – 2.4	Work Rules	Insubordination <ul style="list-style-type: none"> <li>This includes deliberately refusing to do a job assignment, disobeying instructions or deliberately failing to perform a job assignment properly.</li> <li>Refusal to work reasonable overtime or schedule fluctuations throughout the year</li> <li>Chronic failure to return / answer calls, emails, or texts</li> </ul>
WR – 2.5	Work Rules	Making or publishing false or malicious statements concerning other team members, managers, consumers, customers, the Company, or our services. Liber or slanderous statements made about others
WR – 2.6	Work Rules	<ul style="list-style-type: none"> <li>Reckless driving or similar aggravated driving offense in a Company vehicle.</li> <li>Motorist Observation Report (MOR)</li> <li>Any at-fault accident in a company vehicle or preventable vehicle incident</li> </ul>
WR – 2.7	Work Rules	<ul style="list-style-type: none"> <li>Flagrant disregard for operating instructions or procedures</li> <li>Severity of violation will dictate whether termination is appropriate</li> <li>Knowingly taking a risk with products or equipment</li> <li>Using or altering equipment in an unapproved manner</li> </ul>

WR – 2.8	Work Rules	Solicitation of any work from BrightView consumers or customers, including property management firms for personal gain. Questionable activities should be reviewed, in advance, with your manager to determine whether there is a conflict of interest. <ul style="list-style-type: none"> <li>▪ Soliciting personal business from a BrightView customer</li> </ul>
WR – 2.9	Work Rules	Violation of the Smoking and Tobacco Use Policy (includes electronic cigarettes). Depends on state law – review tobacco free workplace policy <ul style="list-style-type: none"> <li>▪ Two instances of Tobacco use inside company property (including a vehicle) result in termination.</li> </ul>
WR – 2.10	Work Rules	Negligent loss or abuse of Company products and equipment, which could result in loss to the Company. <ul style="list-style-type: none"> <li>▪ Losing a blower, string trimmer, specialty equipment, etc.</li> <li>▪ Breaking a piece of equipment</li> <li>▪ Inappropriate use of label recommended application rates of products</li> </ul>
WR – 2.11	Work Rules	If in a driving capacity, failing to sustain or obtain licenses to comply with minimum company standards, or failing to carry appropriate licenses/identification as appropriate. <ul style="list-style-type: none"> <li>▪ DOT - failing to pass exams or carry appropriate identification</li> </ul>
WR – 2.12	Work Rules	Elevated verbal or physical confrontation with a team member, manager, customer or consumer. <ul style="list-style-type: none"> <li>▪ More than just a friendly poking or prodding – i.e. in your face</li> </ul>
WR – 2.13	Work Rules	Failure to comply with the Anti-Harassment and/or Non-Discrimination Policy <ul style="list-style-type: none"> <li>▪ Review the policy with team member</li> </ul>
WR – 2.14	Work Rules	Falsifications of company documents including employment, medical, time records, insurance claims or any other company document. <ul style="list-style-type: none"> <li>▪ The Company policy is to terminate team members who deliberately falsify employment applications or new hire paperwork</li> </ul>
WR – 2.15	Work Rules	Failure to cooperate in an internal investigation.
GSR – 3	General Safety Rule	Report all accidents/injuries/incidents to a supervisor or a member of management immediately, but in all cases, before the end of the shift, whether or not medical treatment is required
PPE – 1	Personal Protective Equipment Rule	Chainsaws are prohibited in the field unless accompanied by required PPE; chaps, hardhat, safety glasses, face protection, hearing protection, and gloves. Chainsaw chaps and all other required PPE shall be worn when using a chainsaw on the ground.
PPE – 2	Personal Protective Equipment Rule	Hedge trimmer chaps and all other required PPE shall be worn when using gas shears
PPE – 7	Personal Protective Equipment Rule	A Coast Guard approved Type II or III life vest is required for lakes, retention ponds, or bodies of water where a team member may be working in, on, or above the water.
VSR – 1	Vehicle Safety Rule	Seat belts must be used by all vehicle occupants when vehicle is in motion.
VSR – 2	Vehicle Safety Rule	Personnel may never be transported in the bed of the vehicle, trailer or as a passenger on equipment, including off-road jobsites.
VSR – 3	Vehicle Safety Rule	Automobile drivers shall have a valid driver's license and an approved driving record that meets Company policy in order to drive a Company vehicle. Driver's license must be applicable to the State laws respective to residency and employment. Drivers should report immediately to their supervisors if anything should impact the validity of their licenses and otherwise refrain from driving for the Company until the matter is resolved.
VSR – 4	Vehicle Safety Rule	Hands-free devices are required for all drivers when operating a company-owned or leased vehicle. All drivers shall comply with local ordinances with respect to phone use.
VSR – 5	Vehicle Safety Rule	Drivers are prohibited from using, texting or holding a cellular phone or any type of electronic device including GPS while vehicle is in motion.
ESR – 1	Equipment Safety Rule	No riding (seat provided) equipment is allowed within 10 feet of any body of water
ESR – 2	Equipment Safety Rule	Any team member using a stand-on mower inside 10 feet of the water's edge (the safety zone) shall wear a Type II or III Coast Guard Approved Life Vest. All team members required to wear the Type II or III Coast Guard Approved Life Vest must be trained on its use. If no such life vest is available or if you have not been trained on its use, you must be on the ground walking with the mower.
ESR – 3	Equipment Safety Rule	When mowing within 10 feet from the edge of vertical drop (i.e. retaining wall, shore line, etc.), you shall use a walk-behind mower, push mower and/or string trimmer
ESR – 4	Equipment Safety Rule	No riding mowing equipment is allowed on slopes greater than 15 degrees. Slope conditions steeper than 15 degrees shall be mowed utilizing equipment such as string line trimmers or walk behind equipment without sulkies or velkies.
ESR – 5	Equipment Safety Rule	No team member is permitted to work on, service, make adjustments, or repair any equipment, machine, or electrical system that is running or energized.
ESR – 6	Equipment Safety Rule	Never reach under or into equipment while it is running. Shut down equipment and wait 15-25 seconds before making adjustments or corrections. The team member making the adjustment must be in sole control of the equipment and be the only person able to turn on the equipment.
ESR – 7	Equipment Safety Rule	Equipment is to be operated only by authorized team members who have been instructed and documented in the use and operation of the equipment and the proper safety protection for that equipment.
JSR – 1	Jobsite Safety Rule	All work along roadways must be performed in a temporary work zone consisting of traffic cones/markers and advance warning signs.
ASR – 1	Arbor Work Safety Rule	All tree care operations will comply with ANSI Z133.
ASR – 2	Arbor Work Safety Rule	Climbers shall only use climbing equipment that is issued by the company.
ASR – 3	Arbor Work Safety Rule	A pre-job hazard assessment and briefing shall be conducted and documented by the crew leader prior to beginning tree care services.
ASR – 4	Arbor Work Safety Rule	Drop zones shall be established and cordoned off.
ASR – 7	Arbor Work Safety Rule	All climbers shall use an approved work positioning saddle.



ASR – 9	Arbor Work Safety Rule	Climbers shall have a climbing rope and work positioning lanyard with a manufactured eye splice in use at all times when working in a tree
ASR – 10	Arbor Work Safety Rule	Climbing lines used in open climbing systems are required to have a manufactured eye splice
ASR – 13	Arbor Work Safety Rule	Climbers shall be secured with two points of contact at all times while making cuts aloft in a tree, regardless of the cutting tool being used (i.e. pole pruner, pole saw, hand saw, etc.)
ASR – 15	Arbor Work Safety Rule	Pole pruners and pole saws shall be securely positioned at or below the climber's waist, never hand a pole saw on limbs above you. Pole pruners and pole saws should be secured with a rope or lanyard whenever possible.
ASR – 16	Arbor Work Safety Rule	Team members shall not perform line clearance work. Always maintain a minimum 10' feet of clearance from all energized conductors (direct or indirect contact). If necessary, use a dedicated spotter to keep you and your equipment at least 10 feet away.
ASR – 17	Arbor Work Safety Rule	Never reach into the infeed shoot area of any chipper when chipper is running. Use larger branches to feed smaller material. All Brush Bandit, Woodchuck and Morbark chippers are required to have a wooden push paddle.
JSR – 9	Jobsite Safety Rule	No one shall enter a confined space unless they have been properly trained to do so.
JSR – 10	Jobsite Safety Rule	No one shall work 6 feet or higher above a lower level without proper fall prevention system(s) in place.
JSR – 11	Jobsite Safety Rule	All team members must follow OSHA standards for working in or near excavations. A protective system shall be used in any excavation in excess of 4 feet. A Competent Person must inspect the excavation before work begins and take corrective measures to eliminate hazards.
JSR – 12	Jobsite Safety Rule	Call 811 before you dig. All underground utilities must be identified and properly marked prior to breaking ground.
VSR – 14	Vehicle Safety Rule	Use of Utility Task Vehicles (UTVs) is prohibited on public roadways and traffic lanes unless the UTV meets the requirements under State and Local traffic ordinances.
VSR – 15	Vehicle Safety Rule	All team members that will use a Utility Task Vehicle (UTV) must be initially trained, certified, and documented on the equipment and then annually recertified.

### 1.4.5 Third Category

The following are examples of **Third Category** (Category 3) offenses for which a Written Warning generally shall be issued. The table below is meant to explain the category by providing examples or additional guidance.

<b>CATEGORY 3</b>		
Rule #	Section	Rule
WR – 3.1	Work Rules	Failure to comply with Best Work Practices, BrightView Safety Rules initiatives/ actions or Customer Service Standards.
WR – 3.2	Work Rules	<ul style="list-style-type: none"> <li>▪ Vehicle Safety Standards (&gt; 6 months for many of the Motorist Observation Report).</li> <li>▪ Tenure with company &gt;6 months</li> <li>▪ First MOR (Motorist Observation Report)</li> <li>▪ First at-fault accident in a company vehicle or preventable vehicle incident unless determined to be reckless or aggravated in nature</li> </ul>
WR – 3.3	Work Rules	<ul style="list-style-type: none"> <li>▪ Tampering with, or misusing BrightView equipment for personal use.</li> <li>▪ Using BrightView equipment without proper authorization</li> <li>▪ Some personal use of computers is acceptable so long as it does not interfere with business or violate a Company policy (e.g., use of computer to view sexually explicit materials is unacceptable).</li> </ul>
WR – 3.4	Work Rules	<ul style="list-style-type: none"> <li>▪ Failure to properly maintain any company vehicle according to established Company standards.</li> <li>▪ Truck cleanliness; proper DOT paperwork</li> </ul>
WR – 3.5	Work Rules	<p>Failure to submit required Company paperwork on a timely basis in accord with established procedures.</p> <ul style="list-style-type: none"> <li>▪ Timesheets</li> <li>▪ QSAs</li> <li>▪ Service agreements</li> <li>▪ Performance tracking</li> <li>▪ Truck maintenance forms, pre-shift inspection forms</li> </ul>
WR – 3.6	Work Rules	Display by word, deed or attitude, unprofessional, rude or improper action toward a customer, consumer or BrightView team member.
WR – 3.7	Work Rules	Failure to be dressed and groomed in a manner to ensure safety, and convey a professional appearance.
WR – 3.8	Work Rules	<p>Failure to meet the minimum job expectations and requirements.</p> <ul style="list-style-type: none"> <li>▪ Performance goals</li> <li>▪ Assigned tasks / chores</li> </ul>
GSR – 2	General Safety Rule	Every crew truck and trailer shall be equipped with a water cooler and drinking cups to provide enough water throughout the work day. It is recommended that team members drink at least one quart of clean, cool drinking water per hour.
GSR – 4	General Safety Rule	Team members shall, at all times, be aware of their surroundings and avoid distractions to prevent injuring themselves and others or causing damage to property, equipment or vehicles
GSR – 10	General Safety Rule	Smoking is prohibited in company vehicles and on company property unless it has been specifically designated by Management as a smoking area.
GSR – 12	General Safety Rule	Horseplay is not permitted at any time
VSR – 6	Vehicle Safety Rule	Drivers shall obey all local and state traffic laws
VSR – 12	Vehicle Safety Rule	All company vehicles shall be inspected prior to each use. Damaged or defective vehicles shall be immediately tagged "out of service" or "damaged, do not use" and removed from service until repaired by manufacturer or the designated individual responsible for vehicle repair.
ESR – 8	Equipment Safety Rule	Portable fuel is to be kept in an approved, Type I or Type II, metal safety can, with self-closing lid and spark arrestor. Fuel types will be labeled on the side of each metal safety can in yellow. If in doubt, as your supervisor which fuel is contained in which can.

ESR – 9	Equipment Safety Rule	Equipment shall be inspected prior to each use. Damaged or defective equipment shall be immediately tagged “out of service” or “damaged, do not use” and removed from service until repaired by the manufacturer, service company or certified/qualified person.
ESR – 10	Equipment Safety Rule	Folding ladders shall only be used, in the fully opened and locked position. Do not stand or sit on the top two steps of any ladder. Follow all manufacturers’ instructions and warnings.
ESR – 12	Equipment Safety Rule	Ladders shall be inspected prior to each use. Damaged or defective ladders shall be immediately tagged “out of service” or “damaged, do not use” and removed from service until repaired by manufacturer or service company.
ESR – 15	Equipment Safety Rule	Only rear-handled chainsaws are permitted for ground based operations. Top-handled chainsaws are restricted to certified climbers in approved arbor operations.
JSR – 2	Jobsite Safety Rule	No work is permitted within 10 feet of electrical conductors. Only fiberglass ladders may be used within this 25 foot safety zone.
JSR – 3	Jobsite Safety Rule	No team member is to store or transfer any material/chemical from or into an unmarked unlabeled container or package.
JSR – 4	Jobsite Safety Rule	Non-potable water storage shall be labeled as “NON-POTABLE WATER – DO NOT DRINK.” Water lines on the jobsite may contain unfiltered water and chemicals. Team members shall not access homeowner water sources unless specifically authorized or if needed to extinguish a fire.
ASR – 8	Arbor Work Safety Rule	Climbers shall always use high visibility climbing ropes.
ASR – 11	Arbor Work Safety Rule	When body thrusting, a climber shall be tied to or on belay at all times. A prussic loop shall be used when foot locking into a tree.
ASR – 12	Arbor Work Safety Rule	Climbers shall inspect climbing ropes before each use and replace if excessively worn or damaged.
ASR – 14	Arbor Work Safety Rule	When using a chainsaw in a tree, the chainsaw shall be secured by a chainsaw lanyard.
GSR – 1	General Safety Rule	Any team member required to use company equipment will be properly trained, certified and documented prior to use.
GSR – 7	General Safety Rule	Any team member leading themselves or a crew shall conduct a Take 2 Pre-Job Briefing with all team members prior to work beginning at each jobsite.
GSR – 11	General Safety Rule	No smoking while fueling, operating or working around equipment or mixing/applying herbicides, pesticides or fertilizer. Wash hands properly after handling any type of fuel or chemicals.
GSR – 14	General Safety Rule	No team member is permitted to carry concentrated chemicals or pesticides on their person (i.e. Tip-N-Pour, bucket, open container, etc.)
VSR – 13	Vehicle Safety Rule	When parked and engaged in work in an active roadway or parking lot as to impede the flow of traffic, place a minimum of 3 safety cones alongside a truck and 5 safety cones with a truck and trailer.
VSR – 16	Vehicle Safety Rule	All truck bed side panels and trailer doors must be lifted and lowered by two team members at all times.

#### 1.4.6 Forth Category

The following are examples of **Fourth Category** (Category 4) offenses for which a Verbal Warning generally shall be issued. The table below is meant to explain the category by providing examples or additional guidance.

CATEGORY 4		
Rule #	Section	Rule
WR – 4.1	Work Rules	Repeated tardiness, leaving work early without approval, failing to notify management of absence or excessive absences.
WR – 4.2	Work Rules	<ul style="list-style-type: none"> <li>▪ Carelessness or negligent workmanship.</li> <li>▪ Poor quality/ failure to follow the visual guides to quality</li> <li>▪ Customer complaints</li> </ul>
WR – 4.3	Work Rules	<ul style="list-style-type: none"> <li>▪ Failure to record your time accurately and comply with required meal and rest periods where applicable.</li> <li>▪ Know the Company policy for your state regarding meal periods and rest periods.</li> </ul>
WR – 4.4	Work Rules	<ul style="list-style-type: none"> <li>▪ Misuse of Company time.</li> <li>▪ Internet / cell phone usage</li> <li>▪ Unaccounted for “down time”</li> </ul>
GSR – 5	General Safety Rule	Visually inspect jobsites before starting or leaving work and correct any unsafe conditions. Any potentially unsafe act or condition must be reported to a supervisor or a member of management immediately, and must be corrected before starting, continuing or leaving a jobsite
GSR – 6	General Safety Rule	When preparing to lift an object, assess the load. If load is over 50 pounds, or awkward in nature such as a full burlap, get help or use a lifting device and/or ramp. Use proper lifting techniques. Lift with the back straight and legs bent.
GSR – 8	General Safety Rule	When assisting a person whose injury results in bleeding, team members should protect themselves against Bloodborne pathogens by wearing latex or vinyl gloves.
GSR – 9	General Safety Rule	Good housekeeping is to be maintained at all facilities, jobsites and in all company vehicles. Store all materials in their proper place and clean as you go to prevent trip hazards.
GSR – 13	General Safety Rule	Team members shall not enter into certain areas that may be posted “Authorized Personnel Only” unless they are cleared by authorized Management to do so
GSR – 15	General Safety Rule	Unauthorized individuals/non-team members are not permitted into any company work area
PPE – 3	Personal Protective Equipment Rule	Snake chaps must be used when conducting work in snake prone areas or where snakes have been observed.

PPE – 4	Personal Protective Equipment Rule	ANSI Z87 approved eye protection shall be worn at all times while performing job tasks. Face shields with safety glasses or goggles shall be worn when required by jobsite specifications, task specifications or when an additional hazard is present.
PPE – 5	Personal Protective Equipment Rule	In an abundance of caution, the company provides hearing protection. Such company approved hearing protection devices must be used when operating any power equipment. Music/audio earphones/headsets are NOT allowed while working.
PPE – 6	Personal Protective Equipment Rule	All team members shall wear ANSI approved class 2 shirts or vests when engaged in outdoor operations. Class 3 garments shall be worn in 40+ MPH traffic areas or as mandated by State Regulations.
PPE – 8	Personal Protective Equipment Rule	Team members responsible for mixing, handling or applying chemicals must follow the instructions on the labels/Safety Data Sheets (SDS) and wear the appropriate personal protective equipment (PPE).
PPE – 9	Personal Protective Equipment Rule	1. Have adequate tread on the soles of the boots to prevent slips and falls 2. Sneakers or casual shoes are not allowed Safety toe boots are required for all maintenance operations, and must be ASTM stamped and approved.
WR – 4.5	Work Rules	Failure to demonstrate respect for others, including customer and/or team member. See Code of Conduct
PPE – 10	Personal Protective Equipment Rule	A hard hat shall be worn when an overhead hazard exists, when required by jobsite specifications, task specifications or when required by a client. This includes, but is not limited to, when using a chainsaw, pole pounder or stake driver, and tree trimming/pruning overhead. Hard hats are also required when Golf Maintenance team members are working on a golf course during play.
PPE – 11	Personal Protective Equipment Rule	Personal protective equipment shall be cleaned and inspected daily or at each use. Missing, worn, or defective PPE shall be replaced prior to continuing work. All personnel in the field must wear proper PPE, even if just observing. Failure to take appropriate measures to maintain and keep secure PPE will result in disciplinary action.
PPE – 12	Personal Protective Equipment Rule	Hand protection is to be worn by all team members when engaged in field or shop operations. Specialty hand protection is required when engaged in blade sharpening, chemical application, when exposed to Bloodborne Pathogens, or while performing janitorial services.
VSR – 7	Vehicle Safety Rules	Always use a spotter when backing up vehicles with towed units and when rear view is obstructed. Walk around your vehicle to check for obstacles before moving. If working alone a spotter may not always be available. At a minimum, walk around your vehicle to check for obstacles before moving. Exception for team members working alone.
VSR – 8	Vehicle Safety Rules	Remove all keys from trucks and equipment when exiting or dismounting
VSR – 9	Vehicle Safety Rules	All CDL Vehicles over 26,001 pounds and any towed unit not attached to a towing unit shall be chocked when stopped and engaged in work.
VSR – 10	Vehicle Safety Rules	All production vehicles must be equipped with a complete first aid kit (minimum size – 10 person kit) and annually inspected, type ABC fire extinguisher.
VSR – 11	Vehicle Safety Rules	All production vehicles must be equipped with proper decals, including the “How’s My Driving” information complete with phone number and vehicle ID number.
ESR – 11	Equipment Safety Rules	Use only ANSI approved ladders that have all required safety devices and warning labels attached.
ESR – 16	Equipment Safety Rules	All construction and maintenance equipment must be started and operated from the driver’s seat and not from the side of the equipment.
ESR – 17	Equipment Safety Rules	Allow all power equipment to cool off before fueling, storing or servicing.
ESR – 18	Equipment Safety Rules	Whenever equipment must be left unattended where the operator is not within direct line of sight, turn off engine if it is powered and secure it by chains, cables or lockable means and remove keys.
ESR – 19	Equipment Safety Rules	Store all sharp hand tools in sheath or scabbard when not in use.
ESR – 20	Equipment Safety Rules	All equipment shall be properly secured during transport. All construction equipment, all vehicles/tractors and any mowing equipment with 72” capacity or larger shall be secured to the transporting unit by a 4-point restraining system (independent restraining devices). Any equipment with a boom (i.e., backhoe, etc.) must also have an additional restraining device to secure the boom.
JSR – 5	Jobsite Safety Rules	Team members shall keep a minimum distance of 10 from any piece of equipment while in operation and from vehicles or equipment being loaded or unloaded. Operators must power down equipment when persons are within 10’ of the machine.
JSR – 6	Jobsite Safety Rules	In case of an emergency, team members shall know their jobsite emergency procedures.
JSR – 7	Jobsite Safety Rules	Under no circumstances are team members allowed to handle needles that may be found on a jobsite or on a client’s property. Instead, notify a supervisor or client representative to arrange for disposal of these hazards.
ASR – 5	Arbor Work Safety Rules	A documented PPE inspection by the Crew Leader is required daily.
ASR – 6	Arbor Work Safety Rules	Climbers, aerial lift operations and grounds personnel shall wear approved hard hats with chin straps.
ASR – 18	Arbor Work Safety Rules	Tear-away safety vests or ANSI approved high visibility shirts shall be worn on all tree care worksites. Class 3 vests shall be used when working around public and private roads.
ASR – 19	Arbor Work Safety Rules	Chainsaw chaps are required anytime a chainsaw is operated on the ground. Regardless of design, chainsaws shall be operated with 2 hands. Drop starting a chainsaw is a prohibited practice.
JSR – 8	Jobsite Safety Rules	Potentially dangerous conditions that have been created by BrightView team members or created under the current job scope are to be properly barricaded/protected and warning tape and/or signs shall be used.
ESR – 13	Equipment Safety Rule	When ascending or descending a ladder or any type of mobile equipment, you must be facing the equipment and use 3 points of contact at all times (i.e. both hands and one foot or both feet and one hand)
ESR – 14	Equipment Safety Rule	Never carry loads, tools or materials in hands when ascending or descending a ladder. Materials, tools, or equipment shall be raised and lowered by means of a rope, tool belt, and bucket or by handing it to the climber after he/she has reached the working position.
ESR – 21	Equipment Safety Rule	As of January 1, 2018, short handled gas shears are prohibited from use anywhere in BrightView. They are not permitted on any company property or in any vehicle.

## 1.5 BrightView Safety Management System



There is an implied moral obligation placed on BrightView to ensure that work activities and our place of work to be safe, there are legislative requirements defined in just about every jurisdiction on how this is to be achieved and there is a substantial body of research which shows that effective safety management (which is the reduction of risk in the workplace) can reduce the financial exposure of an organization by reducing direct and indirect costs associated with accident and incidents.

To address these five important elements, the BrightView Safety Management System will:

- Define how the organization is set up to manage risk.
- Identify workplace risk and implement suitable controls.
- Implement effective communications across all levels of the organization.
- Implement a process to identify and correct non-conformities.
- Implement a continual improvement process.

### 1.5.1 Leadership Engagement and Commitment

Active leadership and commitment on the part of the BrightView Company is required to ensure the success of the Safety Management System (SMS) processes. The company must establish, promote and maintain the SMS processes within their locations and must provide appropriate financial, human and organizational resources to ensure the successful implementation and operation of the system.

BrightView must ensure that Health, Safety and Environmental (HSE) roles, responsibilities and accountabilities are communicated to everyone within the company and they must encourage and expect active participation in the SMS process by everyone within the company. Participation by all parties is required for the effective and efficient implementation and operation of the SMS and appropriate time and resources must be supplied to people within the company to allow



them to participate in the development, implementation and operation of the SMS.

### **1.5.2 Hazard Assessment and Management**

Identifying, assessing, and managing Health, Safety and Environmental (HSE) hazards and risks in the workplace is the cornerstone of a safe and environmentally responsible Company. All management must actively participate in the hazard assessment and management process to ensure that people are safe in their work place and liabilities are managed.

Whenever hazards are identified in the workplace or in work procedures, steps must be taken to ensure that preventive and protective measures are established to manage the hazard(s). Preventive and protective measures must be appropriate to the nature of the hazard and should be developed and implemented according to a hierarchical process that will result in the least risk to workers and the environment.

Once hazards are identified in the workplace, a prioritization process should be used to assign a priority to managing each hazard so that hazards with the highest relative severity and the highest relative probability or occurrence are managed as soon as possible and other hazards are managed in a timely manner.

### **1.5.3 Communication**

The key to effective management of HSE issues in the workplace is the communication of the SMS processes. BrightView management must establish a clear and effective process to ensure that all issues related to the management of health and safety or environmental issues in the workplace are appropriately communicated to everyone working within the company.

### **1.5.4 Training**

Team members at all levels of BrightView must be competent and properly trained to conduct their work in a safe and environmentally sound manner. General competence of workers will be achieved through a combination of formal education, professional experience, and on the job training. Formal education and professional experience will provide the fundamental skills required for a job, and on the job, site-specific training under the direction of an experienced BrightView Management person is important to ensure that all safety aspects are understood before commencing any work.

Training activities must be provided to all employees, based on their duties and responsibilities, according acceptable competencies identified and defined through Job Safety Analysis of activities. Training must be conducted by competent persons; management is responsible for ensuring that team members conducting any training are competent to provide the training, whether the training is conducted by experienced persons from within the company or by outside training professionals. Trainers must ensure that once employees are trained they give a practical demonstration of their competency to ensure that the worker understood information given in the training.

Training, including any site specific job training must be conducted regularly, including refresher sessions (frequency will be dependent on the nature of the training), and training programs must be evaluated and modified on a regular basis to ensure that information is current and accurate.

### **1.5.5 Metrics and Performance Monitoring**

In order to ensure that SMS processes are functioning appropriately, management needs to monitor and measure HSE performance within the company on a regular basis. Regular monitoring of the SMS processes will ensure that HSE policies and procedures are being followed and that objectives and targets are being met. Regular monitoring will also ensure that all processes intended to assist with hazard assessment and management and liability management are functioning effectively.

Monitoring can be as simple as comparing the expectations of the SMS to the actual situation within the company and may include review of the results of technological monitoring of the workplace (surveys, inspections, measurement, etc.) as appropriate. Results of monitoring should be used in regular decision making within the company to ensure that continual improvement in HSE performance is occurring.

### **1.5.6 Ongoing Review**

Once the SMS has been implemented and has been operating for a period of time, company leaders will review the effectiveness of the management of HSE issues, based on data collected in Section 10. Results of the review will be used

to update or modify processes to ensure that all HSE issues are managed. The review process will lead to a cycle of continual improvement in the management of HSE issues in BrightView, as well as add to development of a proactive safety culture across BrightView.

## 1.6 Safety Communications

One of the most effective ways to improve a safety culture and to systematically reduce exposure and prevent injuries is to optimize safety related communications across the organization. This procedure establishes guidelines for a structured approach to safety related communication at multiple levels and outlines key messages, communication vehicles and priorities. It is not intended to be all inclusive of all communication channels and processes. It will be reviewed and updated on an annual basis.

BrightView Safety Vision: Create and sustain a workplace where ‘No One Gets Hurt’

### Key Messages:

- Working safely and following BrightView policies and procedures is a threshold expectation – we all own creating a safe work environment no matter your title or position?
- Nothing that we do at BrightView is so important or urgent that we can’t take the time to do our work safely. There is nothing more unproductive than an accident.
- Despite the many hazards our teams face, it is possible to perform our work safely every day, everywhere with everyone. Many of our branches achieve injury free performance every year.
- While we have made great strides towards our vision, we can and must do better – we have significant room for improvement to become best in class in safety.

### Key Messengers:

Executive Voice: Executive Leadership Team

Leadership Voice: Division Presidents, SVPs, VPs, VPGMs, BMs and Subject Matter Voice: EHS Team, Branch Safety Leaders

Organizational Voice: AMs, PMs, Crew Leaders, Supervisors, Hourly Associates

### Communication Vehicles:

Communication Vehicles	Frequency	Message / Content	Audience
Executive Leadership Dialogues	On-Going	<ul style="list-style-type: none"> <li>• Safety is core to values; culture</li> <li>• Everyone is responsible and accountable</li> </ul>	All Team Members
Routine Business Meetings	On-Going	<ul style="list-style-type: none"> <li>• Start with a safety moment / message</li> <li>• Performance update / KPI review</li> <li>• Initiative updates</li> </ul>	Executives Operations Management
Safety Steering Committee Meetings (or Equivalent)	Monthly / Quarterly	<ul style="list-style-type: none"> <li>• Performance Trends</li> <li>• Loss planning and implementation status</li> <li>• Bright Spots and best practices</li> </ul>	Executives Operations Management
Pre-Shift / Morning Huddle	Daily	<ul style="list-style-type: none"> <li>• Tailgate Topics</li> <li>• PPE and safe behavior review</li> <li>• Injury review from weekly safety calls</li> <li>• Vehicle / equipment safety</li> </ul>	Branch Managers Operations Management Crew Leaders Field Teams

Safety Conference Calls	Weekly / Monthly	<ul style="list-style-type: none"> <li>• Incident / Injury review – RCAs</li> <li>• Tailgate Topics</li> <li>• Bright Spots</li> <li>• Initiative updates</li> </ul>	Operations Management Maintenance Development Golf / Tree Company
Safety Stand-Ups	Monthly	<ul style="list-style-type: none"> <li>• Proactive ‘time-out’ for safety</li> <li>• Augmentation of existing training processes</li> <li>• Awareness of predicted hazards and prevention actions</li> <li>• Equipment and work practice updates</li> <li>• Industry events</li> </ul>	Operations Management Crew Leaders Field Teams
Safety Stand Downs	As Needed	<ul style="list-style-type: none"> <li>• Review details and lessons learned from significant injury events</li> <li>• Raise awareness on injury trends and expectations for working safely</li> </ul>	Operations Management Crew Leaders Field Teams
CEO Performance Calls	Quarterly	<ul style="list-style-type: none"> <li>• YTD performance updates</li> <li>• Recognitions / Highlights</li> <li>• Initiative updates</li> </ul>	Total Company
Serious Incident Notifications	As Needed	<ul style="list-style-type: none"> <li>• Ambulance Rides / Hospitalization</li> <li>• Police / Fire / Regulatory Attention</li> </ul>	Executive Operations Management
Branch Bulletin Boards / Visual Workplace (signs and symbols)	Updated Monthly	<ul style="list-style-type: none"> <li>• Branch Level messages</li> <li>• Initiative updates</li> <li>• Branch / Crew Performance Metrics</li> <li>• Recognitions</li> <li>• Safety Alerts</li> </ul>	Field Teams
Company Newsletters	Occasional	<ul style="list-style-type: none"> <li>• Employee recognition</li> <li>• Crew Leader recognition</li> <li>• Initiative updates</li> </ul>	Total Company
Performance Reports / Dashboards	Monthly	<ul style="list-style-type: none"> <li>• YTD Performance</li> </ul>	Executive Operations Management
Intranet / Web Portal	Continuous	<ul style="list-style-type: none"> <li>• Delivery vehicle for policy, SOPS, tools, training, job aids, quick guides, etc.</li> </ul>	Total Company

Roles and Responsibilities				
Executives	<ul style="list-style-type: none"> <li>Regularly communicate your personal vision and expectations for safety</li> <li>Regularly discuss and review performance with direct reports during normal course of business</li> <li>Proactively highlight significant events that occur to ensure that the organization is aware and can learn from them</li> </ul>			
Corporate Safety	<ul style="list-style-type: none"> <li>Content development / SMEs for Safety Alerts, Stand-Ups, Stand Downs</li> <li>Accountable to manage OSHA log for the enterprise, monitor and report performance metrics and company loss statistics</li> <li>Perform trending analysis on root causes, most significant risks / exposures and prevention strategies via hierarchy of controls</li> <li>Own the management of website / portal as repository of tools, training, job aides, quick guides, alerts and important safety info</li> <li>Support leadership at enterprise and regional level as needed with content and administration of regular safety calls</li> <li>Attend leadership meetings at enterprise and regional levels as requested and support / facilitate safety dialogues, updates, etc.</li> <li>Provide regular initiative updates and progress reports to the organization</li> </ul>			
Communications	<ul style="list-style-type: none"> <li>Integrate safety stories, recognitions and performance updates into Company newsletter and publications when appropriate / applicable</li> <li>Include safety performance updates in Quarterly CEO performance calls and e Newsletters</li> </ul>			
IT	<ul style="list-style-type: none"> <li>Support for portal / intranet as repository for controlled documents</li> </ul>			
Branch Safety Leaders	<ul style="list-style-type: none"> <li>Support morning huddle tailgate conversations with defined messages / tailgate topics</li> <li>Maintain safety signs and messages on branch bulletin boards monthly – manage visual workplace</li> <li>Lead for all branch level communication initiatives</li> <li>Equipment certification oversight</li> </ul>			
Crew Leaders / Hourly Associates	<ul style="list-style-type: none"> <li>Report all injuries and incidents to supervision immediately upon occurrence</li> <li>Report near misses</li> <li>Participate in morning huddle / tailgate discussions</li> </ul>			
Communication Type	Frequency	Objectives	Audience	Owner
Divisional Safety Calls	Weekly Monthly	Incident Review Introduce Weekly Tailgate Initiative Update	BMS and above functions	Presidents
Regional Safety Calls – Maintenance	Weekly	Incident Review – RCAs Accountability Recognition / Bright Spots	Regional Leadership Team AMs PMs Functional leaders	SVPs
Branch Safety Leader Calls	Monthly	Training / Development Progress Reporting Initiative Updates Clarify Expectations	Branch Safety Leaders Account Managers Production Managers	BMs



Stand-Ups Stand Downs	Monthly / As-Needed	Training Front Line Teams	BMs AMs / PMs Crew Leaders Hourly Associates	EHS Team
Seasonal Safety Campaigns	Quarterly	Proactively address seasonal hazards	BMs AMs / PMs Crew Leaders Hourly Associates	EHS Team
Visual Workplace	One Time Project – On Going	Create standards for what gets communicated at Branch Level	BMs AMs / PMs Crew Leaders	EHS Team
Web Portal – Controlled Document Repository	One Time Project – On Going	Establish clearinghouse for controlled BV documents and Archive legacy documents	Total Company	EHS Team
Launch – New Risk Allocation Charge Back Model	One Time Project – On Going	Align financial penalties and rewards with required behavior changes at branch level	BMs and above	Risk Team
Launch – Driver Qualification Process	One Time Project – On Going	DOT Compliance	BMs and above	EHS Team

## 1.7 Visual Workplace

Consistent with BrightView rebranding initiatives, all legacy safety bulletin boards and signage shall be discarded and replaced with the new BrightView Safety Bulletin Board. This bulletin board replaces the electronic “days without injury” tracker.

### 1.7.1 Responsibility

- The Branch Safety Leader (BSL) will be the branch point of contact for all updates to the Safety Bulletin Board.
- The BSL will print, obtain, and install all required documents, generally on a weekly basis or as needed.

### 1.7.2 Items Needed

- Dry erase marker(s) and eraser (*use ONLY dry erase markers on the whiteboard surface*)
- Magnetic clips or tape to secure documents (*DO NOT use push pins on the whiteboard surface*)

### 1.7.3 Installation

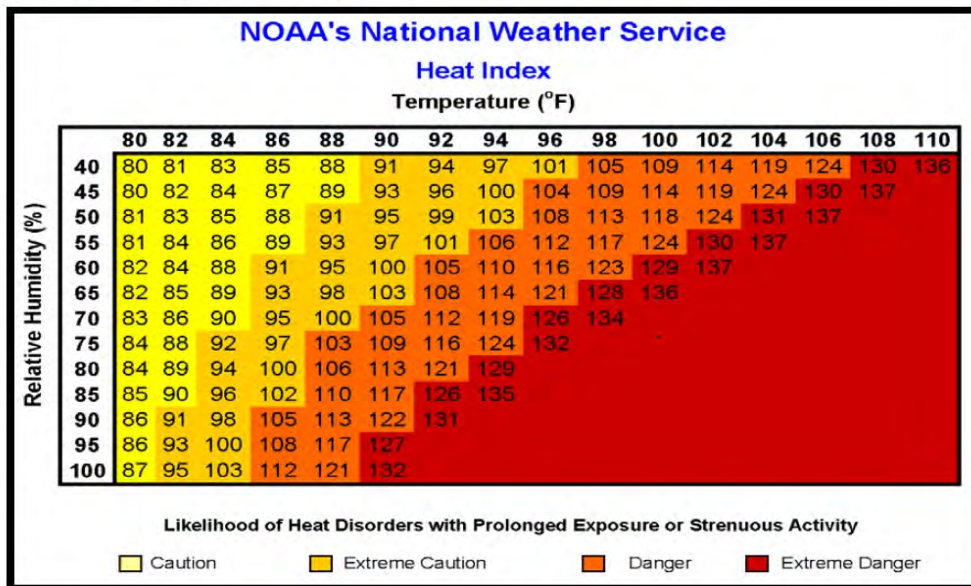
- Dry and secure location protected from the elements
- Mounted on shop wall, building interior or exterior wall, or yard location (*top of board should not be higher than 6 feet*)
- Located in an area where all branch team members will have access to review and discuss information.
- Weekly documents / information will be updated and installed on Monday of each week (*refer to attached board sample*)

### 1.7.4 Management of the Safety Station – Expectations

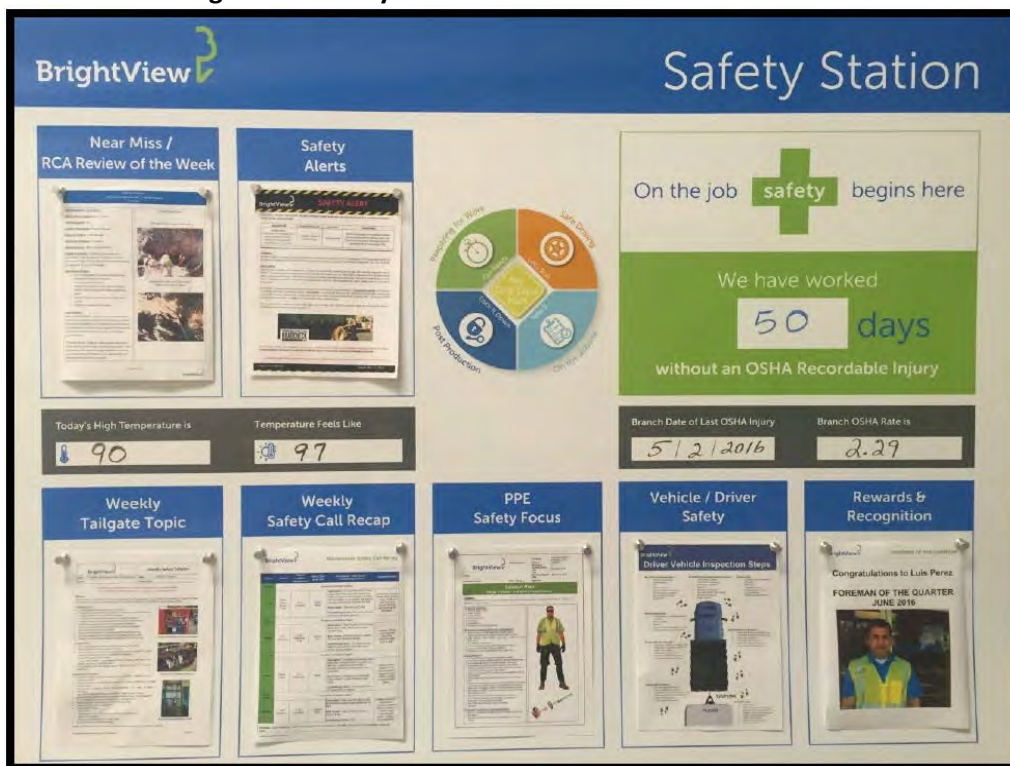
- Near Miss / Root Cause Analysis (RCA) Review of the Week
  - a. Branch near miss / hazard or RCA of the week or information reported on national safety call from another branch
  - b. Use company forms and include photos and descriptions where appropriate
  - c. Review with teams during Monday tailgate meeting / Stretch & Flex

- Safety Alerts
  - a. Company safety bulletins that are distributed periodically by EHS to highlight specific risks, hazards or emerging events
  - b. Review with teams as instructed and replace as new bulletins are distributed.
  
- Today's High Temperature
  - a. Record and review the current day's temperature during daily Stretch & Flex
  - b. This information can be retrieved from any of the weather apps / websites (i.e. [www.weather.com](http://www.weather.com))
  - c. Ensure teams receive information on best practices for working safely in extreme conditions
  
- Temperature Feels Like
  - a. Record and review what the current day's temperature feels like during daily Stretch & Flex
  - b. This information can be retrieved from any of the weather apps / websites (i.e. [www.weather.com](http://www.weather.com))
  - c. Refer to the attached Heat Index Chart from the National Weather Service for assistance with this section
  
- Days Without and OSHA Recordable Injury
  - a. Record total number of days that the branch has gone without an OSHA recordable injury (recorded daily)
  
- Branch Date of Last OSHA Recordable Injury
  - a. Record the date of the last OSHA recordable injury that occurred at the Branch
  
- Branch OSHA Rate
  - a. This is published on a monthly basis via scorecard and/or OSHA Data Report
  
- Weekly Tailgate Topic
  - a. This information is distributed weekly and reviewed on the weekly Regional Safety call.
  - b. Review with teams during the Monday tailgate meeting.
  
- Weekly Safety Call Recap
  - a. This information is distributed weekly following the Regional weekly safety call
  - b. Review with teams during the Monday tailgate meeting
  
- PPE Safety Focus
  - a. Review a weekly PPE Lesson Plan with teams during the weekly tailgate meeting
  - b. PPE Lesson Plans can be found on the BrightView Safety Intranet Site
  
- Vehicle Driver Safety
  - a. Driver training topics, roadside stop violations, 800# reports or any information pertaining to drivers/vehicles or incidents
  
- Rewards and Recognition
  - a. Post information on rewards and/or recognition issued to team members/crews.

National Weather Service Heat Index Chart:



Example of a well-maintained BrightView Safety Station:



## 1.8 BrightView Daily Safety Game Plan

Daily Safety Game Plan

	Priority	Frequency	Who
<div style="display: flex; align-items: center; margin-bottom: 5px;"> <span><b>Get Ready</b></span> </div> <p><b>Preparing For Work</b></p> <ul style="list-style-type: none"> <li>• Conduct safety huddle and review tailgate training</li> <li>• Stretch and flex as a team</li> <li>• Inspect truck and trailers – Circle for Safety</li> <li>• Check PPE, water and supplies</li> <li>• New hire orientation/ buddy up</li> </ul>		<ul style="list-style-type: none"> <li>Weekly</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>On-Going/ As Needed</li> </ul>	<ul style="list-style-type: none"> <li>BM or Designee</li> <li>Crew Leaders</li> <li>Crew Leaders</li> <li>Crew Leaders</li> <li>PMs</li> </ul>
<div style="display: flex; align-items: center; margin-bottom: 5px;"> <span><b>Let's Roll</b></span> </div> <p><b>Safe Driving</b></p> <ul style="list-style-type: none"> <li>• Plan your route</li> <li>• Buckle-up</li> <li>• Hands-free while driving</li> <li>• Prevent spills when fueling</li> <li>• Maintain proper speed and following distance</li> </ul>		<ul style="list-style-type: none"> <li>Daily</li> <li>Always</li> <li>Always</li> <li>Always</li> <li>Always</li> </ul>	<ul style="list-style-type: none"> <li>Qualified Drivers</li> <li>Qualified Drivers</li> <li>Qualified Drivers</li> <li>Qualified Drivers</li> <li>Qualified Drivers</li> </ul>
<div style="display: flex; align-items: center; margin-bottom: 5px;"> <span><b>Take 2</b></span> </div> <p><b>On The Jobsite</b></p> <ul style="list-style-type: none"> <li>• Review production plan and conduct pre-job briefing</li> <li>• Ensure every crew member is trained and certified on equipment</li> <li>• Conduct periodic jobsite safety inspections</li> <li>• Recognize crew members for exhibiting safe behaviors</li> <li>• Ensure crews take frequent breaks and stay hydrated</li> <li>• STOP and notify supervisor if job cannot be performed safely</li> </ul>		<ul style="list-style-type: none"> <li>Every Job</li> <li>Always</li> <li>Weekly</li> <li>Weekly</li> <li>Always</li> <li>Always</li> </ul>	<ul style="list-style-type: none"> <li>Crew Leaders</li> <li>Crew Leaders/ PMs</li> <li>PMs / AMs</li> <li>PMs / AMs</li> <li>Crew Leaders</li> <li>Crew Members</li> </ul>
<div style="display: flex; align-items: center; margin-bottom: 5px;"> <span><b>Lock it Down</b></span> </div> <p><b>Post Production</b></p> <ul style="list-style-type: none"> <li>• Back every vehicle in, use a spotter – first move is always forward</li> <li>• Secure equipment and vehicles</li> <li>• Clean and organize truck and equipment</li> <li>• Submit hazards, near misses or concerns to Branch Safety Leader</li> <li>• Conduct Root Cause Analysis on any injuries/actively participate on safety calls</li> </ul>		<ul style="list-style-type: none"> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>As Needed/ Weekly</li> </ul>	<ul style="list-style-type: none"> <li>Qualified Drivers</li> <li>Crew Leaders</li> <li>Crew Members</li> <li>Crew Members</li> <li>Branch Manager</li> </ul>



## 1.9 BrightView Roles and Responsibilities

Leadership Engagement is critically important in shaping a culture that values the protection of people and assets. Fundamentally, leadership engagement is:

- What leaders pay attention to;
- What they measure;
- What they reward and recognize; and
- What they systematically control

### 1.9.1 Your Leadership has a significant impact on safety in 4 key areas;

**Educate:** Educate employees that the leading causes of injury at BrightView are strains/sprains, lacerations and contusions. Regularly review BrightView safety rules and standards and how to eliminate these hazards / risks in our business. Sponsor regular safety training for your teams.

**Motivate:** Model the way, wear all required PPE, personally and publically thank and recognize employees for working safely. Provide regular updates on safety performance. Participate in required training. Make safety personal – it is for your employees.

**Validate:** Inspect what you expect where work is performed. Complete regular job site safety observations. Is all PPE being worn? Are work areas free of slip and fall hazards? Are employees lifting properly? Are the behaviors and conditions as you would want them for your operation? Is it good enough for you and your family?

**Investigate:** Get curious about recent injuries that have occurred anywhere in the organization – not just your region / market / branch – they are a window into our culture. What was the root cause and corrective action? What is the extent of the condition – could it happen on one of your job sites? Ask employees if they have safety concerns and if they are being appropriately addressed?

### 1.9.2 Role Specific Responsibilities

Title	Key Process Expectations	Measurement
President	<ul style="list-style-type: none"> <li>Executive Sponsor for safety for Division</li> <li>Participate in Executive Safety Committee for BrightView</li> <li>Ensures targets, objectives and plans are set annually and appropriate resources are allocated to achieve loss improvement goals</li> </ul>	<ul style="list-style-type: none"> <li>Documented safety improvement plan and executional framework in place for Division</li> <li>Attendance / participation in Executive Safety Committee meetings / calls</li> <li>Documentation of targets, objectives and on-going business reviews.</li> </ul>
SVP	<ul style="list-style-type: none"> <li>Executive sponsor for safety within Region</li> <li>Sponsor / Chair for Regional Safety Committee or equivalent</li> <li>Ensures targets, objectives and plans are communicated and resources allocated as appropriate to achieve goals</li> <li>Facilitates weekly Regional Safety Call with Regional EHS Manager.</li> </ul>	<ul style="list-style-type: none"> <li>Documented safety improvement plan and executional framework in place for Region.</li> <li>Committee charter / meeting agendas / action items.</li> <li>Documentation of annual Safety Management System assessment and action plan, updated quarterly</li> <li>Safety call agendas and action items</li> </ul>
Title	Key Process Expectations	Measurement
VP of Operations	<ul style="list-style-type: none"> <li>Provide oversight of Enterprise safety improvement plan execution</li> <li>Develop and implement personal safety action plan and share with direct reports</li> <li>Sponsor / lead process improvement team(s) in Enterprise as needed to solve for priority issues</li> </ul>	<ul style="list-style-type: none"> <li>Documented Enterprise safety improvement plan with regular updates on progress communicated</li> <li>Complete personal self-assessment and action plan and share commitments with direct reports.</li> <li>Documentation of meeting attendance, notes and actions</li> </ul>

VPGM	<ul style="list-style-type: none"> <li>• Ensure Regional Safety Improvement Plan is communicated and understood by all Branch Managers and hold accountable for execution</li> <li>• Ensure effective Branch Safety Leaders are in place and appropriately trained</li> <li>• Develop and implement personal safety action plans and share with direct reports</li> <li>• Provides oversight of response to safety hotline calls and ensures Branch Leadership are accountable for meeting fleet safety expectations</li> </ul>	<ul style="list-style-type: none"> <li>• Regular Safety Improvement Plan progress updates are communicated to Branch Managers</li> <li>• Roster of Branch Safety Leaders maintained, training scheduled and documented</li> <li>• Complete self-assessment and action plan and share commitments with team</li> <li>• Monthly Recap of Safety First Data; ensure 100% required responses are achieved</li> </ul>
Branch Manager Assistant Branch Manager Golf Superintendent	<ul style="list-style-type: none"> <li>• Owns the safety performance of Branch – results and behaviors</li> <li>• Appoint, sponsor and coach Safety Leader for Branch</li> <li>• Ensure consistent safety executional framework is implemented for all Branch personnel and operations</li> <li>• Responsible for timely follow-up to safety hotline calls and ensuring qualified drivers in all vehicles</li> </ul>	<ul style="list-style-type: none"> <li>• Meet or exceed established safety goals and objectives for Branch</li> <li>• Fully implement and support Branch Safety Leader Program</li> <li>• Evidence of daily compliance with safety executional framework</li> <li>• Zero occurrences of MORs not responded to within 10; No unqualified drivers operating vehicles</li> </ul>
PM / General Superintendent	<ul style="list-style-type: none"> <li>• Ensures that all Crew Leaders are appropriately trained in BrightView safety standards</li> <li>• Ensures safety is appropriately planned into the work</li> <li>• Completes and documents safety observations of crews weekly</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of tailgate training and equipment certification</li> <li>• Hazard assessments completed as part of production planning</li> <li>• Completed safety observations</li> </ul>
Account Manager / Field Superintendent	<ul style="list-style-type: none"> <li>• Ensures hazards are scoped for new projects</li> <li>• Ensures hazards are appropriately addressed / controlled for all jobs in portfolio</li> <li>• Participates on safety calls and in safety training</li> </ul>	<ul style="list-style-type: none"> <li>• Completed hazard assessment as part of estimating / production review</li> </ul>
Branch Safety Leader	<ul style="list-style-type: none"> <li>• See BSL Procedure # BEHSP-006</li> </ul>	<ul style="list-style-type: none"> <li>• See BSL Procedure # BEHSP-006</li> </ul>

Title	Key Process Expectations	Measurement
Crew Leader / Foreman	<ul style="list-style-type: none"> <li>• Owns the safety performance of crew – results and behaviors</li> <li>• Conducts pre-job safety briefing for crews</li> <li>• Daily leadership to ensure safety executional framework is implemented</li> </ul>	<ul style="list-style-type: none"> <li>• Documented tailgate training and equipment certifications</li> <li>• Documented pre-job briefings</li> <li>• Evidence of compliance with standards and executional frameworks</li> </ul>
Hourly Associate	<ul style="list-style-type: none"> <li>• Participate in morning safety huddle and stretch, tailgate training</li> <li>• Wear seat belts and all PPE</li> <li>• Work in compliance with BrightView safety rules and standards at all times</li> </ul>	<ul style="list-style-type: none"> <li>• Documented tailgate training and equipment certifications</li> <li>• Documented pre-job briefings</li> <li>• Evidence of compliance with standards and executional</li> </ul>
Sales (RSL, RKAM, BDE, BD)	<ul style="list-style-type: none"> <li>• Ensures hazards are scoped prior to submitting bid</li> <li>• Ensures required risk controls factored into project estimate</li> <li>• Participates on safety calls and in safety</li> </ul>	<ul style="list-style-type: none"> <li>• Completed hazard assessments as part of estimating / production review</li> </ul>
Functional Staff (HR, Finance, IT)	<ul style="list-style-type: none"> <li>• Participate in training for enterprise safety initiatives</li> <li>• Ensure teams understand and follow BrightView safety expectations</li> <li>• Collaborate with EHS Team on safety and risk improvement initiatives as needed</li> </ul>	<ul style="list-style-type: none"> <li>• 100% per training completion records</li> <li>• Participate / listen in on weekly safety calls</li> <li>• Project documentation as appropriate</li> </ul>

## SECTION 2 – Injury / Incident Management

### 2.1 Accident Reporting

BrightView believes it is the company's obligation to prevent accident/incidents from happening in the workplace. The company also believes it is every employee's responsibility to report unsafe or apparent unsafe conditions to their crew leader/supervisor or branch management immediately and to discontinue the affected activity until the condition is corrected.

All accidents, incidents, injuries must be reported within immediately to the Crew Leader/Supervisor or Branch Management and an accident report completed within 24 hours of the incident. The Branch Safety Leader will conduct a follow-up investigation and will immediately advise the Regional EHS Manager of any major accident, injury or incident.

When an accident does occur, there are specific tasks to handle workplace accidents in a standardized manner and demonstrate the Company's compliance with reporting requirements.

BrightView does not discriminate against employees for:

- Reporting a work-related injury or illness
- Filing a safety and health complaint
- Asking for access to occupational injury and illness records
- Exercising any right afforded by the Occupational Safety and Health Act

*Serious Injury*” or *Emergency Situation*” must be reported to your Regional EHS Manager within one hour of the incident in order to comply with OSHA reporting regulations. Failure to report these accidents/incidents to your Regional EHS Manager within the specified time can result in considerable fines to the Branch and BrightView. The Branch Manager or Branch Safety Leader also has the responsibility to report serious injuries or emergency situations to the company's client or general contractor.

A *serious injury* is any injury or illness occurring in a place of employment or in connection with any employment which:

- Requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation
- An employee suffers a loss of any member of the body
- A fatality is involved
- Or any single incident where more than one employee is transported to a medical facility for treatment, evaluation or observation.

An *emergency situation* applies to, but is not limited to:

- Fire
- Earthquake
- Flood
- Explosion
- Hurricane
- Security Threat (bomb, weapons, violent acts against others, etc.)

#### 2.1.1 Reporting Serious Injury / Emergency Situation

- Call for assistance including 911 (EMT) and local police.
- Immediately notify your Branch Management
- Call your Regional EHS Manager within one hour of the accident / incident
- Complete the Notification of Injury
- Notify your Regional Leadership Team
- Complete “Report of Accident/Incident” and submit to your Branch Safety Leader. Investigation procedures will be handled by the Regional EHS Manager.
- Branch Safety Leader will verify that a file has been created and incident has been entered into the BrightView Risk Claim Database.
- Do not give any statements to the press. Direct all inquiries to the FSC in Plymouth Meeting PA.

### 2.1.2 Reporting Injury / First Aid

- Employee reports injury to crew leader/supervisor.
- Crew Leader/Supervisor assesses the injury.
- Crew Leader/Supervisor cares for the injury as trained
- Report of Accident/Incident is completed
- The completed reporting form is submitted to the Branch Office and/or Branch Safety Leader within 24 hours
- Branch Safety Leader will verify that claim is reported via web-based Risk Console reporting system
- Branch Safety Leader will follow up on employee's condition
- Employee should be counseled on how to prevent further occurrences or accidents
- Occurrence will be discussed at the next weekly tailgate talk / Stretch & Flex
- Disciplinary action shall be taken if warranted.

### 2.1.3 Reporting Injury Needing Medical Attention

- Employee reports injury to crew leader/supervisor or branch management.
- Crew Leader/supervisor assesses injury and stabilizes injured as trained.
- Crew Leader/supervisor will contact the Branch Safety Leader and/or Branch Management
- Employee is taken to the nearest authorized medical facility or, in the case of a severe injury, taken to the nearest hospital or call for EMT (911).
- Employee will be accompanied to the medical facility
- The completed reporting form is submitted to the Branch Office and/or Branch Safety Leader within 24 hours
- Branch Safety Leader will verify that claim is reported via web-based Risk Console reporting system
- Branch Safety Leader will follow up on employee's condition
- Employee should be counseled on how to prevent further occurrences or accidents
- Occurrence will be discussed at the next weekly tailgate talk / Stretch & Flex
- Disciplinary action shall be taken if warranted.

### 2.1.4 Reporting Vehicle / Equipment Accidents

Designated drivers of company vehicles, as well as operators of equipment, will be responsible for the operation of the vehicle and in case of an accident, they must:

- Stop immediately
- Assess the situation and clear the roadway as soon as possible
- If someone is injured, call 911 immediately. Do not move any injured person unless there is danger from vehicles in traffic, or danger of fire or explosion.
- Do not move vehicles
- Call the police and wait until they arrive before moving vehicles. Get the officer's name and badge number and obtain the police report.
- Obtain information on all persons including names, addresses, phone numbers, driver's license numbers, insurance information, and including witnesses. Obtain vehicle license numbers, year, make, model of all vehicle(s).
- Take photographs of the vehicles from all sides as well as the area.
- Contact the Branch Management and/or Branch Safety Leader to let them know what happened and whether anyone was injured and/or taken to the hospital or emergency treatment.
- Do not admit liability and do not discuss the accident with anyone except the police and your Branch Office.
- Report of Accident/Incident is completed
- The completed reporting form is submitted to the Branch Office and/or Branch Safety Leader within 24 hours
- Branch Safety Leader will verify that claim is reported via web-based Risk Console reporting system
- If "at fault", the employee will be counseled on how to prevent further occurrences of accidents
- Occurrence will be discussed at the next weekly tailgate meeting / Stretch & Flex
- Disciplinary action shall be taken if warranted.

### 2.1.5 Reporting a Utility Hit / Property Damage

- Crew Leader/Supervisor should immediately clear area of all personnel and assess the damage.
- Contact the utility company and owner/client immediately.
- Get information from the people you contacted and those who report to the scene.



- Contact the Branch Office and/or Branch Safety Leader
- Take photos
- Report of Accident/Incident is completed
- The completed reporting form is submitted to the Branch Office and/or Branch Safety Leader within 24 hours
- Branch Safety Leader will verify that claim is reported via web-based Risk Console reporting system
- Employee will be counseled on how to prevent further occurrences or accidents
- Occurrence will be discussed at the next weekly tailgate meeting / Stretch & Flex
- Disciplinary action shall be taken if warranted

**NOTE: Property damage (i.e. broken window, etc.) should be reported similar to a utility hit, but without calling the utility company.**

### **2.1.6 Reporting Stolen / Vandalized Property**

- Call the police immediately to make a report and obtain a report number
- Report of Accident/Incident is completed
- Contact the Branch Office and/or Branch Safety Leader
- The completed reporting form is submitted to the Branch Office and/or Branch Safety Leader within 24 hours
- Branch Safety Leader will verify that claim is reported via web-based Risk Console reporting system
- Occurrence will be discussed at the next weekly tailgate meeting / Stretch & Flex
- Disciplinary action shall be taken if warranted.

### **2.1.7 Reporting to Clients / General Contractors**

- Serious accidents / incidents, which happen on the job-site, should be reported to our client or general contractor immediately by the Branch Manager or BrightView Client main point of contact. This would include damage or injury to our employees or property, as well as the general public, and the client's or general contractor's personnel or property.
- The client or general contractor should be updated and a final report should be submitted to them if requested.

## **2.2 Accident Investigation**

To obtain information through which recommendations for corrective action can be developed for the prevention of similar or other incidents, either in the area affected or elsewhere in the company.

- Determining Causes – seeking out the elements and sources from which the incident developed.
- Determining Corrective Measures – analyzing the cause factors and making recommendations for their elimination.
- Developing Educational Measures – producing information, which will guide personnel into developing a “Safety Consciousness” and knowledge of safe conditions and safe methods.

### **2.2.1 Why Incidents / Injuries Should Be Investigated**

All incidents are potentially serious. All are important regardless of the degree of seriousness of any resulting injury, since the “injury-result” of any set of accident-producing circumstances is impossible to predict.

Every incident/injury should be properly investigated including:

- Deaths or other catastrophes
- Permanent disabilities
- Temporary disabilities
- Property damages
- OSHA Recordables
- Severe Near Misses

### **2.2.2 When to Investigate**

Investigation should begin as soon as possible after the incident / injury. Delays – even those of a few hours – can permit information or items of importance to be removed, destroyed or forgotten. Completion of documentation is required to be submitted within 72 hours of incident/injury as detailed on the reporting form.

### 2.2.3 Who Should Investigate

The person, or persons, making the investigation should have some knowledge of sources and causes, the work process and equipment involved. The following people should conduct the investigation:

- The crew leader/supervisor of the jobsite or location
- The Branch Safety Leader
- The Regional EHS Manager
- The Branch Manager or branch management team member

All serious incidents will be investigated by the Regional EHS Manager

### 2.2.4 Six Questions to Answer as the Basis of any Investigation

- HOW did the incident happen?
- WHERE did the incident happen?
- WHAT were the materials, equipment or conditions involved?
- WHO was involved?
- WHEN did it occur?
- WHY did it happen?

### 2.2.5 Specific Information to be obtained

- NAME – person(s) involved or injured.
- ADDRESS/TELEPHONE NUMBER – for contact purposes
- DATE – record day and hour of the occurrence
- PLACE – give specific location
- TYPE – what type of accident – fall, struck by, caught in, strain, contusion, amputation, fracture, etc.
- EQUIPMENT – what equipment, materials involved
- WITNESSES – name, address and phone
- PHOTOS – document damage and scene including equipment/vehicles involved

In addition to these fundamental and basic points, the following items should receive appropriate attention, depending upon the circumstances in each case:

- Description by Witnesses: get various accounts of the accident – workers, supervisors, crew leader and other witnesses.
- Unsafe Conditions: state what unsafe conditions contributed to the incident. Give reasons for its existence, if possible.
- Unsafe Acts: list any unsafe acts involved. Why did they occur – lack of ability, poor behavior, inadequate training.
- Corrective Action: what has been done to prevent reoccurrence of this incident
- Other Information: you can't get too much information about an incident. What may appear to have been a simple occurrence may have contributing circumstances, which are quite involved. Underlying causes must be sought.

### 2.2.6 Principles Which Should Be Observed

- USE COMMON SENSE – stick to the facts, weigh their values, reach justified conclusions.
- INVESTIGATE EACH CLUE – an apparently reasonable conclusion will often be changed by exploring factors which may not appear to be important.
- CHECK FOR UNSAFE CONDITIONS and ACTS – both are present in the majority of incidents / injuries.
- MAKE RECOMMENDATIONS – no investigation is complete unless corrective action is suggested.
- FOLLOW DISCIPLINARY ACTION GUIDELINES – ensure that the company's disciplinary action guidelines for violation of safety rules are applied appropriately.

## 2.3 Access to Employee Records

The purpose of this procedure is to insure right of access to relevant exposure and medical records to employees and/or their designated representatives.

**2.3.1** This section applies to all employee exposure and medical record, and analysis thereof, made or maintained in any

manner, including on an in-house or contractual (e.g., fee-for-service) basis.

- Trade secret information disclosure must follow requirements as stated in 29 CFR 1910.1020 (f) (8).
- Recognized collective bargaining agents who have statutory authority to represent the interests of the employees within the bargaining unit are automatically considered designated representatives. While these representatives do not have the right to secure individual medical records without written consent of the employee, they have the right of access to employee exposure records and analysis without employee consent.

**2.3.2** Employee exposure records could include any of the types of information listed below:

- Environmental (workplace) monitoring or measuring of a toxic substance or harmful physical agent, including personal, area, grab, wipe, or other form of sampling, as well as related collection and analytical methodologies, calculations, and other background data relevant to interpretation of the results obtained;
- Biological monitoring results which directly assess the absorption of a toxic substance or harmful physical agent by body systems (e.g., the level of a chemical in the blood, urine, breath, hair, fingernails, etc.) but not including results which assess the biological effect of a substance or agent or which assess an employee's use of alcohol or drugs;
- Material safety data sheets indicating that the material may pose a hazard to human health; or In the absence of the above, a chemical inventory or any other record which reveals where and when used and the identity (e.g., chemical, common, or trade name) of a toxic substance or harmful physical agent.

**2.3.3** Employee medical records are records that concern the health status of an employee and are made or maintained by a physician, nurse, or other health care personnel or technician. "Employee medical record" means a record concerning the health status of an employee which is made or maintained by a physician, nurse or other health care personnel, or technician.

**2.3.4** The following will not be considered a medical record:

- Physical specimens, such as blood or urine samples, which are routinely discarded.
- Health insurance claims, accident investigation reports and other non-medical correspondence if maintained separately from the medical file.
- The record of any voluntary employee assistance program (alcohol, drug, etc.) if maintained separately.
- Records created solely in preparation for litigation which are privileged from discovery under applicable rules of procedure or evidence.

**2.3.5** Specific Written Consent means a written authorization containing the following:

- The name and signature of the employee authorizing the release of medical information.
- The date of the written authorization.
- The name of the individual or organization that is authorized to release the medical information.
- The name of the designated representative (individual or organization) that is authorized to receive the released information.
- A general description of the medical information that is authorized to be released.
- A general description of the purpose for release of the medical information.
- A date or condition upon which the written authorization will expire (if less than one year).

**2.3.6** A toxic substance or harmful physical agent is defined as any chemical substance, biological agent (bacteria, fungus, virus, etc.) or physical stress (noise, heat, cold, ionizing radiation or non-ionizing radiation, hypo or hyperbaric pressure, etc.) which:

- Is regulated under federal law or rule due to a hazard to health.
- Is listed in the National Institute of Occupational Safety and Health (NIOSH) Registry of Toxic Effects of Chemical Substances (RTECS).

- Shows positive evidence of acute or chronic health hazard in human, animal or other biological test by or known to the employer.
- Has a Safety Data Sheet indicating that the substance may pose hazard to human health.

### **2.3.7 Procedure**

The individual Branch Location will maintain applicable medical and exposure records for all of its affected employees. All requests to access medical and exposure records and analysis based on those records must be submitted by using the forms provided for that purpose.

Access to records is provided in a reasonable time, place and manner. Access to records must be provided in a reasonable time, place and manner. If access to records cannot reasonably be provided within fifteen (15) working days, BrightView shall within the fifteen (15) working days apprise the employee or designated representative requesting the record of the reason for the delay and the earliest date when the record can be made available.

Personal identifiers (name, address, social security number, payroll number, etc.) are removed from records before access is granted. Whenever access is requested to an analysis which reports the contents of employee medical records by either direct identifier (name, address, social security number, payroll number, etc.) or by information which could reasonably be used under the circumstances indirectly to identify specific employees (exact age, height, weight, race, sex, date of initial employment, job title, etc.), personal identifiers must be removed before access is provided.

BrightView, upon request, will assure the prompt access of representatives of the Assistant Secretary of Labor for Occupational Safety and Health to employee exposure and medical records and to analyses using exposure or medical records.

Except for a recognized collective bargaining agent, any designated representative must have the employee's written permission for access to exposure records and analyses. It is necessary however, for the union representative to specify the occupational need for access to records absent the employees consent. Union representatives must have the employee's written permission to access medical records.

Copies of medical records are provided at no cost to employees. Whenever an employee or designated representative requests a copy of a record, that record must be provided at no cost.

Any review of medical or exposure records by an employee or union representative shall be done on his or her own time, outside of normal working hours, at a time mutually agreeable to the parties. The review will be conducted in person with the individual requesting access to the records.

The employee is entitled access to his or her medical records except when a physician determines that this knowledge would be detrimental to the employee's health as in such cases of terminal illness or psychological conditions. However, if the employee provides a designated representative with specific written consent, access to medical records must be provided even if the physician has denied the employee access to the records.

The authorized physician, nurse or other responsible health care personnel maintaining employee's medical records may delete the identity of anyone who has provided confidential information concerning the employee's health status but cannot withhold the information itself.

When an analysis of medical records identifies the employee, a physician may remove direct or indirect personal identification. If this cannot be done, the personally identifiable portions need not be provided to the person seeking such information.

Employees and their designated representatives will be permitted upon request access to past and present exposure data to toxic substances or harmful physical agents.

Copies of exposure records of other employees with past or present job duties or working conditions like or similar to those

of the employee will also be provided upon request.

Any employee or designated representative is also permitted access to any record of exposure information which pertains to a new workplace or condition(s) to which the employee is being assigned or transferred.

### **2.3.8 Records Retention**

- Medical records must be preserved and retained for the duration of employment plus 30 years.
- Employee exposure records must be retained for 30 years.

### **2.3.9 Transfer of Records Should BrightView Cease to do Business**

Whenever BrightView ceases to do business it shall transfer all records subject to this section to the successor employer. Whenever BrightView either is ceasing to do business and there is no successor employer to receive and maintain the records, or intends to dispose of any records required to be preserved for at least thirty (30) years, BrightView shall transfer the records to the Director of the National Institute for Occupational Safety and Health (NIOSH) if so required by a specific occupational safety and health standard.

## **2.4 Bloodborne Pathogens**

This section covers BrightView and its effort to reduce the risk of occupational exposure to Bloodborne pathogens, and/or other potentially infectious materials, in compliance with federal and state regulations.

While BrightView has no team members who, as part of their job duties are required to render First Aid this program covers all team members who are not trained as a part of their job duties, but who need to know because of the chance of Bloodborne pathogens being released in the workplace.

The exposure determination is based on identifying team members who may reasonably be exposed to blood, bodily fluids or other potentially infectious materials occupationally. Occupational exposure means any reasonably anticipated skin, eye, mucous membrane, or parenteral contact (piercing, such as needle sticks, cuts, abrasions) with blood or other potentially infectious materials (OPIM) that may result from the performance of a team member's duties. The primary factors to be considered are:

- Probability of exposure
- Potential routes of exposure

#### **2.4.1 Team Members in the following categories comprise the groups who are covered by this section of the policy:**

- Job duties that do not normally involve exposure to blood or bodily fluids, but which may require performing tasks involving exposure to blood or bodily fluids in unplanned or emergency situations (i.e., also includes team members performing janitorial services who may come in contact with bodily fluids, etc.)
- Job duties that do not normally involve exposure to blood or bodily fluids, but where team members are trained in first aid to enhance the overall safety process of the company. Any first aid rendered by these team members is done only as a collateral duty, responding solely to injuries resulting from workplace incidents. This category also includes "Good Samaritan" acts, such as assisting a co-worker with a nosebleed or controlling bleeding as the result of a fall, which are not considered occupational exposures. Team Members who are trained in first aid but, not required, as a part of their job duties to perform first aid, should be trained that if they perform "Good Samaritan" acts, they must immediately inform their supervisor. Examples are: administrative staff, warehouse personnel and field workers.

Team members are not required to render first aid or CPR, unless the performance of first aid is a part of a team member's designated job duty or the team member is participating in a special emergency medical response team. (Note: Emergency preparedness teams are not automatically considered emergency medical response teams unless they are properly trained to perform emergency medical duties including first aid/CPR as specified in their job description.) Team members designated to render lifesaving actions include those who voluntarily take on first aid responsibilities, as part of their job description, and are available during normal work shifts.

## **2.4.2 Methods of Compliance**

To prevent and control exposure to blood or other potentially infectious materials must observe several precautions and control strategies. Most importantly, team members must use universal precautions (treating ALL blood and body fluids as infectious) to prevent contact with blood, or other potentially infectious materials. Other strategies include:

### **Engineering Controls**

(i.e., puncture resistant disposal containers for contaminated sharp instruments, resuscitation bags, and ventilation devices.)

### **Work Practice Controls**

(i.e., hand washing, immediately after removing gloves; restricting eating and drinking; applying chemicals or lip balm; handling contact lenses; prohibiting mouth pipetting; preventing the storage of food or drink in refrigerators, or other locations where blood, or other BBP's, are kept; decontaminating equipment, or labeling it as contaminated, before shipping to disposal facilities; no recapping, shearing, or breaking of contaminated needles).

### **Personal Protective Equipment**

Designed to prevent blood or other BBP's, from passing through worker's clothing, skin, or mucous membranes. Latex or vinyl gloves should be worn when first aid or medical treatment begins until treatment stops. One should assume all patients might be infectious. Always wear a new pair of gloves before handling another person.

Gloves, mouth shields, surgical masks, eye wear, and protective body clothing (gowns, aprons, or Tyvek coveralls) shall be present and available if needed. This equipment will be worn whenever there is a reasonable probability of blood splashes or contact with contaminated body fluids. Surgical masks will be used when protection is needed for the mouth and nose.

**Gloves are also required when performing janitorial services at branch location or for clients.**

## **2.4.3 Waste Handling**

BrightView personnel shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on a jobsite or client's property. This includes, but is not limited to, items such as hypodermic needles<sup>1</sup>, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Field team members shall only be obligated to report/communicate any observations of potential bio-hazards to their supervisor for their appropriate removal by others, unless previously arranged by BrightView and the client.

BrightView team members should never handle needles found on a jobsite or on client's property.

The disposal containers shall be constructed so that they are closeable, leak-proof, puncture-resistant, fluorescent orange, orange-red, or red in color, and display the biohazard legend.

## **2.4.4 Hepatitis B Vaccination**

Hepatitis B vaccinations will be made available to all Category 1 and Category 2 team members. It shall be offered after the team member has received the required training and within 10 working days of assignment at no cost, at a reasonable time and place, and under the supervision of a licensed physician or health care provider. Documentation shall be on file of the dates of the team member's immunization. Pre-screening may not be required as a condition of receiving the vaccine.

Any team member who chooses not to be vaccinated must sign a declination form (Appendix II). This form should be sent to the Human Resources Department for inclusion in the team member's personnel file.

The team member may later opt to receive the vaccine, again, at no cost. If at a later date, booster doses are recommended by disease control centers, they will be offered to team members at no cost. Hepatitis B vaccinations shall also be offered to any team member, irrespective of designated category or classification, who has been involved in an occupational incident, which may have exposed them to bodily fluids or blood. An investigation and a written report of the incident shall be on file.

Hepatitis B vaccinations shall also be made available to all team members, irrespective of designated category or

classification, as soon as possible, but in no event later than 24 hours, after any team member has rendered assistance in any situation involving the presence of blood or other potentially infectious material (OPIM). This policy shall be observed whether or not an actual “exposure incident”, as defined below, may have occurred. An investigation and a written report of the incident shall be on file.

#### **2.4.5 Post Exposure**

The company will provide a confidential medical evaluation and follow-up subsequent to any exposure incident. An exposure incident is defined to be contact by the eye, mouth, or other mucous membrane, non-intact skin, or parenteral contact (piercing, such as needle sticks, cuts, abrasions) with blood or other potentially infectious materials, which occurs during the performance of a team member’s duties. In addition, incidents where first aid has been given involving the presence of blood or OPIM must be reported to a supervisor before the end of the work shift during which the first aid care incident occurred. The report will have the following elements:

- The names of all first aid providers who rendered assistance, regardless of whether personal protective equipment was used.
- A description of the incident, including time and date.
- A determination of whether or not, in addition to the presence of blood or other potentially infectious materials, an “exposure incident” occurred. This determination is necessary to ensure that the proper post-exposure evaluation, prophylaxis, and follow-up procedure are made available immediately if there has been an “exposure incident”, as defined by this policy.
- Documentation of the route of exposure and the circumstances under which the exposure occurred.
- Identification and documentation of the source individual, unless this is not feasible or prohibited by law:
  - The source individual’s blood shall be tested as soon as feasible and after consent is obtained if determination of Hepatitis B or HIV infectivity must be made. If consent is not obtained, it shall be documented that legally required consent could not be obtained. When the source individual’s consent is not required by law, the source individual’s blood, if available, shall be tested and the results documented.
  - Results of the source individual’s testing shall be made available to the exposed team member, and the team member shall be informed of applicable laws concerning the disclosure of the identity and infectious status of the source individual.
- The report shall be recorded on a list of such first aid care incidents. This report shall be available to all team members. Collection and testing of blood for Hepatitis B and HIV serological status as well as other tests as deemed necessary will be provided to the exposed team member at no cost. The supervisor will provide the health care professional a copy of the regulation which applies to the team member in the country in which they work a description of the team member’s duties as they relate to the exposure, and the circumstances under which the exposure occurred (Appendix III).

Following any medical evaluation, the attending health care professional must provide the team member with a written opinion within 15 days. The written opinion must summarize the results of the medical evaluation, indicate any limitations on the team member’s ability to receive Hepatitis B vaccine, and indicate that the team member has been informed of the results of the evaluation. All findings and diagnosis unrelated to the exposure shall remain confidential with the health care professional and the patient and shall not be included in the team member’s medical records. If medical evaluation determines a positive exposure, then an injury/illness report shall be completed as detailed in the Accident Reporting section of this manual.

## **2.5 EMERGENCY ACTION PLAN**

Due to the various size and location of BrightView branch offices, a generic building evacuation program has been developed. This program, when all the blanks have been completed by each branch office, will become part of your Hazardous Material Business Plans or commonly called Community Right to Know Program. For those that are not required to have a Hazardous Material Business Plan, this program will be your Emergency Action Plan.



### **2.5.1 Communication and Training**

- The emergency action plan must be reviewed, trained, and updated on a yearly basis.
- Must be posted and available to all employees to review. If the BrightView location or satellite has 10 employees or less, the emergency action plan will be communicated orally.
- Contact information will be provided to employees who need additional information pertaining to the plan or to their respective duties.

### **2.5.2 Emergency Escape Routes, Exits and Assembly Areas:**

- Building Occupants - All occupants should become familiar with the emergency escape routes and exits in their building and other buildings which they are likely to visit.
- Emergency Escape Routes and Exits - Have been identified and are posted in each building, satellite sites or trailer module.
- Outdoor Assembly Area - An outdoor assembly area has been assigned to each building, satellite sites or trailer module. Employees should proceed to their assembly area during emergencies requiring building evacuation.

### **2.5.3 Emergency Reporting:**

- Building and trailers module offices - All emergencies should be immediately reported to Branch Manager, Office Manager or Branch Safety Leader. The person or persons reporting the emergency should state his or her name, the type of emergency and location, a call-back number and any other pertinent information deemed necessary. The above office personnel will then initiate action which may include building evacuation, alerting appropriate emergency response agencies, i.e., police department, fire department and possibly ambulance etc.
- Offsite - Offsite managers/supervisors must use their discretion to determine whether an emergency situation exists. For situations requiring immediate assistance from local emergency response agencies, the offsite manager/supervisor or designated person should dial 911 directly. Once the emergency is under control, the offsite manager/supervisor should report the emergency incident to the Branch Manager, Office Manager or Branch Safety Leader, as soon as possible.

### **2.5.4 EVACUATION ANNOUNCEMENTS:**

The following methods may be used to announce building, trailer module or offsite evacuations.

- Emergency P/A System (where applicable) - Each building and trailer module (except off-site) should have a P/A system. This P/A system should have a backup power source and is designed to operate during a power failure. This system is periodically tested by making employee announcements, such as paging an employee for a phone call or reporting to the office. Emergency evacuation announcements are made through the P/A system by the Branch Manager, Office Manager or Branch Safety Leader.
- Verbal Evacuation Announcements - These announcements can be made by the Branch Manager, Office Manager, Safety Officer or any local authorities.
- Offsite - Without an emergency alarm or P/A system, each offsite manager/supervisor should ensure that every employee and all visitors are aware of their unique procedures for announcing evacuation, and the location to assemble.

### **2.5.5 CRITICAL BUILDING OPERATIONS:**

Management from each branch location shall develop procedures for employees who are required to remain and operate critical operations before evacuating. Employees with this responsibility shall not be required to remain and operate critical building or facilities operations if it endangers their own safety.

Management shall provide the names and responsibilities of personnel who perform critical building or facilities operations to the Evacuation Coordinator.

### **2.5.6 EVACUATION PROCEDURES FOR EMPLOYEES AND VISITORS:**

- When an announcement has been made to evacuate a building, trailer module or offsite, remain calm and immediately proceed to the nearest exit or emergency exit in a calm and orderly manner. Do NOT run or use any elevators if available at your location. If visitors are present, inform them of your procedure and escort

them outside to the assembly area.

- Smoking is "prohibited" inside or around any building or facility during evacuations. Smoking is permitted only when approved by the Evacuation Coordinator.
- Once outside, immediately proceed to your pre-designated assembly area and follow the instruction of the Evacuation Coordinator.
- Remain in your assembly area and wait for further instructions from your Evacuation Coordinator. Do not wander off to talk to friends or co-workers as a head count will be taken by an Evacuation Coordinator Assistant. Be cooperative and provide assistance if requested to do so.
- When the "all clear signal" has been announced by the Evacuation Coordinator or Assistant, you may proceed back into the building or facility to resume work, if possible.
- Report all injuries to the Evacuation Coordinator or Assistant.

### **2.5.7 EMERGENCY EQUIPMENT AND SUPPLIES:**

Emergency equipment and first-aid supplies should be stored in a general location where, in the event of an emergency, this equipment would be immediately available. Attachment 4 provides a suggested list of available emergency equipment and first-aid supplies.

Off sites should identify where their emergency equipment and first-aid supplies are stored.

### **2.5.8 EMERGENCY RESCUE:**

Following a major earthquake or any major emergency, state emergency response services, i.e. police, fire department etc., may be unable to provide immediate assistance to your facility. With the exception of offsite facilities, all rescue activity shall be coordinated through the Evacuation Coordinator on a voluntary basis.

First-aid and CPR may be offered by anyone holding a current certification. During emergencies requiring building evacuation, first-aid supplies will be dispensed from the general storage location of the supplies.

### **2.5.9 EVACUATION TEAM MEETINGS:**

The Evacuation Coordinator shall schedule evacuation team meetings at least twice a year. The purpose of these meetings is to update and review emergency evacuation plans, procedures and team members' responsibilities. Evacuation team members are expected to attend these meetings. A copy of the minutes of the team meeting is required to be kept on file at the branch.

### **2.5.10 EVACUATION DRILLS:**

Evacuation drills shall be scheduled once a year by the Evacuation Coordinator in cooperation with the Branch Manager and evacuation team members.

A review of the evacuation drill will be conducted by the Evacuation Coordinator and kept on file at the branch.

## **2.6 First Aid Response**

This section is to establish the minimum first aid supplies, equipment and actions to properly respond to an injury.

### **2.6.1 Requirements**

#### Planning

The Branch Manager or designee will:

- Ensure that a minimum of one employee, with a valid certificate, shall be present to render first aid at all times work is being performed if medical assistance is not available within 3-4 minutes.
- Ensure that provisions have been made prior to commencement of work/project for prompt medical attention, including transportation, in case of serious injury.
- Ensure adequate first aid supplies and equipment are easily accessible when required.
- Ensure that in areas where 911 is not available, the telephone numbers of the Medical Clinics, Hospitals, or Ambulance services to be used shall be conspicuously posted.

### Medical Response

- All minor first aid is to be self-rendered. Because of the risks presented by certain Bloodborne pathogens, trained and certified team members are permitted to help as long as the proper precautions and personal protective equipment is available and used.
- In the absence of a Medical Clinic, hospital, or emergency room, that is reasonably accessible in terms of time and distance to the jobsite, which is available for the treatment of injured employees, a person who as a valid certificate in First-Aid/CPR shall be available at the worksite to render first aid treatment. A valid certificate in First-Aid/CPR training must be obtained from the American Red Cross or equivalent training that can be verified by documentary evidence.
- Employees authorized to render First-Aid/CPR will always observe universal precautions. (Universal Precautions means that the aid giver treats all bodily fluids as if they were contaminated).
- If 911 is not available refer to the list of posted phone numbers for pre-arranged medical response providers. All BrightView authorized first responders shall have a cell phone available to them as a means of communications; otherwise hand held radios or telephones shall be used as a means of communications.

### Supplies and Equipment

- First Aid supplies shall be easily accessible in each BrightView Company vehicle, trailer, and branch facility. Always follow the manufacturer's instructions when using the materials in the first aid kit.
- All BrightView first aid kits contain appropriate items determined to be adequate for the environment in which they are used and if on a construction site are stored in a weather proof container with individual contents sealed from the manufacturer for each type of item.
- BrightView is responsible to ensure the availability of adequate first aid supplies and to periodically reassess the availability for supplies and to adjust its inventories. First Aid kits are to be inspected:
  - On the first Monday of each month to verify that they are fully stocked and that no expiration dates have been exceeded, and
  - Before leaving the yard each day during the DVIR-truck and trailer inspection.
  - Replace any items that have exceeded their expiration dates or that have been depleted.
- Where the eyes or body of any person may be exposed to injurious corrosive materials, a safety shower and/or eye wash (suitable facilities) or other suitable facilities shall be provided within the work or jobsite area. Ensure expiration dates are checked and water used in storage devices is sanitized.
- An assessment of the material or materials used shall be performed to determine the type flushing/drenching equipment required. At customer/client jobsites, portable or temporary stations must be established prior to the use of corrosive materials.

### Transportation

- Bases on the first responder's assessment of the injuries involved, decide whether the injured employee requires to be taken directly to the hospital's emergency room, occupational medical clinic or administer first aid on location.
- Examples of serious injuries that result in the injured being transported to a medical provider are those resulting in severe blood loss, possible permanent disfigurement, head trauma, spinal injuries, internal injuries and loss of consciousness. Keep in mind that the needs are well-being of the injured team member are the first priority.
- Proper equipment for prompt transportation of the injured person to a treating hospital or medical clinic or a communication system for contacting necessary ambulance service shall be provided.
- BrightView is responsible for providing safe transportation to the medical facility in order to provide medical attention to the injured in the quickest manner without any additional complications or injuries to the injured employee.
- No BrightView employee is to drive themselves or be picked up from a facility or jobsite for transportation to a medical facility. All injured employees will be accompanied by a member of BrightView Management or Professional Medical Transport.

## **2.6.2 Training**

Volunteers or selected employees are trained by the American Red Cross or equivalent in First Aid/CPR. Each of these trained and certified employees are equipped with protective gloves and other required personal protective equipment. CPR training must be re-certified annually and First Aid training must be re-certified every three years.

## 2.7 Injury and Illness Prevention Plan (IIPP)

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members (employees) across BrightView understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.

The Injury and Illness Prevention Program (IIPP) administrator:

<i>Branch Safety Leader Name or Designee:</i>	
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All managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering working questions about the IIPP. A copy of this IIPP is available from each manager and supervisor.

### 2.7.1 Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all team members. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All team members 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 team members comply with the rules and maintain a safe work environment includes:

- Informing team members of the provisions of our IIPP;
- Provide training to all team members upon hire and whenever there is a change in job tasks, duties or equipment
- Evaluating the safety performance of all team members;
- Recognizing team members who perform safe and healthful work practices;
- Provide re-training to team members whose safety performance is deficient;
- Discipline team members for failure to comply with safe and healthful work practices.

### 2.7.2 Communication

The following system of communication is designed to facilitate a continuous flow of two-way safety and health information (Management, supervision and team members) in a forum that is readily understandable to and between all affected site personnel:

- New hire orientation, including a discussion of site-specific safety and health policies and procedures
- Workplace-specific safety and health training
- Daily morning safety huddles
- Weekly tailgate training
- Posted and distributed safety information (including language translation where appropriate)
- A 1-800 number for team members to anonymously inform management about workplace hazards without fear of reprisal
- Safety committee meetings held minimum quarterly, or more frequently if deemed necessary, and written records of the committee meeting; review results of periodic scheduled inspections; review investigations of injuries/incidents and alleged hazardous conditions; and, submit recommendations to improve the safety and health of our team members.

### 2.7.3 Hazard Assessment

Scheduled and periodic inspections to identify and evaluate workplace hazards shall be performed:

- When new substances, processes, procedures or equipment that present potential new hazards are introduced into the workplace
- Daily, prior to the start of work at each job site
- Daily and/or monthly vehicle inspections, pre and post trip (as regulated by vehicle class / weight or Company policy)
- Monthly facility inspections and truck/trailer Inspections

- Whenever workplace conditions warrant an inspection
- When occupational injuries or illnesses occur

Periodic inspections consist of identification and evaluation of workplace hazards utilizing the Take 2 Pre-Job Briefing, Jobsite Safety Observations Report, Job Hazard Analysis, Monthly Facilities Inspection, Daily DVIR, Monthly Truck/Trailer Inspection and any other effective methods to identify and evaluate workplace hazards.

In order to facilitate team member involvement in hazard assessment and elimination, a pre-job briefing is conducted prior to the start of work at each job site. The briefing is documented on a Take 2 Pre-Job Briefing form and submitted daily to the Branch Safety Leader, Supervisor or Production Manager for review. This form can also be used to make safety related suggestions to the EH&S Department, Executive Safety Steering Committee or Branch Safety Committee, for review and possible implementation.

#### **2.7.4 Accident / Incident Investigations**

All reports of injuries, accidents, incidents of unsafe behavior, or violations of safety policies will be investigated as soon as possible and a root cause analysis be completed no later than 72 hours following notification of the incident.

Investigation will be led by the Branch Safety Leader and will include:

- Visiting the scene as soon as possible
- Interviewing affected workers and witnesses
- Examine the workplace for factors associated with the accident/incident
- Determine the causes of the accident/incident
- Take corrective action to prevent the accident/incident from reoccurring; and
- Record findings and corrective actions on appropriate forms including Investigation/RCA form and OSHA Form 301 or equivalent.

BrightView strictly prohibits any form of retaliation against a team member who reports an injury, an unsafe condition or in good faith makes a complaint, raises a concern, provides information or otherwise assists in an investigation or proceeding regarding any conduct that he or she reasonably believes to be in violation of the BrightView's safety policies, procedures, rules or regulations.

#### **2.7.5 Hazard Correction and Control**

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- When observed or discovered.
- When an imminent hazard exists which cannot be immediately abated without endangering team member(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Team members necessary to correct the hazardous condition shall be provided with the necessary protection
- A planned series of inspections conducted on a minimum monthly basis of all facilities, jobsites and equipment in order to ensure that unsafe conditions are detected and remedied.
- All such actions taken and dates they are completed shall be documented on the appropriate forms.

Once a hazard has been identified, there are basically three (3) methods by which the hazard can be addressed. Hazards can be addressed through the use of Engineering Controls, Administrative Controls or through the use of Personal Protective Equipment (PPE). These controls have been listed in order of preference and effectiveness and BrightView will strive to address hazards from this perspective.

When a team member fails to comply with safety policies, procedures, rules, guidelines or to follow a supervisor's instructions, it not only places the offending team member at risk of injury but it can also place fellow team members in jeopardy. BrightView takes safety violations seriously and understands the vast majority of team members realize the value of their jobs and conduct themselves in a safe, professional and responsible manner. In an effort to avoid

misunderstandings, BrightView has developed a Code of Safe Conduct (Company Safety Rules). Team members should fully understand these safety rules and the corrective action process utilized to ensure these rules are adhered to.

### **2.7.6 Training and Instruction**

One of the most effective methods for preventing accidents and incidents is by providing comprehensive and consistent training throughout a team member's term of employment. Upon presentation of appropriate training, all team members, regardless of position, must be held accountable to follow the policies and procedures addressed in the training. Training and instruction shall be provided as follows:

- When the IIPP is revised
- To all new team members
- To all team members 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 BrightView is made aware of a new or previously unrecognized hazard
- To managers and supervisors to familiarize them with the safety and health hazards to which team members under their immediate direction and control may be exposed; and
- To all team members with respect to hazards specific to each team member's job assignment.
- Weekly Safety Tailgate Meeting held at each BrightView branch

This training will include (but not limited to):

- Explanation of the BrightView IIPP, 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 appropriate clothing, including gloves, footwear and personal protective equipment.
- Prevention of musculoskeletal disorders, including proper lifting techniques
- Proper use of equipment to complete tasks
- Information about chemical hazards to which team members could be exposed and other hazard communication program information.
- Availability of toilet, hand-washing and drinking water facilities
- Prohibiting behaviors that adversely influence safety.
- Provisions for medical services and first-aid including emergency procedures

Training shall be administered by either the Branch Manager or the Branch Safety Leader (or their designee) and shall cover a review of all safety policies, procedures and rules. Each team member shall demonstrate a clear understanding of the covered materials and must complete this course before the team member starts his/her first day of work. In addition, BrightView provides specific instructions to all team members regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training. Training shall be documented on the appropriate form and these records maintained with the team members personnel records.

### **2.7.7 Recordkeeping**

BrightView has taken the following steps to implement and maintain our IIPP:

- Records of scheduled and periodic inspections, including the person(s) conducting the inspection and the action(s) taken to correct the identified unsafe condition and work practices are recorded on applicable forms including a Take 2 Pre-Job Briefing Form, Landscape Maintenance Jobsite Safety Observation Report and/or an Incident Investigation/RCA form. These records are maintained for at least one (1) year.
- Documentation of safety and health training for each team member, including the team member's name, training dates, type(s) of training and training providers are recorded on a Record of Training form. This documentation is maintained for at least one (1) year.
- This IIPP document, along with its supporting documentation, will be reviewed on an annual basis for correctness and consistency. Review of these documents will be the responsibility of the BrightView EHS Department.

## 2.8 Near Miss

BrightView strives to prevent injuries/incidents through the use of ongoing hazard identification and abatement procedures. Near miss/unsafe condition reporting affords employees an opportunity/method to communicate situations, which could lead to injuries/incidents or equipment damage on a positive, pro-active basis. For this reason, all near miss incidents shall be reported and thorough reviews of these reports shall be made in accordance with this policy.

A near miss is an unplanned occurrence that interferes with or interrupts the orderly progress of work or has the potential to cause personal injury or monetary loss through property damage or production delays. Employees should be encouraged to report near misses, unsafe conditions, or safety suggestions for purposes of fostering a safe working environment.

### 2.8.1 Reporting Process

- Employees shall report any incident/unsafe condition, which follows the definition listed above, to their crew leader/supervisor using the Near Miss/Unsafe Condition Report. Employees may choose to complete the form anonymously.
- The reports are to be placed in the reporting receptacle located near the safety bulletin board or in an area that is accessible by all employees.
- The Branch Safety Leader will review the form and note the course of action to be taken on the form. If any administrative delays are needed, a general statement should be made as to the actions planned.
- The Branch Safety Leader shall consult with the Branch Manager for fiscal approval for projects which are identified to be unsafe and where measures have been identified to reduce or eliminate the hazard.
- The completed form is then returned to the employee, or if submitted anonymously, posted on the safety bulletin board to reveal action taken.
- A summary of all near miss reporting will be submitted to the Regional EHS Manager on a monthly basis.

## SECTION 3 – Employee / People Safety

### 3.1 Ergonomics

BrightView is developing an ergonomic program to improve the health of its employees by minimizing ergonomic stressors. The objective of any safety initiative is to prevent injuries and illnesses by removing their causes. For musculoskeletal disorder hazards we can achieve this by eliminating or reducing employee exposure.

All employees are responsible for participating in training on ergonomics and for following proper work practices.

Branch locations are responsible for providing sufficient resources to implement ergonomic recommendations in a timely manner as well as ensuring that employees are properly trained.

The Environment, Health and Safety Department is responsible for evaluating and monitoring the ergonomic program including assessing the nature and extent of ergonomic hazards, recommending ways of minimizing or controlling these hazards, and supporting BrightView in consultation and direction regarding ergonomics. The Environment, Health and Safety Department is also responsible for ensuring that training on ergonomics is available to all employees.

#### 3.1.1 Background Information

##### *Ergonomic Stressors*

Poor workplace designs can present ergonomic risk factors called stressors. These stressors include but are not



limited to repetition, force, extreme postures, static postures, quick motions, contact pressure, vibration, and cold temperatures. (Ergonomics: The Study of Work, OSHA)

#### *Repetition*

Is the number of motions or movements that are performed per cycle or per shift?

#### *Force*

Is the muscles used to produce force in order to perform necessary activities such as lifting, grasping, pinching, pushing, etc.?

#### *Extreme Postures*

Is when muscles are required to work at a level near or at their maximum capacity?

#### *Static Postures*

A special type of awkward posture which occurs when a body part is not moving, but is still doing work. Examples include sitting in a chair or holding an object.

#### *Contact Pressure*

Is the pressure from resting part of the body against a sharp edge or corner? Resting the wrists or forearms on an edge of a desk while typing is one example.

#### *Vibration*

Exposure to local vibration occurs when a specific part of the body comes in contact with a vibrating object, such as a power hand tool. Exposure to whole-body vibration can occur while standing or sitting in vibrating environments or objects, such as when operating heavy-duty vehicles or large machinery.

#### *Cold Temperatures*

Reduce the natural elasticity of the body and reduce the sensation of touch (tactile feedback). In order to get the same amount of tactile feedback, and employee may exert more force than is necessary.

Employee exposure to these stressors can cause injury or some type of MSD.

### **3.1.2 Symptoms**

Symptoms of MSD identify that one or more ergonomic stressors may be present. There may be individual difference in susceptibility and symptoms among employees performing similar tasks. Any symptoms are to be taken seriously. The following list of symptoms can be but are not limited to:

- Numbness
- Tightness
- Tingling
- Swelling
- Pain
- Stiffness
- Redness

### **3.1.3 Work Strategy Controls**

When an ergonomic hazard has been identified, the Environment, Health and Safety Department will work with the Branch in eliminating or minimizing the hazard. There are two general approaches to controlling ergonomic hazards: Engineering and Administrative.

- *Engineering Controls*  
Are changes made to the workstations, tools, and/or machinery that alter the physical composition of area or process?
- *Administrative Controls*  
Are changes made to regulate exposure without making physical changes to the area or process, for example taking frequent breaks and job rotations? In general, engineering control are preferred as their goal is to reduce the presence of hazards.

### 3.1.4 Medical Management

If an employee is experiencing any signs or symptoms of musculoskeletal disorders, the employee is to report their symptoms to their Crew Leader/Supervisor or Branch Management immediately for a medical evaluation. The Regional EHS Manager will be contacted before any medical attention is sought for consultation and advice on next steps for the employee and branch management.

### 3.1.5 Training

The training program will include but not be limited to the definition of ergonomics, ergonomic stressors, types of MSDs, symptoms of MSD, reporting, and work strategy controls. These programs will also be added to the BrightView Intranet Site – EHS Tab for reference and future training. Job specific ergonomic training programs will be presented to Branches upon request.

## 3.2 Management of Change (MOC)

This element identifies BrightView's Management of Change (MOC) procedure as part of its Safety Management System (SMS) Program and applies to all BrightView operations. BrightView is responsible for the development and implementation of written MOC procedure for changes and modifications to facilities and operations personnel that occur at BrightView facilities and customer/client locations.

### 3.2.1 Changes in Facilities

Changes in facilities arise whenever the process or mechanical design is altered, changes to produced fluids occur, process additives are obtained, product specifications change, by-products or waste products are generated, design inventories change, instrumentation and control systems are modified, or materials of construction change.

- Projects that involve production or process tie-ins to existing facilities, reconfigurations or modifications.
- Modifications of existing facilities that result in changes to facility or equipment design, structural support, layout or configuration.
- Projects to increase facility through-put or accommodate different produced fluids.
- Significant changes in operating conditions (flow rates, pressures, liquid levels, temperatures or process conditions).
- Equipment changes, including the addition of new equipment or modifications (alarms, instrumentation, control schemes, etc.)
- Modifications of the process or equipment that causes changes in the facility's layout.
- Bypass connections around equipment that is normally in service.
- Mechanical changes that would not normally appear on a process or instrument diagram: replacements, temporary installations, temporary changes in operating procedures, alternate set-ups, temporary electrical equipment or utility connections (other than emergency situations).
- Operations outside the scope of current operating procedures.
- Changes made in the process or mechanical design or in operating procedures that result from a hazards analysis, audit or annual review.
- Introduction of new or different process chemicals
- Temporary changes in production installations and procedures.

### 3.2.2 Changes in Personnel

Changes in personnel, including temporary personnel occurs whenever there is a change in the organization or in personnel that supervise or operate at the location. Routine personnel vacancies, replacements, rotation and shift changes are all changes in personnel. Routine personnel vacancies and replacements, rotation and shift do not require MOC action.

- Supervisory changes of the platform
- Changes in contract operators (one company to another).

### 3.2.3 Replacement-In-Kind (RIK)

- Replacement-In-Kind (RIK) for Changes in Facilities is the exchange or replacement of one piece of equipment or component by another of similar specifications and performance characteristics.

- Replacement-In-Kind (RIK) for Changes in Personnel is the substitution of one person for another of similar qualifications, training and experience (vacancies and replacements, rotation, or shift)
- Situations involving replacement-in-kind require no further action or documentation.

### 3.2.4 Procedure

This MOC procedure and associated Form address the technical basis for the change; the impact the change will make on health, safety and the coastal and marine environments; the time period to implement the changes; and the management and field approval process.

When preparing the MOC, consider the effects of the proposed change on unrelated upstream and downstream locations; revisions on operating procedures, safe work practices and training; revisions of the safety and environmental information; the communications required for that change; and the impact the change will make on affected personnel.

## 3.3 Roadway Work

### 3.3.1 Roles and Responsibilities

#### Branch Leadership

When estimating contracts, management care shall be taken to understand if the job scope includes working near traffic; to highlight the hazard and our plan to reduce risks, with recommendations to modify the landscape to minimize hazards; and to ensure our estimate and proposal include appropriate safety measures.

- Provide adequate work zone safety devices and PPE. This includes adequate number of signs and minimum of 3 cones without a trailer and 5 cones with a trailer.
- Ensure team members are trained according to state and/or local rules and regulations.
- Ensure team members follow established safe work practices for working adjacent to roadways and traffic.
- Ensure a Competent Person is designated at each branch performing work under this scope.

#### Team Members

- Follow established safe work practices for working adjacent to roadways and Traffic.
- Wear required PPE.
- Must not perform work that is unsafe or for which they are not trained.

### 3.3.2 Plan Activities to Minimize Roadway clean-up activities.

One of the most dangerous tasks to perform in a roadway is blowing. It is loud and can require an operator to be 2-3 feet into the road.

- Limit clean-up to only those items in our contractual scope.
- Assess whether blowing is required – minor amounts of debris may not need to be blown.
- Take steps to minimize roadway debris (keeping mower chutes closed; not blowing debris onto the road; and proposing changes to the landscape to eliminate sources of debris).
- Where possible, deploy equipment that allows us to blow or vacuum without leaving the curb-line, or mount blowers on appropriately equipped vehicles.
- When working within five feet of the shoulder, in a median, where impeding a lane of traffic, or in a parking lot, a Roadway Work Plan must be developed for that job.

### 3.3.3 Roadway Safe Work Practices

- Face traffic. Whenever possible, workers shall face traffic. Facing traffic maximizes a team member's ability to see hazards and is critical to maintaining safety. If a worker on a roadway cannot face traffic, a shadow vehicle is strongly recommended.
- Minimize time in the road and roadway crossings. Unless unavoidable, roadways shall not be used to move people or equipment. When crossing, remember that workers on foot have no right of way outside of crosswalks or at intersecting roads.
- Wear the right PPE. Class II safety vests are required for all workers near traffic; Class III safety vests shall be worn for all roadway work with posted speed limits of 40 MPH and higher, or engaged in nighttime road work regardless of the

speed.

- Maximize visibility. Wherever possible, signage, cones, flashers, and reflective materials (tape, triangles) shall be used to highlight crew activity in or alongside roadways.
- Stay focused and aware. Slow down and keep your eyes raised as much as possible – roadway hazards can emerge quickly without warning.
- Work at safe times of day. Perform roadway work during daylight hours when feasible; avoid times near sunrise or sunset when the sun may be blinding to drivers.

### **3.3.4 Any time we are performing roadway work, for any amount of time, where speed limits are 40 MPH or greater and/or we are working at night:**

Class III safety vests shall be worn.

Additional compliant safety measures are likely required, depending upon the situation (ask your Regional Safety Manager if you are not sure), could include:

- Compliant signage and cones
- High intensity warning lights mounted upon vehicles and riding equipment.
- Additional reflective tape on riding equipment.
- Shadow vehicles.
- Lane closures

*All tasks we perform are covered by this document including edging, blowing, mowing, irrigation preventative maintenance, fertilization / chemical spraying, and all other tasks.*

### **3.3.5 High risk roadway jobs**

High-risk roadway jobs include:

- Roadway work tasks where the posted speed limit is 40 MPH or higher.
- Jobs requiring workers to routinely cross roadways with speed limits of 40 MPH or higher.
- Night-time roadway operations.

All high risk roadway jobs shall have a written plan developed by a Competent Person to address the on-site hazards and all affected team members shall be trained on hazard avoidance before working on site.

### **3.3.6 Vehicles and equipment in or crossing travel lanes**

All roadway work zone vehicles and ride-on equipment (riding mowers, utility carts, etc.) that move in roadways against traffic or significantly slower than traffic shall be equipped with high intensity rotating, flashing, oscillating, or strobe lights that meet Class 1 lighting requirements; additionally consider reflective tape. Vehicles positioned in closed lanes shall have flashers engaged at all times and be appropriately signed and coned per regulation.

The parking of work zone vehicles and equipment in traffic and turn lanes, without adequate lanes closures, is strongly discouraged. When adjacent properties are maintained by our crews, this provides a safe alternative, especially where crews can use controlled intersections to access center medians from parking lots.

### **3.3.7 Trained branch personnel**

It is recommended that each branch/metro area have at least one Competent Person trained in traffic control standards, design, and implementation. This includes 8 hours of traffic control or maintenance of traffic training (some states require 16 hours). This training is required if directing traffic or altering flow of traffic. A licensed third party may be used in lieu of qualified company personnel.

A Competent Person shall be used to evaluate and create written plans for all high risk roadway hazard jobs (as defined below):

- Written plans may range from a simple site map showing where to park the crew truck and place signs to a detailed plan filed with the local jurisdiction.
- If flagging operations are required, flaggers must be trained by a Competent Person. A licensed third party may be used in lieu of qualified company personnel.

### 3.4 Short Service Worker Program

The Short Service Employee (SSE) Management Program applies to employees who have less than 90 days experience in the area of work in which they were hired. The purpose of the program is to prevent work related injuries and illnesses to new hires and temporary workers.

All BrightView short service employees are to be managed in accordance with this program to ensure that they have an initial orientation of the BrightView Company's health and safety requirements prior to performing work.

- An SSE may only work under the direct on-site supervision of a designated employee who, as one of his/her duties, serves as a mentor/trainer in safety for the SSE. The mentor/trainer assigned to an SSE must be a knowledgeable, experienced employee who can provide guidance and development for the SSE.
- An exception to the mentor/trainer requirement may be granted to employees who have a high level of previous work experience in the same job functions.
- An SSE must be easily identified while on a job site. This is accomplished by using a unique identifier to be determined prior to starting work.
- A single person crew cannot be an SSE.

#### 3.4.1 Procedure

Crew Leader/Supervisor Responsibilities to SSE:

- Assure they have been through the BrightView New Hire Safety Orientation
- Assure they are aware of and understand the contents in BrightView's Incident / Injury Prevention Program as well as the Emergency Action and Response Plan.
- Assure they have completed all mandatory training.
- Assign a mentor/trainer to each SSE.
- Discuss the job expectations and procedures prior to the job to provide a clear understanding of what is expected.
- Notify the client if a SSE will be working at their facility
- Provide client with a proper identifier so the SSE is easily recognizable.
- Obtain SSE acknowledgement of the program

Mentor / Trainer Responsibilities to SSE:

- Set the proper safety example
- Assure they have a complete knowledge of their job functions
- Converse frequently with those assigned to them to discuss any questions or concerns

SSE Responsibilities

- Shall consult with and listen to mentor and crew leader/supervisor
- Shall perform work as directed
- Shall speak up when and if work is deemed unsafe
- Shall wear identifier clothing as instructed

#### 3.4.2 Monitoring

Crew Leader/Supervisors and Branch Management will monitor its employees, including SSE personnel, for awareness of the health and safety policies and procedures.

If at the end of the 90 day period, the SSE has worked safely, adhered to the BrightView health and safety policies and has no recordable incidents attributable to him/her, the SSE identifier may be removed at the discretion of the Branch Manager.

### 3.5 Stop Work Authority

The Stop Work Authority process involves a stop, notify, correct and resume approach for the resolution of a perceived unsafe condition, act, error, omission or lack of understanding that could result in an undesirable event. All BrightView employees have the authority and obligation to stop any task or operation where concerns or questions regarding the control of health, safety or environmental risks exist.

### 3.5.1 Key Responsibilities

- Employees are responsible to initiate a Stop Work Intervention when warranted and management is responsible to create a culture where SWA is exercised freely.
- Crew Leader/Supervisor/Management is responsible to ensure a culture is created where SWA is exercised and honored freely to resolve issues before operations resume and recognize proactive participation.’
- Management must establish and support clear expectations to exercise SWA, create a culture where SWA is exercised freely and hold those accountable that chose not to comply with established SWA policies.

### 3.5.2 Stop Work Authority Procedure

- When an unsafe condition is identified the Stop Work Intervention will be initiated, coordinated through the Crew Leader/Supervisor, initiated in a positive manner, notify all affected personnel and management of the stop work issue, correct the issue and resume work when safe to do so.
- No work will resume until all stop work issues and concerns have been adequately addressed.
- Any form of retribution or intimidation directed at any individual for exercising their right to issue a stop work authority will not be tolerated by BrightView.

### 3.5.3 Follow-up

- All Stop Work Interventions shall be documented on the Pre-Job Briefing (Take 2) for lessons learned and corrective measures to be put into place.
- Stop Work reports shall be reviewed by supervision in order to measure participation, determine quality of interventions and follow-up, trend common issues, identify opportunities for improvement, and facilitate sharing or learning.
- It is the desired outcome of any Stop Work Intervention that the identified safety concern(s) have been addressed to the satisfaction of all involved persons prior to the resumption of work. Most issues can be adequately resolved in a timely manner at the job site, occasionally additional investigation and corrective actions may be required to identify and address root causes.

### 3.5.4 Training

Employees shall receive Stop Work Authority training before their initial assignment. This training will take place during New Hire Orientation and will be part of the Pre-Job Briefing (Take 2) training process. The training will be documented including the employee name, the dates of training and subject matter.

### 3.5.5 STOP WORK AUTHORITY POLICY STATEMENT

It is the Environmental, Health and Safety (EHS) Policy of BrightView to maintain a safe and secure work environment against any risk or exposure to personal harm, property damage or adverse effects to the environment.

As such, it is the duty and the right of every personnel employed and engaged by BrightView to exercise a “Stop Work” intervention whenever any employee, person(s) or group’s assets or local environment are at risk; or when there is a perceived risk to the life, health or safety of the individual(s) within the work environment.

The Management of BrightView is fully supportive of the decisions of an employee which is taken in the diligent execution of this Policy:

- ‘Stop Work’ shall be applied if any situation arises due to an unsafe action or behavior or omission or non-action of any party involved in the operation, and if such situation were permitted to continue, may potentially lead to the occurrence of an incident which may lead to personal injury or damage to BrightView asset.
- Any member of BrightView – irrespective of his/her position/seniority/discipline has the right and duty to apply the ‘Stop Work’ Policy, if in his/her opinion or judgment, such activity is deemed to be an unsafe or risky behavior.
- There shall be no blame or fault put on any employee calling for a ‘Stop Work’ order even if, upon investigation, the ‘Stop Work’ order was deemed unnecessary.

- The ‘Stop Work’ order must be applied in good faith.
- Timing is a critical factor. There should not be any delay in calling for a ‘Stop Work’ order if the need arises.

Work that has ceased due to a ‘Stop Work’ order shall not be resumed until all safety aspects are cleared to the satisfaction of the employee who initiated the ‘Stop Work’ order or to the satisfaction of the employee whose work activities necessitated the initiation of the ‘Stop Work’ order.

As with other BrightView Company Policies, accountability for non-compliance will follow established company procedures and processes.

Remember. **‘IF IT IS NOT SAFE. DON’T DO IT!’**

### 3.6 Sub-Contractor Safety

This section establishes BrightView guidelines for implementing its “Subcontractor Safety, Health and Environmental Policy”. The goal of this policy is to ensure that subcontractors provide services in a manner which follows appropriate industry standards and complies with applicable safety, health and environmental laws and regulations.

This section is not intended to require procedures, policies or requirements which would modify, alter or invalidate the “independent subcontractor” status, as that term is defined under the laws which govern the relationship between BrightView and its subcontractors.

#### 3.6.1 Scope

The kinds of subcontractor services which are provided to BrightView vary considerably. It is clear that one set of all-inclusive guidelines cannot be developed. Therefore, the performance guidelines outlined in this policy must be tailored to each operating environment. Considerations should be based primarily on the following:

- The hazards introduced to the work place as a result of the subcontractor’s services
- The hazards the subcontractor may encounter while performing work for BrightView
- The size of the firm
- The type of work to be performed
- The length of time the subcontractor will be on the site
- The sophistication of the subcontractor’s Safety management system
- The familiarity of the contract with BrightView operations and procedures
- The subcontractor’s ability to implement and adhere to the location’s site-specific rules, procedures and practices

The Subcontractor Safety and Health Program is not intended to control the manner in which Subcontractors accomplish specific job tasks, but rather to ensure that personnel, facilities and the communities surrounding BrightView operations are protected and that full compliance with all applicable regulations are met.

Subcontractors are required by the terms of their master services agreement with BrightView, to comply with the terms of the company’s health, safety and environmental programs, and to generally observe safe working practices.

#### 3.6.2 Site Specific Rules

The manager of each facility should assess the need to establish site-specific safety, health and environmental rules that all workers at a site, including Subcontractors, must follow. The manager or an appointed representative should provide Subcontractors with an orientation of hazards, which may be encountered during the course of their work and information on the subcontractor’s responsibilities in the event of an emergency.

Site-specific requirements are those that are specific to the facility or operating area, rather than, to the performance of the Subcontractor’s job. In preparation of site-specific rules, consideration should be given to the interrelationship between BrightView personnel and the employees of Subcontractors, the scope of work being performed, and the existence of industry and governmental standards or regulations.



Requirements should be given to potential Subcontractors at such times as pre-award meetings or other appropriate times before the contract has been signed or work begins.

### **3.6.3 Equipment**

Managers should require Subcontractors to furnish their employees with all equipment, tools, materials and personal protective equipment necessary to perform the job in an efficient, safe and healthful manner. In some instances that may not be practical, in which case the location may consider loaning the needed items. If a location does so, it should be sure that the items meet industry standards and are in proper condition when loaned. The location should require the Subcontractor to use and maintain the items properly and to conduct training when appropriate. The Subcontractor and the location should agree which equipment is to be loaned, the terms under which the equipment is being loaned, and the responsibility of the Subcontractor with respect to use and maintenance of the equipment.

### **3.6.4 Incident Notification**

Locations should require Subcontractors to notify management of any injuries and illnesses in accordance with the contract provision on accident reporting. This information will assist the location in determining which Subcontractors work safely or have safety problems, and compiling Subcontractor incident statistics. Subcontractor incidents should be reported in accordance with procedures outlined in the Incident Reporting and Investigation policy of this manual and copied to the Regional EHS Manager. Where possible, the Subcontractor should be required to fill out the Incident Reporting Form.

In addition to any independent incident analysis undertaken by the Subcontractor, BrightView Safety Department should analyze Subcontractor's occupational injuries, illnesses and "near misses". The department manager should request copies of any initial or supplemental accident reports prepared by the Subcontractor and forward them to the Regional EHS Manager.

### **3.6.5 Subcontractor Health, Safety and Environmental Policy**

BrightView strives to hire subcontractors who conduct their activities in a manner consistent with appropriate safety, health, and environmental considerations. Subcontractors working for BrightView, are and should, remain Subcontractors as to all work performed under the contract. The detail, manner, means and methods of performing said work should be under the control and direction of the subcontractor. The following are minimum requirements to be agreed to before or at the time of awarding a contract. Additionally, subcontractors should agree to take all additional precautions necessary or proper, under the circumstances, to prevent injury or death to persons or damage to property and/or the environment.

- Subcontractors will comply with all applicable safety, health, and environmental laws, rules and regulations at locations where services are performed for BrightView.
- Unless prior express contractual arrangements are made with BrightView, subcontractors will provide their employees with appropriate functional safety equipment and ensure that such equipment is used.
- Unless prior express contractual arrangements are made with BrightView, or statutory requirements dictate otherwise, subcontractors will provide their employees with appropriate safety, health, and/or environmental training as required by national, state, local or other applicable codes and regulations, or BrightView policies as specified in this exhibit.
- Subcontractors are required to notify the appropriate representative or designee of subcontractor's employee accident(s) resulting in reportable injuries, damage to BrightView or third party's property, or incident(s) with probable infractions of environmental protection laws, rules or regulations. Subcontractors are also required to furnish copies of regulatory, administrative, or statutory reports concerning environmental infractions or an accident, incident or occupational illness to the BrightView representative.
- Subcontractors are immediately required to inform BrightView of inspection(s) conducted or to be conducted by regulatory agencies and the results of said inspection(s) when working on a BrightView location.
- Subcontractors may be evaluated on their safety, health, and environmental performance. The assessment of

subcontractor performance may include an evaluation of its safety, health, and environmental record keeping, and if applicable, prior work experience with BrightView. This evaluation will be used as criteria in selection of subcontractors for future BrightView projects.

### 3.7 Working Alone

The Working Alone policy and procedures are intended to promote employee awareness and facilitate employee safety when they are working alone. BrightView will ensure that there are safety plans in place for those who work alone. BrightView will ensure, applying all reasonable measures, the protection of team members, customers/clients, and the public who are performing their duties or interacting in areas or under conditions where they are required to be on their own.

#### 3.7.1 Definitions

High Risk Activities: activities where the potential for the occurrence of accidents or injuries is deemed to be highly likely and where the severity of the injury or accident will bring serious consequences. High risk activities include the following:

- Working from heights, elevated beds, and aerial lifts
- Working in confined spaces (BrightView employees are not permitted to work alone in a confined space)
- Lockout / Tagout
- Working with hazardous substances or materials
- Working with material under high pressure
- Working where there is a possible threat of violence
- Working in isolation from first aid services or immediate/emergency assistance

Low Risk Activities: activities where the potential for the occurrence of accidents and injuries is deemed to be highly unlikely and where the severity of an accident or injury is generally thought not to have serious consequences.

Risk Assessment: individually and collectively, management and employees are required to assess the conditions or circumstances under which an employee may be working alone to determine the risks, the level of risk, and prevention measures required to reduce those identified risks to acceptable levels. A critical part of the risk assessment is the determination of emergency assistance procedures.

Working Alone: individuals are considered to be working alone when they are working by themselves in an office, vehicle, facility yard, customer/client field site, or any owned or leased by BrightView place where work is being conducted. Assistance, in the event of an injury, illness, or emergency, is not readily available to the individual.

Emergency Assistance: a means of communication to gain assistance in the event of an emergency involving an accident or serious injury, illness, or threat of violence.

After Hours: the period of time when “normal” weekday or shift operations cease.

#### 3.7.2 Responsibilities

In order for the Working Alone policy and procedures to be effective, they will be implemented with reason and diligence. To achieve this, respective responsibilities have been defined to ensure those who can positively impact on the potential risks of working alone are aware of their responsibilities and have the knowledge and skill to effectively implement working alone guidelines.

##### Management Responsibilities

- Identify risks or hazards associated with the work to be performed or the environment where the work is to be done.
- Conduct and document a Take 2 Pre-Job Assessment for each different (specific) type of work or work location that can be deemed to be a working alone situation.
- Communicate the results of the Take 2 Pre-Job Assessment to all affected workers and others conducting similar work.
- Provide written working alone procedures in their area of responsibility in order to eliminate or minimize identified risks.
- Develop effective methods of communication for those who require emergency assistance, depending on the specific work, location of the work, and nature of the work. (For example: cell phones, radio, and walkie/talkie). When electronic devices are not feasible, an effective contact system must be established (For example: check-in procedures

and periodic site visits requiring worker to check in after the completion of specific tasks). The length of time a worker may be out of contact with management (the frequency of regular communications) must be based on the result from the Take 2 Pre-Job Assessment.

- Document when working alone is permitted and/or prohibited and ensure this is effectively communicated to all employees.
- Schedule potentially hazardous work for times when other crew members will be on-site and available.
- Provide adequate staffing (for example: buddy system) for hazardous tasks performed at off-hours or remote locations.

#### Employee Responsibilities

- Participate in the working alone Take 2 Pre-Job Assessment decisions with the management.
- Follow safe work practices outlined in the Company Safety Rules – Code of Safe Conduct Manual.
- Maintain regular communication as directed by management.

### **3.7.3 Working Alone Prohibited**

There are certain situations where working alone will not be permitted. Working alone will be prohibited under the following circumstances:

- Confined space entry
- Power line hazard: use of a vehicle, crane, or similar equipment near a live power line where it is possible for any part of the equipment or its load to make contact with the live power line.
- View obstruction: a vehicle, crane, mobile equipment, or similar material handling equipment where the operator does not have full view of the intended path of travel.
- The use of fall arrest equipment and scaffolds.
- Quick-acting, acutely toxic material as described by the Safety Data Sheet (SDS).
- Use of supplied air respiratory equipment or self-contained breathing apparatus.
- Risk of drowning.
- Welding operation where a fire watch is required
- Tasks which, based on the Take 2 Pre-Job Assessment conducted by the management in consultation with the employee and EHS Team are deemed to require more than one person.

### **3.7.4 Communication**

The Working Alone procedure may include the following to ensure the most practical and effective means of communication:

- Portable or cell telephone
- Walkie-talkie
- Personal alarm or pager
- Buddy system
- Check-in system and requirement for updating an individual's status while working alone, or
- Any other method that may be considered most effective to the specific task or job requirement.
- Each working alone scenario will use these communication options, either singularly or in combination in the development of a site-specific working alone communication plan.

### **3.7.5 Check-In Procedure**

It is important to account for individuals who are working alone. Medium and high risk working alone activities will require that a check-in procedure be established. The following are factors to consider when developing a check in procedure:

- Determine who will be the main contact person and a backup individual. Ensure the designated contact person is willing to participate and knows the procedure if they are unable to contact you.
- Determine if a verbal check-in is adequate or must the employee be accounted for by a visual check.
- Define under what circumstances the lone employee will check in and how often. The frequency of the communication increases as the risk of the activity increases. The schedule must be determined and clearly communicated to the lone worker and to the contact person.
- Have the lone worker call the designated contact individual at the beginning and completion of the activity.
- Have the contact person call or visit the lone employee periodically to make sure everything is OK. You may wish to have a written log of contact.

- Develop an emergency action plan to be followed if contact with the lone worker is not achieved within a certain timeframe. Example:
- If the worker cannot be reached or does not respond within 15 minutes.
  - The designated contact person will arrange for face to face contact to be made with the employee by either driving to the customer/client jobsite.
  - Calling the customer/client jobsite property manager or main point of contact to have them immediately check on the situation.
  - Contacting 911 could be used if all other sources and options are not available.
  - A code word may be selected/used to identify or confirm that help is needed.

## **SECTION 4 – BrightView General Safety Procedures**

### **4.1 Branch Safety Leader Program**

To define a consistent BrightView Safety Leader Program structure that will be used across the enterprise. This role will help coordinate safety processes and communications within each branch, location, or business unit of operation. In order to continually improve safety performance and to help drive business results, the EH&S Department and Management will be continually evolving this role. The importance of this role to the business is to have an on-the-job leadership development opportunity for our high potential leaders.

#### **4.1.2 Rationale**

- Provide an on-the-job developmental opportunity for high potential leaders
- Ensure effective team member involvement in safety improvement efforts
- Facilitate continuous safety improvement , cost reduction and mitigation of liability
- Support the implementation and sustainability of a successful safety management system
- Provide a resource to support business growth with existing and new clients

#### **4.1.3 Structure**

- A Safety Leader(s) will be established at each branch, location, or business unit of operation.
- The following criteria should be considered when selecting the number of BSLs for each branch:
  - Up to 160,000 hours = 1 BSL
  - Up to 240,000 hours = 2 BSLs
  - Greater than 240,000 hours = 3 BSLs
- The overall process and strategy will be sponsored by the President and Regional SVPs
- The branch Safety Leader(s) will be sponsored by the VPGM of each market.
- A sponsoring VPGM will be identified and selected in each region or business unit to serve as a mentor and coach for the Branch Safety Leaders in the region
- The VPGM Program sponsor will be rotated annually to enable engagement of peer VPGMs
- The program will be supported by the VPs of Human Resources, EHS, and Risk Team
- Branches are responsible for budgeting each year for the Branch Safety Leader(s), according to the set of criteria above.

#### **4.1.4 Roles and Responsibilities**

The Safety Leader(s) will support, facilitate and coordinate core safety processes at a branch, location, or business unit of operation and is a collateral duty role. The Safety Leader(s) are able to allocate some of their time to safety-related responsibilities including periodically traveling to off-site meetings and trainings.

#### **Work closely with leadership to maintain a positive safety culture in the branch, including;**

- An understanding from all managers, crews, and office personnel that safety is a core value at BrightView and that a strong safety culture is a fundamental building block of business success
- A culture of rewarding success as well as disciplining violations of policy
- A culture where every employee is empowered to stop a task if conditions are unsafe
- Coach branch leadership regarding key behaviors that demonstrate a visible commitment to safety improvement
- Participation in Brand training to ensure a full understanding of our leadership commitment to ‘Take Care, Take Pride’
- Act as a safety resource to the Branch Manager and VP/GM

- Ensure safety training and certification is conducted consistently at a high quality level, including the daily stretch, weekly
- Tailgates, new employee training and equipment/drivers' certification processes. Ensure training is well documented including weekly tailgate meetings
- Ensure no employee is asked to work with equipment that is unsafe or on which they have not been certified
- Coordinate with Regional EHS Manager to schedule and execute required training events (e.g. competent person, fall protection, OSHA 10, First Aid/CPR, smith system driver, etc.)
- Participate in training and development activities provided by EHS Team
- Interface with Region EHS Manager to obtain technical assistance and to communicate safety needs of the branch to the Corporate EHS Director Maintenance Services.
- Analyze incident trends and support management with development of corrective actions
- Participate on a monthly meeting/call to review any serious incident(s) to ensure basic causes have been found and appropriate corrective actions have been implemented across the business and to review performance against Regional objectives
- Ensure the branch receives safety communications from the VP/GM, Region EHS Manager, Corporate EHS Director Maintenance Services, and others and act as a conduit to facilitate communication from team members to the BM and VP/GM. Maintain the branch safety bulletin board
- Recommend recognition and discipline as appropriate to the Branch Manager to ensure all Company safety policies are enforced in the branch
- Enter and/or ensure incidents are kept current in the enterprise risk management information system (Risk Console)
- Notify the Regional EHS Manager of each serious incident (any time there is an auto incident, or emergency services have been called, or there is a hospitalization, or there is an injury to a non-employee) immediately after it occurs.
- Investigate each incident to ensure the root cause has been found and reported on the weekly safety call (where appropriate). Ensure root causes are communicated clearly too all branch personnel and appropriate action taken to eliminate the root cause and possibility of a repeat incident. Document worker's compensation and at-fault auto incident investigations and submit incident investigation form to Corporate EHS and Risk Management.
- Perform Quality Assurance/Quality Control oversight to ensure OSHA log is accurate and posted at the branch as required

#### **4.1.5 Selection Criteria**

- Production Manager / Account Manager or above - preferable to have field experience and knowledge of field operations
- Must be considered a "high potential" team member.
- Must have demonstrated organizational, facilitation, project management and problem solving skills and an ability to influence others without formal authority
- Handle conflict diplomatically
- Ability to lead employees by example, utilizing a coaching and mentoring style
- Ability to communicate effectively and deliver group presentations
- Read/write English and be detail-oriented
- At least basic proficiency with Microsoft Office software
- Previous safety experience is not required
- Branch Managers are not permitted to hold the position of the Branch Safety Leader role.

#### **4.1.6 Incentive Plan**

Each Safety Leader(s) will be eligible for a bonus based on achievement of branch loss improvement plan goals and performance against Safety Leader Responsibilities. The bonus will be based 100% on achievement of key actions/objectives. There is an additional \$500.00 dollar Branch Performance Bonus available upon achievement of branch loss reduction goals (i.e. reduction in Total Recordable Incident Rate TRIR).

Each year a Safety Leader(s) incentive plan will be developed by the Executive Safety Steering Committee during the annual loss improvement planning process. The incentive plan will be approved by Regional Senior Vice Presidents. Input into the Branch Safety Leader(s) incentive plan design will be provided by Corporate Director of EHS as requested. The plan will include objectives against key responsibilities and metrics to measure whether the objectives were met. Key

objectives and metrics will be established for the Safety Leader(s) responsibilities.

Target Bonus will consist of:

- Part 1 (100% based on % achievement of key actions/objectives)
- Part 2 (Branch Performance Bonus on Region meeting the overall loss reduction goal)

The Executive Leadership Team determines the target bonus amount for the Safety Leader. It is anticipated that bonus potential will be in the \$3,000 - \$3,500 per year range.

The objectives on which the Safety Leader bonus is based should be specific, measurable, achievable, realistic and timely (S.M.A.R.T.)

The high level administration process will be the following:

- Branch Manager, VPGM, and Regional EHS Manager will complete the assessment on achievement of key objectives at mid-year and end of year
- Assessment results reviewed/approved by Branch Manager and VP/GM
- Safety Leader(s) performance feedback will be provided by Region EHS Manager and Corporate EHS Director Maintenance Services when requested to help normalize performance across the enterprise/Region.
- Recommendations for bonus payout will be made to Regional VP of Finance by VPGM, HRVP, Regional EHS Manager and Corporate EHS Director Maintenance Services.
- Bonus payout recommendations will be made to Benefits and will be paid as part of the Management Incentive Bonus Program each year in March during the annual bonus payout

#### **4.1.7 Branch Safety Leader is removed from the position or leaves the organization:**

- The BSL bonus would be prorated for the amount of time that was spent in the position during current year, and the objectives that were completed during that time.
- Would refer to the Management Incentive Bonus Program for guidance

The Safety Leader Incentive Plan will be budgeted at the branch level annually in the future. Budget should include incentive pay as well as funding to support travel and training expenses.

## **4.2 Dispatch – Gate Check**

The Gate Check procedure for BrightView provides a systematic approach to a morning dispatch of trucks/trailers prior to leaving the yard. This procedure will assist in identifying deficiencies in trucks and trailers that could cause harm to our employees and/or the general public. Implementation of this procedure is intended to prevent and/or mitigate incidents and meet DOT requirements.

### **4.2.1 Protocol**

A successful and efficient gate check begins with an effective daily vehicle inspection completed by the driver, prior to approaching the gate (see Daily Vehicle Inspection SOP). All field operation trucks and truck/trailers combinations shall complete a gate check prior to leaving the yard each morning. This includes but not limited to utility carts and tractors that are leaving yard under their own power and production manager vehicles with open truck beds.

### **4.2.2 Procedure / Responsibilities**

- Each branch shall identify a flow pattern to ensure vehicles are being checked and dispatched in a safe and organized manner.
- It is recommended that a Personal Protective Equipment (PPE) tool box shall be available with extra safety vests, gloves, safety glasses and ear plugs.
- Vehicles with deficiencies must be pulled out of the way for corrective measures so as not to slow other teams leaving the yard. Deficiencies must be corrected before leaving the yard.
- Driver must ensure vehicle and trailer are in proper working order, all items secured, cooler filled with fresh cool water and DVIR completed (if applicable) before entering queue for gate inspection.
- To ensure the safety of our team members while conducting an inspection, a gate check team will comprise of a one

(1) Gate Check Leader and minimum one (1) Gate Check Inspector. Small satellite yards where only one manager is available, the manager may enlist the assistance of a crew leader or crew member.

*Gate Check Leader:*

Stands at driver window and is the only person that can direct driver to proceed

- Daily, confirm driver is an authorized BrightView driver
- Minimum once per week, check that driver has a current driver's license and DOT medical card (if applicable)
- Minimum once per week, verify vehicle annual DOT/State inspections are compliant
- Ask driver and passengers "Is all of your equipment safe and operational?"
- Insure all passengers are wearing seatbelts
- Insure all passengers have proper and functional PPE for the day's tasks
- Inspect overall cleanliness of truck cab, including floorboards and dashboard.
- Have driver test the horn
- Collect previous day's DVIR (if applicable)
- Remind team members to report all injuries immediately
- Daily, thank team members for working hard and taking care of our clients
- Provide any other words of encouragement to the team members
- Ask "What can I do for you?"
- If necessary, direct driver to pull to the side or return to the shop area to correct any deficiencies
- Direct the driver to proceed once given the "all clear" from the Gate Check Inspectors

*Gate Check Inspector:*

Inspector starts at front of truck across from Gate Check Leader and walks from front to back, across the back and resumes walking toward the front to the Gate Check Leader.

- Are all lights working? (including all marker lights)
- Is trailer properly secured to truck?
  - Chains properly crossed
  - Chains not dragging the ground
  - Pintle hitch bolts in good condition
  - Proper safety pin locked in place
- Is the breakaway cable for the trailer brakes properly connected to the truck and not to the chain?
- Breakaway cable and light connections are not tied, twisted or frayed
- Trailer break-away cable should be pulled during gate-check at minimum of one time per week to check proper trailer brake operations and to verify electric brake battery is functioning
- Do all tires appear safe for the day's operations?
  - No visual damage
  - Low air pressure
  - Tread depth (minimum 4/32, spot check with a tread depth gage)
  - Lug nuts in place and free from corrosion
- Ensure items (tools, coolers, fuel cans, mowers, etc.) in truck beds and open trailers secured with tie downs?
- Observe truck/trailer for recent damage
- Ensure truck beds and open trailers clean of debris
- Verify vehicles license plate are current and secured
- Verify minimum number of cones available (3 for truck or 5 for truck/trailer combo).
- Verify water cooler filled with fresh cool water. Minimum 2 gallons per team member.
- Verify disposable cups are available
- Report deficiencies to Gate Check Leader and Driver
- Notifies Gate Check Leader when clear of vehicle by stating "all clear!"

### **4.3 DVIR – Driver Vehicle Inspection Report**

The Fleet Inspection procedure for BrightView provides a systematic approach to conducting and inspections of trucks and trailers to ensure equipment is road worthy and compliant with all BrightView policies and any and all regulatory agencies. This procedure will assist in identifying deficiencies in trucks and trailers that could cause harm to our employees and/or



the general public. Implementation of this procedure is intended to prevent and/or mitigate incidents and meet the Department of Transportation (DOT) USDOT#396.11 requirements where applicable.

#### **4.3.1 Protocol**

All field operation trucks and truck/trailer combinations shall complete a truck/trailer inspection to include a pre-trip, en-route and a written post-trip inspection. Any roadside inspection must be reported timely to appropriate branch and regional leadership. No truck and/or trailer with known defects will leave the yard or placed in service until required repairs are completed.

#### **4.3.2 Procedures / Responsibilities**

##### Branch Manager

- Must ensure that all required procedures are followed as indicated in this Fleet Inspection procedure.
- Work with the REM to develop and implement a control system that utilized approved service facilities and/or internal BrightView mechanics. This system must ensure that all inspections, maintenance and repair requirements are met.
- The Branch Manager will identify and assign a branch leadership member as the Branch Fleet Manager.
- Forbids the operation of an out-of-service vehicle until the required repairs are completed.

##### Branch Fleet Manager (or designee)

- Must ensure that all required procedures are followed as indicated in this Fleet Inspection procedure.
- Follows the BrightView driver qualification process and ensures team members are properly qualified before allowing any team member to drive a BrightView vehicle.
- Trains all drivers on Federal DOT requirements and BrightView procedures.
- Ensures trucks and trailers meet current State and/or Federal regulations before entering the roadway. This includes vehicle registrations, permits, insurance and required state inspections.
- Notifies the REM within 24 hours or next business day after a DOT violation has occurred and remedies to correct. Forbids the operation of an out-of-service vehicle until the required repairs are completed.
- Ensures all paperwork is correctly documented and retained.

#### **4.3.3 Regular Roadside Inspection**

##### Drivers

- In the event of a roadside inspection, the driver will communicate with the inspector in English. Driver must present inspection report to the Crew Leader/Supervisor and Branch Fleet Manager or his/her designee immediately, but no later than end-of-day.
- If the vehicle is placed out-of-service during a roadside inspection, the driver must notify his/her Crew Leader/Supervisor immediately. BrightView strictly forbids the operation of an out-of-service vehicle until the required repairs are completed.

##### Branch Fleet Manager

- Will notify the Branch Manager and the REM of the roadside inspection and any violations within 24 hours or next business day.

##### REM

- Will notify the Director of Operations and Regional EHS Manager within 48 hours.

#### **4.3.4 Required Records and Retention Period**

- White copy of the DVIR is to be given to the Branch Fleet Manager or his/her designee, kept on file for 90 days and available upon request. If no defects are noted on the DVIR, the DVIR will be filed in a monthly DVIR folder. If defects are noted, the copy is given to the mechanic who will review and sign upon repair or deficiency and return to the Branch Fleet Manager or his/her designee. Branch Fleet Manager or his/her designee will then return white copy to driver for review and signature that repairs have been made.
- Yellow copy of DVIR is to remain in the vehicle and available upon request. Yellow copy may be discarded after 90 days.

- DOT annual inspection reports must be maintained in the appropriate vehicle file for a minimum of 14 months. All previous DOT annual inspections are recommended to be retained in file.

#### 4.4 Incident Investigation and RCA Process

The Root Cause Analysis Procedure for BrightView provides a systematic approach to conducting a root cause analysis. This procedure will assist in determining the initiating event(s), contributing factor(s) and root cause(s). Implementation of this procedure is intended to prevent and/or mitigate similar incidents in the future.

A root cause analysis shall be completed when there is an incident which resulted in medical treatment beyond first aid, lost time, or restricted duty and/or property damage.

A root cause analysis shall be completed for a near miss that could have resulted in a serious physical injury.

##### 4.4.1 Procedures / Responsibilities

- It is the responsibility of all team members to report all incidents/injuries immediately to their immediate supervisor, no matter how minor the incident/injury may be perceived.
- The Branch Manager or Branch Safety Leader is responsible for ensuring that all incidents are properly evaluated utilizing the Root Cause Analysis Form (attached).
- The Branch Manager or Branch Safety Leader is responsible for conducting the incident investigation within 24 hours of the occurrence.
- The Branch Manager or Branch Safety Leader is responsible for submitting the completed Root Cause Analysis Form to their responsible Regional EHS Manager within 72 hours of the occurrence. Additional time to complete the Root Cause Analysis Form may be approved by the Regional EHS Manager.
- A copy of the completed Root Cause Analysis Form shall be filed in the affected team member's personnel file. The responsible Regional EHS Manager may request a meeting to discuss the incident with key leadership team members.
- The completed Root Cause Analysis shall be communicated to all team members for learning opportunities.
- If the incident is noted as serious in nature or a life threatening situation, the EHS Department may lead the root cause analysis process, at the discretion of the EHS Department, and issue additional safety communications to the organization.

##### 4.4.2 Root Cause 5 Why Method

"The Five Whys" is a simple problem-solving technique that helps to get to the root of a problem quickly. This process involves looking at any problem and drilling down by asking:

*"Why?" or "What caused this problem?"*

While you want clear and concise answers, you want to avoid answers that are too simple and overlook the important details. Typically, the answer to the first "why" should prompt another "why" and the answer to the second "why" will prompt another and so on; hence the name "The Five Whys". This technique can help you to quickly determine the root cause of a problem. It's simple, and easy to learn and apply.

##### Directions

The team conducting this root cause analysis does the following:

- Develops the problem statement. (Why did this happen?) Be clear and specific.

- The team facilitator asks why the problem happened and records the team response. To determine if the response is the root cause of the problem, the facilitator asks the team to consider “If the most recent response were corrected, is it likely the problem would recur?” If the answer is yes, it is likely this is a contributing factor, not a root cause.
- If the answer provided is a contributing factor to the problem, the team keeps asking “Why?” until there is agreement from the team that the root cause has been identified.
- It often takes three to five whys, but it can take more than five! So keep going until the team agrees the root cause has been identified.
- Include people with personal knowledge of the processes and systems involved in the problem being discussed to assist in the process.
- Share root cause with team and Corporate EHS Director for education and to prevent recurrence.

## 4.5 Management Safety Observations

Implementation of BrightView’s Management Safety Observation Program is intended to do the following:

- Provide positive reinforcement / feedback for safe behaviors observed
- Identify error-likely conditions for corrective actions
- Collect meaningful data for analysis that identifies institutional weaknesses in work management systems

A successful program will raise awareness around workplace hazards, build trust between leadership and their teams, reduce exposure to hazardous conditions and identify areas of improvement in the Company’s overall Safety Management System (SMS).

Branch leadership shall be responsible for conducting safety observations for all crews on a regular basis. Completed observations shall be reviewed to identify unsafe condition or acts and reoccurring trends among multiple crews within a branch. Based on data collected, branches shall provide feedback and coaching. Corrective measures shall be implemented to prevent repeat occurrences.

### 4.5.1 Conducting an Observation

Each Production Manager shall be required to conduct one safety observation each week for a crew and each crew must be observed a minimum of one time per month. Each Account Manager shall be required to conduct a minimum of one safety observation each month. Each BM, AM and BSL are encouraged to conduct random observations whenever possible.

Individuals conducting a safety observation shall take an electronic or printed version of the “Five Critical Behavior Inventory” to the jobsite for reference during the observation performance.

To start the observation, first let the team members know that an observation is being conducted. All questions shall be answered, and the team shall be informed that feedback will be given once the observation has been completed.

During the observation focus should be placed on:

- The work practices the team member is performing whether it is including established company/industry “best practices” for safety and production efficiency
- The work behavior displayed in the conduct of the task –Is it a safe or unsafe behavior based on BV safety policy/rules and human - job task interaction
- The Five Critical Behaviors which have been identified as having highest risk reduction ability when followed consistently. If any of the following applicable behaviors are not being conducted correction and documentation shall be performed on site:
  - Lifting and Lowering
  - Eyes on Path
  - Eyes on Task / Eyes on Hands

- Pinch Points
- 3 Points of Contact

# Critical Behavior Inventory

**Safe**

**“At Risk”**

		<p style="text-align: center;"><b>Lifting and Lowering</b></p> <ul style="list-style-type: none"> <li>• Does team member lift with legs and keep back straight?</li> <li>• Is lifting or lowering done in a smooth motion without twisting at the waist?</li> <li>• Is the load held close to the body?</li> <li>• Is the team member bending at the knees?</li> <li>• Can he/she handle the load alone (&lt; 50 lbs)?</li> </ul>
		<p style="text-align: center;"><b>Eyes on Path</b></p> <ul style="list-style-type: none"> <li>• Does team member look in the direction they are moving, walking or operating mobile equipment?</li> <li>• Does team member look for hazards in the path below, above and to the sides?</li> <li>• Does team member clear obstructions out of the way, move or walk around them?</li> </ul>
		<p style="text-align: center;"><b>Eyes on Task / Eyes on Hands</b></p> <ul style="list-style-type: none"> <li>• Does team member keep his/her eyes on the work being performed?</li> <li>• Does he/she stop work if co-worker asks a question which requires the worker to look away from the task?</li> </ul>
		<p style="text-align: center;"><b>Pinch Points</b></p> <ul style="list-style-type: none"> <li>• Does team member keep body parts from area between moving or stationary parts that are closing or could close together? (Primarily fingers in tight clearances.)</li> </ul>
		<p style="text-align: center;"><b>3 Points of Contact</b></p> <ul style="list-style-type: none"> <li>• Does team member always keep three points of contact with the ground or the equipment until he/she is stable on the equipment or on the ground? 3-points of contact is always having one foot and two hands or one hand and two feet in contact with a handle, ladder or piece of the equipment.</li> </ul>

Individuals completing a safety observation shall document all findings on the Management Safety Observation Form found within the Pronto Forms app.

The observing individual shall answer all questions, identify what steps were taken to correct an unsafe condition or act and provide photos of the condition or act whenever possible.

Unsafe conditions or acts shall be corrected immediately upon observation.

Upon completion of the observation, feedback shall be provided to the team members involved.

#### 4.5.2 Completed Observations

After reviewing the completed observation and making necessary edits, the observation must be submitted and then distributed to the BM and BSL for review. Negative findings such as unsafe trends, failed procedures and lack of training shall be addressed by branch leadership.

Field team members shall be informed of observation results, trained when corrective measures are implemented and retrained on an as-needed basis

Information collected with the observations shall be stored in a data base and used to identify unsafe trends within the organization.

#### 4.5.3 Providing Feedback

Feedback shall be provided in a positive manner. Team members shall not be made to feel threatened when receiving feedback.

Conversations shall begin with positive recognition. Safe work behaviors observed shall be communicated first. If identified, at-risk behaviors shall then be discussed and coaching provided around options for avoiding future occurrences.

The preferred approach when doing so is to express concern for how an act was conducted rather than stating an individual was committing an unsafe act.

Attempts shall be made to create a feeling of trust between leadership and field personnel by engaging in conversation around both safe work behavior observed and options for improving team member safety.

Provide encouragement to the team members to make safety personal for the contribution toward the desired self-motivation of the team member to perform safe work behaviors, best work practices/procedures and BV safety policy.

## 4.6 Reward and Recognition

The purpose of this plan is to establish a consistent framework across the enterprise for recognizing and rewarding our team members who exhibit exemplary, proactive, or safe behaviors as we work towards our vision of creating a workplace where *No One Gets Hurt*. This core process establishes guidelines and minimum expectations but may be adjusted at the discretion of the Branch Manager, Superintendent, VPGM, or SVP to meet business needs.

### 4.6.1 Objectives

- Reinforce our Brand Promise – Take Care, Take Pride
- Make safety personal for our team members and build engagement and morale
- Provide a common process and tools to facilitate a consistent and scalable approach
- Create a balance between recognition of milestone results and the desired behaviors that contribute to injury prevention.
- Recognize BrightView Leaders who are role models and who are making significant contributions toward the creation of a culture that values the protection of our people and assets.



## 4.6.2 Criteria for Recognition

### A. Salaried Management

A BrightView Safety Excellence Award will be established to recognize individuals and teams that have made noteworthy contributions to BrightView's safety program and culture. The President of each division will present award(s) annually to an individual or team within their organization.

#### Criteria

Nominations should be for truly outstanding and innovative leadership that is beyond the expectation of normal job function and requirements. Leadership performance should exemplify one or more of the following characteristics:

- Innovation or solution that reduces hazard exposure, reduces incidents, results in cost savings, and/or drives safety results.
- Solutions that have potential to be scaled beyond an individual branch, market, or region.
- Best overall safety performance at Region and Market level and/or most improved year over year.  
External recognition of safety performance from regulatory agencies, industry and trade associations or key clients.
- Consistent modeling of one or more of the BrightView leadership behaviors that contribute to creating an actively caring culture; Instills Trust, Drives Engagement, Values Differences, Ensures Accountability, Focuses on Client, Builds Effective Teams.
- Leaders who have acted in a lifesaving role for another person.

#### Eligibility

- Eligibility for BrightView Safety Excellence Awards will be for all salaried management and may include support functions.
- Nominations are based on achievements accomplished during the previous calendar year.
- Final selections will be determined by the Executive Safety and Risk Steering Team on an annual basis.
- The nomination period will be from May 1<sup>st</sup> through June 30<sup>th</sup> each year.
- Written guidance and selection forms will be provided that details the process.

#### Awards

- An award trophy or plaque and a bonus check will be given annually to the individual or team being recognized.
- Awards will be presented at annual meetings or another appropriate forum as determined by the Division President.
- If no submittal meets the criteria, no award will be given.

#### ○ Hourly Associates

A reward and recognition program will be established for hourly associates and field operations teams based on recognition of injury free milestones and exhibiting safe behaviors in the performance of daily job duties. Behavioral psychology research and behavior based safety programs indicate that providing soon, certain, and positive feedback and reinforcement after a specific behavior is observed is the best way to create organizational norms and engrain desired behaviors as habits over the long term.

#### Criteria

Rewards covered under this process shall be tied exclusively to environmental health and safety performance and/or hazard and near miss identification. Rewards shall be independent of any other job performance, quality, efficiency, or longevity achievements.

#### Eligibility

Team members may be recognized and rewarded for any of the following:

- Team members observed performing desired behaviors in an exemplary way. A Critical Behavior Inventory (CBI) will be updated annually or more frequently if required as a tool to focus safety recognition on the select few behaviors that are critical to injury prevention across BrightView.
- Team members observed coaching, correcting or giving feedback to a fellow employee related to safety interdependence (peer to peer interaction).

- Employees who take the initiative to go above and beyond minimum expectations to reduce exposure to an injury, or enhance the safety of equipment, tools or existing processes.
- Hazard or near miss recognition that is brought to the attention of Branch Leadership.
- Acts related to community environmental, health and safety matters such as aiding a member of the public; Acting in a lifesaving role for another person.
- Client commendation / recognition.

#### Awards

- Employees will be thanked and recognized on-the-spot or as soon after the desired behavior or action was observed or identified.
- Branch leadership should use a standard mechanism (Thank You Note, BrightView Bucks, etc.) to reinforce and document the on-the-spot employee recognition which will qualify the receiving employee to be eligible for a monthly drawing to be conducted as part of morning Stretch and Flex in the presence of the entire team.
- Each branch will conduct a drawing or equally fair selection method at the beginning of each month to tangibly reward employees who were observed exhibiting safe behaviors the previous month or who have qualified for recognition through other eligible actions.
- Awards may be in the form of gift cards, gift certificates or other tangible prizes meeting the required expenditure value.
- In addition to the monthly process, branches are also encouraged to recognize a safe team member of the year on an annual basis for performance for the previous year as part of the behavior based recognition program. Recognition would be in the form of gift card, gift certificate or other tangible prize

#### ○ Results / Milestone Based Process

##### Criteria

The Environmental Health and Safety Department shall be responsible for tracking safety milestones and awarding recognition banners upon achievement of 1, 2, 3 or more years of OSHA Recordable injury free performance. Banner award calculations are based upon increments of 365 consecutive days, not calendar years.

##### Eligibility

Branches that operate without experiencing an OSHA Recordable injury for sustained periods of time will be formally recognized by the organization.

##### Awards

- Safety achievement banners will be awarded to every Branch team when they achieve an annual injury free milestone.
- It is recommended that the awarding of the banner be done as part of a team celebration breakfast or lunch and that a photo is taken of the entire team to be shared throughout the organization.
- While highly recommended to build positive momentum around safety, it is up to the discretion of the Branch Manager to also recognize teams who achieve injury free milestones of less than one year (i.e. 3, 6, 9 months) through team meetings, morning huddles or other events.

##### Safe Branch of the Year:

The Environmental Health and Safety Department shall be responsible for tracking and identifying, on an annual basis, the top performing Branch operation from each Division ( Landscape Services, Tree Care Services, Landscape Development, Tree Company /Nursery, and Golf Course) based upon the lowest Total Recordable Incident Rate coupled with the highest amount of labor hours worked during the previous year.

##### Safe Market of the Year:

The Environmental Health and Safety Department shall be responsible for tracking and identifying, on an annual basis, the top performing Market from each Division (Landscape Services, Tree Care, Development, Tree Company, and Golf) based upon the lowest Total Recordable Incident Rate coupled with the highest amount of labor hours worked during the previous year.



**Safe Region of the Year:**

The Environmental Health and Safety Department shall be responsible for tracking and identifying, on an annual basis, the top performing Region from each Division (Landscape Services, Tree Care, Development, Tree Company, and Golf) based upon the lowest Total Recordable Incident Rate coupled with the highest amount of labor hours worked during the previous year.

**Awards:**

Each Branch, Market, and Region of the Year will receive a plaque or trophy marking the achievement at a national or local meeting. A celebration event and meal will be hosted by the EH&S Department and shall take place in the 1<sup>st</sup> quarter of each calendar year.

**4.7 Stretch and Flex / Tailgate Talk**

The Stretch and Flex procedure for BrightView provides a systematic approach to conducting stretch and flex activities, discussing potential public and jobsite hazards and completing an effective weekly tailgate meeting. This procedure will assist in creating a consistent and effective guideline around stretching activities prior to dispatch; identifying hazards in which crews may be exposed to; and outlining steps for conducting an engaging and effective weekly tailgate meeting. Implementation of this procedure is intended to prevent and / or mitigate incidents and meet OSHA and Company standards.

All field operation team members and branch leadership are to participate in a group stretch and flex activity each morning prior to dispatch. In addition to the stretch and flex activity, the same individuals shall participate in a weekly safety tailgate meeting on either Monday or Tuesday of each week.

**4.7.1 Procedure / Responsibilities**

The daily stretch and flex program is an important part of BrightView's safety processes. It is beneficial in preventing soft-tissue injuries, an ideal time for discussing potential hazards and for rewarding team members who exemplify safe behaviors. A successful stretch and flex program will help create a positive safety culture through consistency and team member engagement. The program should be supported by branch leadership and active participation expected at all levels.

All team members, regardless of their position, shall participate in stretch and flex. Team members shall not conduct other tasks; engage in phone conversations, etc. during stretch and flex.

The morning stretch and flex shall be the first activity the branch engages in each morning. Hourly team members shall not engage in work activities prior to completing stretch and flex.

Required Personal Protective Equipment (PPE) during stretch and flex shall consist of a safety vest, safety glasses and safety-toe boots.

Branch leadership shall demonstrate the proper execution of each stretching exercise and shall correct improper stretching techniques when observed. Examples of Company approved stretching exercises can be found below in Appendix A – Stretch and Flex Guide. Refresher training shall be provided on an as-needed basis.

When conducting stretches, branch personnel shall be organized in an orderly fashion in an open, spacious area where all team members can be observed.

Stretch and flex should be led by an energetic leader familiar with the Company required stretches. The branches have the option of rotating different leaders at their discretion.

There shall be a total of eight stretches used every morning, and each stretch will be held for a minimum of 10 seconds. As a group, team members shall count from 1 to 10 out loud during each exercise.

The stretch and flex exercises shall be conducted in a positive, engaging manner where participation is expected, and team members understand the purpose and benefits of the program.

After the stretch and flex exercises, management should huddle with the team to discuss a daily safety message. The purpose of the huddle should not only be to discuss safety, management should use this opportunity to celebrate accomplishments of team members such as work anniversaries, birthday, and baby announcements.

#### **4.7.2 Safety Message**

As part of the overall stretch and flex process, branch leadership is encouraged to share a daily safety message with their teams. There are multiple topics and/or activities that will help in doing so. These include but are not limited to:

- Identify the number of days the branch has worked without an OSHA recordable (shall be updated on the safety bulletin board and communicated daily)
- Recognize and reward team members or crews who exemplify safe behaviors
- Discuss possible hazards that may be encountered i.e. rain, high heat, an increase in school traffic, etc.
- Discuss and learn from incidents that occurred at the branch or within the Company
- Share Safety Alerts and/or Safety Stand-downs
- Encourage team members to share a safety moment or observation they recently made
- Review the week's tailgate topic by asking random questions to the group

#### **4.7.3 Weekly Tailgate Meeting**

Each week all team members shall attend a weekly tailgate meeting lead by branch leadership. The individual leading the meeting shall have good speaking skills and shall present in a language that all team members can understand.

Team members shall have the opportunity to ask questions at any time during or after the meeting.

Weekly tailgate meetings shall be conducted as close to the beginning of the week as possible, preferably on Monday morning but no later than Tuesday morning.

Tailgate topics will be on the Intranet weekly and are to be printed by the branches for distribution. Generally, branches shall use the topic provided; however, branches have the opportunity to substitute tailgates that may not apply to their market, e.g. topics relating to snow removal would not apply to an evergreen market and may be replaced with a more pertinent topic.

Tailgate meetings shall be documented on BrightView's *Weekly Safety Tailgate Meeting Sign-in* form. All team members shall sign the document verifying they attended and understood that week's tailgate meeting. The branch should auto populate the form for signatures with the current employee roster.

For team members who were unable to attend a meeting, the branches shall follow-up with that individual, share the topic and have them sign documenting they received it.

In addition, all team members shall note on the form if they were 'Involved In' or 'Witnessed' an incident that week by writing "yes" or "no" on the sign-in document.

After each week's tailgate meetings have been conducted, the Branch Safety Leader (BSL) will be responsible for ensuring all team members attended and were accounted for; ensuring that all documentation has been correctly completed; and that all documents are filed in an organized manner for easy retrieval if necessary. Tailgate meetings shall be kept on file for a minimum of three years.

#### 4.7.4 Stretch and Flex Guidelines

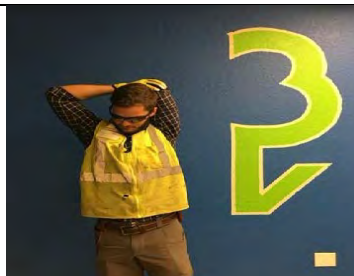
##### Neck Stretch

- Tilt head sideways without twisting the neck
- Using your hand gently push head toward shoulder
- Do not pull head, use weight of arm alone until you feel a stretch in the neck muscles
- Extend other arm for balance
- Hold to a count of 10 and then switch sides



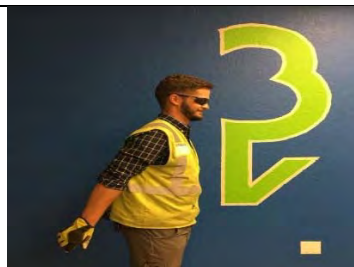
##### Tricep Stretch

- Lift your arm behind your head and bend at the elbow
- Using your other hand, gently pull your elbow inwards towards your other arm
- Hold to a count of 10 and then switch sides



##### Bicep Stretch

- Gently pull both arms straight back behind you
- Feel the stretch in your biceps
- Hold to a count of 10



##### Straight Arm Push

- Interlace fingers, push palms out in front of you, straightening arms
- Feel the stretch in arms and through upper part of back, between shoulder blades
- Hold to a count of 10



##### Shoulder Stretch

- Stand and place left hand on right elbow
- With left hand, pull right elbow across chest toward left shoulder and hold
- Hold to a count of 10 and repeat with the other arm



##### Posterior Deltoid Stretch

- Stand and link your hands together above your head
- Push your elbows towards each other to feel the stretch in your deltoids
- Hold to a count of 10



**Arm/Wrist Stretch**

- Extend one arm forward keeping the elbow straight.
- Bend the wrist upward, and use the other hand to gently pull fingers back toward you, stretching the muscles in the bottom of your forearm and wrist.
- Release and bend the same wrist downward, gently pulling it down and toward you.
- Count to 10 and do the same with the other hand.

**Hip Flexor Stretch**

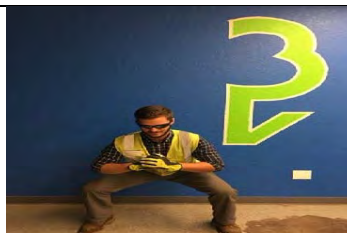
- Lunge forward with one leg
- Tuck your bottom under and keep your back straight
- Feel the stretch in your hips
- Hold to a count of 10 and then switch legs

**Lower Back Stretch**

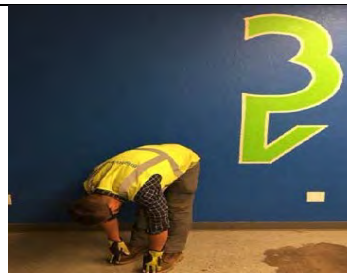
- Stand upright with your feet shoulder width apart.
- Place hands behind your back and push your back out gently.
- Don't over extend yourself backward. Just stretch until you feel the back and stomach muscles stretching.
- Hold to a count of 10.

**Squats**

- Hold hands together in front of you for stability
- Bend your knees (keep them in line over your feet) and drop your bottom while keeping your back straight
- Stand back up
- Do this 10 times

**Back Stretch**

- Stand up straight, with feet hip-distance apart and having soft bend in your knees.
- Bend at the waist and extend arms downward and touch the top of your boots.
- Do not bounce and go to the point of feeling the stretch in the back and hamstring.
- Hold to a count of 10.

**Side Stretch**

- Hold your arms together above your head
- Lean to the side and feel the stretch along the side of your body
- Do this 10 times and then switch sides

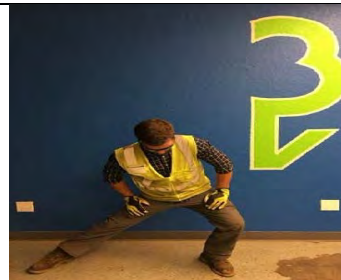


**Ankle Stretch**

- Stand on your left foot elevate your right foot slightly.
- Rotate your foot in circles to stretch out your ankles. If balance is an issue, leave your toes on the ground while rotating ankle.
- Repeat rotations to a count of 10 and then switch sides.

**Groin Stretch**

- Stand with feet pointed straight ahead, a little more than shoulder-width apart.
- Bend right knee slightly and move left hip downward toward right knee.
- Hold to count of 10 on each side.

**Stretching Do's and Don'ts****DO:**

- Gently stretch a little more each day. Your muscles can actually stretch almost 1.5 times their length, but if you try to achieve this all at once you will hurt yourself.
- Relax. Tension makes it almost impossible to stretch effectively.
- Breathe. That may sound easy but try to breathe from your diaphragm or stomach.
- Make it a routine, try to stretch every day, even if you're at home. Have consistency with your stretches by working the same areas.
- Listen to your body. Some days, less is more.

**DON'T:**

- Don't bounce! By bouncing, you risk pulling or tearing the muscle you're trying to stretch and relax. Muscles must be stretched gradually.
- Don't hold your breath.
- Don't stretch if it hurts.
- Don't forcibly stretch an injured muscle, gentle and less is more.
- Don't rush through your routine.
- Don't listen to your friends' opinions about the best technique for stretching.

**4.8 Take 2 Pre-Job Briefing**

The purpose of the Take 2 Pre-Job Safety Briefing is to raise awareness around workplace hazards and reduce employee exposure to hazardous conditions according to the requirements of Title 29 Code of Federal Regulations (CFR) Section 5(a)(1) of the OSH Act

Implementation of BrightView's (BV) Take 2 Pre Job Standard Briefing process is intended to:

- Identify hazardous conditions and effective hazard controls.
- Provide positive feedback and interaction with team members regarding jobsite hazard concerns
- Demonstrate the BV Safety Commitment by making the workplace a safer environment for our team members.
- Build team member's trust in BrightView's commitment to safety.
- Collect meaningful data for analysis that identifies institutional weaknesses in work management systems

#### 4.8.1 Responsibilities

##### Branch Management

- The Branch Manager or their designee is responsible for ensuring that all Crew Leaders/Supervisors are issued a “Take 2 Pre- Job Briefing safety booklet.
- The Branch Manager or their designee is responsible for ordering and stocking the Take 2 Pre-Job Briefing booklets.
- The Branch Manager or their designee such as AMs and PMs are responsible for training the crew leaders on how to conduct a proper Take 2 Pre job inspection and briefing.
- The Branch Manager or their designee is responsible for collecting and maintaining completed Take 2 Pre-Job Briefing documents that have been completed daily.
- The Crew Leader is responsible to notify their PM or designated leadership team member immediately, upon identifying any serious hazard, for proper hazard control or elimination by the appropriate authority level prior to allowing any team member to start work tasks on the specific jobsite.
- The BM and or designee such as the AM and or PM upon notification is responsible to immediately review and take any needed corrective action steps to reduce or eliminate any potential risk/hazard that has been addressed by the Crew Leader/Supervisor and/or Team Members under the Good Faith Challenge.

##### Crew Leader/Supervisor/Team Member

- Crew Leaders and Team Members are required to take at least two minutes to make sure they do every job safely, every time, and everywhere. Take 2 Pre-Job Briefing is required to be completed prior to starting any job/task being performed by our Team Members.
- Crew Leaders/Supervisors are responsible for conducting the Take 2 Pre-Job Briefing and to assist Team Members with identifying potential risk/hazards at each jobsite.
- The Crew Leader/Supervisor is responsible for collecting the required information identified in the pre-populated questionnaire, and any open suggestion/comments provided by Team Members regarding risk/hazards associated with the job/task.
- All Crew Leaders, Supervisors and team members have “Stop Work Authority” in accordance with the “Good Faith Challenge” criteria, which is; anything identified by anyone as potentially being an unsafe condition or unsafe behavior.

#### 4.8.2 Team Member Engagement Participation – TAKE

##### T – TALK

- Have you talked to all team members involved with this job?
- Have you asked for help and advice if you need it?

##### A – ACTION

- Do you know the proper actions you need to take to do this job safely?
- Have you acted on any hazards that could cause your team or client a problem?

##### K – KNOWLEDGE

- Do you know the procedure for this job?
- Do you know the dangers and what to do if there’s a problem?
- Are you properly trained to do this task?

##### E – EQUIPMENT

- Do you have the proper equipment for this job?
- Does all the equipment have the safety guards in place?
- Do you have the proper PPE for the job?

#### 4.8.3 Pre-Jobsite Inspection and Briefing Details

- Upon arrival at the jobsite the Crew Leader/Supervisor and Team Members shall identify any potential risk/hazard associated with the job task being performed by visually scanning as much of the property as possible. Look for any physical hazards or changes which may have occurred for example; washouts due to heavy rain, wet turf due to irrigation or tree limbs or light poles down due to high winds.
- Crew Leader/Supervisor, with the Take 2 booklet in hand, gathers all team members in a huddle in a safe location away



from possible traffic.

- Crew Leaders/Supervisors shall communicate the task being performed. Secondly, ensure all Team Members understand their roles and responsibilities.
- It is the responsibility of the Crew Leader/Supervisor to ensure that all required items are available, such as drinking water and disposable cups.
- In addition, ensure required PPE is readily available.
- The Take 2 Pre-Job Briefing Safety questionnaire should be read aloud by and filled in during this briefing. This must be an interactive discussion with encouragement for participation by all team members.
- This questionnaire has identified key operational components based on severity to better protect our Team Members from known hazards associated with our scope of work. They are as follows:
  - Work near water
  - Work from heights
  - Raised planter beds
  - Vehicle traffic
  - Slopes > 15°
  - Wet turf
  - Obstacles
  - Obstructions
- Equipment readiness shall also be discussed, which include the following:
  - Operators trained and certified on the equipment
  - Seatbelts fastened, if equipped
  - ROPS are in the upright position
  - Chutes are down
  - All safety guards are in place
- Crew Leader/Supervisor shall ask and ensure that all Team Members understand the rules and risk.
- Crew Leader/Supervisor shall ask and ensure that there aren't any Good Faith Challenges. If a Good Faith Challenge is identified, then the Crew Leader/Supervisor shall document it in the Notes Section provided on the form and immediately make all efforts to eliminate or address the challenge to include notifying the PM or designated leadership team member as needed.

#### 4.8.4 Post Jobsite Briefing Details

- Crew Leader/Supervisor is responsible to ensure that the jobsite has been left in a safe condition.
- Crew Leader/Supervisor is to ensure no injuries and/or incidents occurred while at the jobsite. If so, the Crew Leader and Team Member shall follow the Incident Reporting Procedure.
- Crew Leader/Supervisor is to ask and/or identify any near misses, if any.
- All Team Members, including the Crew Leader shall print and sign their name post job completion. If a Team Member has identified a Good Faith Challenge, then he/she shall identify this next to their printed and signed name.

#### 4.8.5 Training

BrightView BM will ensure each Team Member is thoroughly trained on the Take 2 Pre-Job Inspection and Briefing process. At a minimum, the training will cover:

- Hazard Awareness
- Hazard Recognition
- Hazard Mitigation
- Understanding of What A Good Faith Challenge Is
- How to complete the Take 2 Pre-Job Briefing Form
- Document Retention

## Take 2 – Pre Job Briefing Document

### Purpose

Now that we've prepared for the day's work and safely operated our vehicles to the jobsite, it's important to know that safety doesn't stop there. There are many other tasks we need to think about while working throughout the day. Here are some key points to remember:



<p><b>Crew Leaders</b></p> <p><i>Daily</i></p>	<p><b><i>Review production plan &amp; conduct pre-job briefing</i></b></p> <p>Before starting each job, we must review our pre-production plan and conduct a job briefing. That means that our Crew Leaders should look at the scheduled tasks for the job and discuss any hazards their teams may encounter when doing the work. For example, we may be exposed to traffic when edging along a curb, so we should ensure we have the proper traffic control in place.</p>	
<p><b>Crew Leaders or Production Managers</b></p> <p><i>Always</i></p>	<p><b><i>Ensure every crew member is trained and certified on equipment</i></b></p> <p>We utilize many different pieces of equipment every day, so it's important our team members understand how to safely operate that equipment. Crew Leaders should always ensure their teams are properly trained and that the training is documented.</p>	
<p><b>Production Managers / Account Managers</b></p> <p><i>Weekly</i></p>	<p><b><i>Conduct periodic jobsite safety inspections</i></b></p> <p>As leaders of the Company, we're required to periodically conduct safety inspections. This helps us identify jobsite hazards and determine corrective measures. Perhaps a piece of equipment is missing a guard or a team member has failed to use the correct PPE.</p>	
<p><b>Production Managers / Account Managers</b></p> <p><i>Weekly</i></p>	<p><b><i>Recognize crew members for exhibiting safe behaviors</i></b></p> <p>One way to encourage safe behaviors is to recognize and reward team members for working safely. PMs and AMs who identify safe behaviors should make every effort to recognize those team members even if it's only with a, "Thank you. Great job!" Gift cards and BBQs are also effective.</p>	
<p><b>Crew Leaders</b></p> <p><i>Always</i></p>	<p><b><i>Ensure crews take frequent breaks and stay hydrated</i></b></p> <p>Hydration is an extremely important part of our daily routine. Failure to drink water and takes breaks throughout the day can lead to life-threatening heat illnesses. Our Crew Leaders should always remind their teams how to work safely in the heat.</p>	
<p><b>Crew Members</b></p> <p><i>Always</i></p>	<p><b><i>STOP and notify supervisor if job cannot be performed safely</i></b></p> <p>No team member should ever feel like they need to perform a task that is unsafe. It's important to understand you should notify your Crew Leader if you have safety concerns and Crew Leaders should let their supervisors know if they can't perform the work safely or need additional PPE. No matter what your position is with BrightView, there are always things we can do to help eliminate incidents from occurring on the jobsite. In other words, "Take 2" for safety.</p>	

## 4.9 Trained / Certified Equipment Operators

It is a company objective to provide a safe, healthy and engaging work environment. All team members are to be certified, using written training records, on all power equipment prior to being assigned to work with that equipment.

### 4.9.1 Accountability of Branch Management and Leadership

Branch Management and Leadership has the responsibility to train and direct all team members in safe work practices and to provide sufficient oversight and monitoring to ensure policies, procedures and safety rules are followed. Branch Management and Leadership found to have knowingly failed in this responsibility will receive corrective action.

#### **4.9.2 Corrective Action Process**

When a team member incurs a preventable incident or injury while using equipment, the corrective action process shall require the affected team member be re-trained and re-certified using the prescribed forms.

In the event a team member is found to be uncertified on equipment in use, the specific scope of production shall immediately cease and the equipment be secured or re-assigned to a certified operator. The corrective action process shall also address the supervisor who assigned the equipment and task to an uncertified operator.

#### **4.9.3 On-The-Job Training**

This procedure does not prohibit directly supervised training or instruction for team members in how to use equipment; however such on the job training shall be at a ratio of no more than one trainer to ten trainees. Visual and verbal instruction training is not equivalent to certification.

#### **4.9.4 Process of Conducting Training Certification**

Trainers at each branch, golf course or nursery shall be selected and approved by the Branch Manager or Golf Superintendent at each operation, with thought given to who is best qualified to act as a teacher or trainer. Training shall be conducted using a combination of classroom or office settings combined with yard or field practical exercises with the type of equipment being trained upon. Trainers shall review the certification document in its entirety; ensuring trainees fully understand each competency listed on the form. In instances of potential literacy or language barriers, it is permissible for a trainer to read the information to the trainee. Trainees shall be encouraged to ask questions and paraphrase points back to the trainer, in order to best ensure adequate learning is achieved.

Practical exercises in the field or yard shall include the trainee independently demonstrating each competency listed on the form to the satisfaction of the trainer. Trainees failing to demonstrate independent, competent and safe operation of the equipment may be given remedial or repeat training until success is achieved or they may be denied approval to operate certain pieces of equipment. The final decision rests with Branch leadership.

In no case shall a team member be issued or directed to use equipment without first being trained, certified and documented, regardless of prior experience outside of BrightView. Team members who transfer from one BrightView operation to another shall have their training records transferred and such completed records shall be honored by the receiving branch.

#### **4.9.5 Documentation**

The BrightView Environmental Health and Safety Department is responsible for drafting and approving approved forms for specific equipment certification. The forms shall be printed in English and Spanish. Each form shall contain a list of competencies specific related to the subject equipment. Competencies shall include, at a minimum:

1. Pre-start check – safety and readiness
  2. Fueling procedures
  3. Safe and effective equipment operation
  4. Maintenance and care of equipment
  5. Troubleshooting in the field
- The trainee being certified shall independently demonstrate the ability to perform each competency as required. The forms shall include an acknowledgment for the trainee to sign off on the training received and said acknowledgement shall include the trainee's printed name and signature.
  - The trainer conducting the certification shall certify the successful training by printing and signing their name to the each certification form for each trainee.
  - All forms shall be dated and retained in an employee personnel or training file.

*Some highly technical equipment requires a license to operate; therefore equipment certification may be insufficient. Examples include registered motor vehicles, automobiles and utility vehicles operated upon public roadways; powered industrial trucks or forklifts; cranes; and in some states, hydraulically operated hoists and lifts. Applicable local laws,*

*ordinances, or project-specific rules and policies may supersede those set forth in this procedure. Contact your immediate supervisor or Regional EHS Manager for assistance with questions.*

## **SECTION 5 – Weather**

### **1.1 Heat Illness Prevention**

Heat illness is caused by a number of interacting factors including environmental conditions, clothing, workload and the individual characteristics of the worker. Because heat illness is one of the most common (and potential serious) illnesses on work sites where temperatures may be extreme, regular monitoring and other preventive precautions are vital.

Proper training and preventive measures will help avert serious illness and loss of work productivity. Preventing heat illness is particularly important because once one suffers from heat stroke or heat exhaustion, that person may be predisposed to additional heat injuries.

#### **5.1.1 Prevention**

When temperatures reach 80 degrees Fahrenheit or higher, the following preventive measures shall be taken:

- Modify work/rest schedules according to monitoring requirements outlined in this policy under “high heat procedures”.
- Rotate personnel: alternate job functions to minimize overstress or overexertion at one task.
- Perform work during cooler hours of the day if possible or at night if adequate lighting can be provided.
- Maintain workers’ body fluids at normal levels; this is necessary to ensure that the cardiovascular systems function adequately.
- Provide sufficient quantities of water for each team member so that each team member shall have access to and urged to drink four cups or one quart of water per hour during their shift.
- Provide shaded areas to protect personnel during rest periods as well as team members suffering from heat illness or believing a preventative recovery period is needed. Team members shall be provided access to shade that is either open to the air or provided with ventilation or cooling for a period of five (5) minutes per hour.

#### **5.1.2 Heat Illness Prevention Procedures Elements**

The preventative elements reflected within this prevention guide consist of the following:

- Provision and Procedures for Water
- Access to Shade
- Break
- Process for Monitoring Weather
- High Heat Procedures
- Communication / Emergency Response Procedure
- Acclimatization
- Training

#### **5.1.3 Provision of Water**

To ensure access to sufficient quantities and frequent drinking of potable drinking water, the following steps will be taken:

- Each branch must provide two (2) gallons of cool, drinking water per team member per 8-hour shift.
- It is acceptable to dispatch with less than the maximum amount of water for daily consumption, but an effective replenishment program shall be in place to ensure sufficient cool drinking water is available for all full work shift.
- Cool water is defined as 50 to 60 degrees. Ice may be required to maintain the water at this temperature in the coolers.
- At no time can there be less than 4 cups of water per team member per hour.
- Supervisors/Crew Leaders will provide frequent reminders to team members to drink frequently, and more water breaks will be provided.
- Every morning, there will be short tailgate meetings to remind workers about the importance of frequent consumption of water throughout the shift.
- Place water containers as close as possible to the workers, not away from them.
- Provide disposable drinking cups and a trash receptacle for every water cooler onsite.

#### 5.1.4 Procedures for Providing Water

- Drinking containers (five or ten gallons each) shall be filled by the Crew Leader/Supervisor or other designated team member and either brought to the jobsite or positioned on the crew truck/trailer every morning prior to the start of work.
- Container levels shall be periodically checked (at least every two hours or more frequently as temperatures increase) by the Crew Leader/Supervisor or designated team member.
- The coolers shall be refilled once the water level has dropped below 50% to ensure enough water is present to allow each team member a minimum of one quart of water per hour.
- Coolers shall be replenished by any one of the following methods:
  - Spare bottles of water may be carried with the crew or stored onsite where possible
  - An acceptable source of potable water is located at the place of work i.e. a construction site, cafeteria, community center, etc.
  - A Crew Leader/Supervisor purchases additional water off site with company funds.
  - At no time during replenishment shall a crew(s) be left with no water.
  - When empty containers must be removed from the site from replenishment, they shall immediately be replaced with a second container containing enough drinking water to provide for all affected team members.
- Ice will be provided when necessary to keep water temperatures at a reasonably cool temperature; the water shall be pleasant to the taste and shall be cool enough to assist in lowering the person's body temperature during a heat related emergency.
- Water coolers shall be placed as close to the crews as possible as to encourage team members to drink water often; when conditions prevent this, bottled water or personal water containers will be made available.
- Drinking containers shall be repositioned throughout the day to accommodate the crew's movements; the Crew Leader/Supervisor or other designated team member shall be responsible for doing so.

#### 5.1.5 Cleaning / Sanitizing Water Coolers

To promote the safety and health of our team members the following guidelines must be followed for keeping water coolers clean and sanitized during the months of high temperatures and throughout the year.

##### **Daily**

- Inspect all water coolers and ensure they are clean and are not used for anything other than storing cool, clean drinking water or Gatorade for crews.
- Wipe exterior of cooler and clean any residue or dirt/grime from the spigot before using each day.
- Ensure disposable cups are available as well as a trash receptacle per OSHA standards.
- Rinse cooler out at end of shift and store it to air dry with the lid off. Do not cover and store the jug until it is completely dry inside.

##### **Weekly**

- Mix a solution of 1 tablespoon (or capful) of household bleach to 1 gallon of water and fill a spray bottle(s).
- Thoroughly spray the inside of the water cooler with the bleach solution and let stand for five minutes. Spray the lid as well. Add a small amount of clean water to the interior of the cooler.
- Use a soft clean scrub brush or clean paper towels to wipe the interior walls of the cooler and the lid.
- Allow the water/bleach solution to pass through the spigot for 15-30 seconds or until cooler is empty.
- Thoroughly rinse the walls of the cooler with clean water. Rinse the lid.
- Repeat rinsing if needed until the smell of bleach is no longer present.
- Allow the cooler and lid to air dry before storing.

##### **Monthly**

- Mix a solution of 1 tablespoon (or capful) of household bleach to 1 gallon of water inside the cooler.
- Close the lid and place the oversized jug on the floor and tilt it from side to side or place the cooler on the floor sideways and roll it from side to side so that all interior surfaces are sanitized.
- Allow some of the water/bleach solution to pass through the spigot and dispose of the bleach mixture.

- Rinse out the jug with clean water several times to remove all traces of the bleach solution.
- Use a soft clean scrub brush or clean paper towels to wipe the walls of the cooler, the lid and the spigot.
- Allow the cooler and lid to air dry before storing.

**NOTE:** *You have the option to clean the cooler thoroughly with a warm, soapy water solution on a monthly basis if available. Be sure to rinse and dry completely before storing.*

### **PRIORITIES:**

- Immediately replace water coolers that are damaged, cracked, missing a lid or have an odor that cannot be removed with a cleaning process.
- Water coolers must be clearly marked as to the nature of their contents and not used for any other purposes. Please be sure that your coolers are labeled as “Drinking Water” in waterproof and smear-resistant ink. If using a cooler for Gatorade, mark the contents of that cooler as well.

**NOTE:** *If your operations are only using Gatorade or other electrolyte products, you **must** have cool, clean drinking water available for the crews in addition to Gatorade.*

#### **5.1.6 Access to Shade**

When temperatures reach 80 degrees Fahrenheit or greater, the following steps will be taken:

- Access to shade shall be provided for team members to take breaks as needed.
- Shade may come in the form of office buildings, construction trailers, awnings, “easy ups” or “pop-up” tents and/or mature trees.
- Shade areas shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other.
- If at any time a team member requests shade when temperatures are below 80 degrees, it shall be made available to the team member immediately.
- These structures shall be positioned as close to the workers as possible based on the layout of the jobsite and shall be repositioned throughout the work day to accommodate movement of the workers.
- The jobsite/crew leader/supervisor or other designated team member(s) shall be responsible for ensuring there is adequate shade at all times.

#### **5.1.7 Breaks**

- Team members shall be encouraged to take breaks in the shade often during high temperatures.
- Breaks shall be a minimum of five (5) minutes but may last as long as necessary for a person who is showing signs of heat illness to recover.
- Team members shall be trained in the signs of heat illness and the steps for recovering, including taking frequent breaks.
- When temperatures reach 95 degrees Fahrenheit, team members must take a minimum ten minute net preventative cool-down rest period every two hours. The preventative cool-down rest period may be provided concurrently with any other meal or rest period. If the workday will extend beyond eight hours, additional minimum ten-minute rest periods shall be required at the conclusion of the eighth hour and continuing every two (2) hours thereafter.

#### **5.1.8 Procedure for Monitoring the Weather**

- Company management shall be trained in various methods for checking the extended weather’s forecast.
- Prior to each workday, the forecast shall be checked in anticipation of high temperatures.
- Forecasts may be checked by any of the following methods:
  - From the internet at <http://www.nws.noaa.gov/>; or
  - By calling the National Weather Service’s area specific telephone number and requesting the following days forecast; each branch shall provide the NOAA phone number to the Crew Leaders/Supervisors for the locations where their particular work is taking place; or
  - By checking the Weather Channel TV Network.
- Crew Leaders/Supervisors shall periodically check the temperature throughout the day to monitor for sudden

increases in temperature.

- When temperatures above 95 degrees are expected, high heat procedures will be implemented which include communication methods, continuous reminders and close monitoring of team members.
- Temperatures shall be monitored by either of the following:
  - From the internet at <http://www.nws.noaa.gov/>; or
  - Through free weather apps for smart phones such as NWS Weather Alert, The Weather Channel or the OSHA Heat Safety app
  - With a thermometer located on the jobsite.

### **5.1.9 High Heat Procedures**

When temperatures reach 95 degrees Fahrenheit or higher, the Company shall implement additional high heat procedures necessary for the prevention of heat illness. These consist of the following:

- Ensure effective communication by voice, observation or electronic means is maintained so team members can contact a supervisor when necessary
- Observe team members for signs and/or symptoms of heat illness
  - Supervisor or designee observation or
  - Buddy system or
  - Regular communication with sole team member such as a radio or cell phone
- Reminders to drink water throughout the day
- Acclimatization of new team members
- Team members must take a minimum ten minute net preventative cool-down rest period every two hours. The preventative cool-down rest period may be provided concurrently with any other meal or rest period. If the workday will extend beyond eight hours, additional minimum ten minute rest periods shall be required at the conclusion of the eighth hour and continuing every two (2) hours thereafter.

### **5.1.10 Communication / Emergency Response Procedures**

- Crew Leaders/Supervisors shall maintain frequent communication with team members throughout the day and continually monitor their crews for signs of heat illness.
- Cell phone service shall be tested daily. On jobsites where cell phone service is not adequate, walkie-talkies or other type radios shall be utilized to contact EMS during a heat-related incident.
- Every effort to prevent team members from working alone shall be taken. The buddy system shall be utilized as often as possible.
- In rare occasions when a team member must work alone:
  - That team member shall have a cell phone or two-way radio with his/her immediate supervisor's telephone/radio number programmed into the phone; or
  - That team member shall have access to a land line on the property; and
  - That team member shall contact their immediate crew leader/supervisor immediately and inform them of their condition.
- All team members shall know or have their immediate crew leader/supervisor's telephone number.
- All team members shall have access to the job address or clear description of the geographic location to provide as needed to emergency responders. This information shall be shared during the "Take 2" pre-job briefing or morning huddle.
- If a team member feels ill, witnesses another team member who appears ill or is approached by a team member who informs them that they feel ill, they shall immediately:
  - Locate the closest Company team member, contractor or pedestrian; or
  - Contact their immediate crew leader/supervisor either verbally or via cell phone/radio and inform them of their or the other team member's condition.
- Upon observation or notification, the Supervisor shall take immediate action commensurate with the severity of the illness
- In all occasions, the ill team member shall immediately be seated in a shaded area, slowly consume small amounts of cool, drinking water and take steps to prevent their condition from worsening.
- A team member exhibiting signs or symptoms of heat illness shall be monitored and shall not be left alone or sent home without being offered onsite first aid and/or being provided with emergency medical services.



- In cases of severe heat illness (such as, but not limited to, decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior or convulsions), emergency medical services shall be contacted and, if necessary, team member shall be transported to a place where they can be reached by an emergency medical provider.

#### **5.1.11 Monitoring Team Members and New Team Member Acclimatization**

- During times of extreme heat (high temperature for the day will be at least 80 degrees Fahrenheit and at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days), crew leaders/supervisors will be trained on the importance of acclimatization, how it is developed and how the company procedures address it.
- Team members shall also be encouraged to look out for each other.
- Unless the team member 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 four (4) or more hours per day, crew leaders/supervisors, or other designated team members, shall closely supervise them for the first 14 days until acclimation has occurred.

#### **5.1.12 Procedures for Acclimatization**

- Team members and crew leaders/supervisors will be trained on the importance of acclimatization, how it is developed and how the company procedures address it.
- Within the first two weeks of a new hire's employment, crew leaders/supervisors will closely monitor them for signs and symptoms of heat illness.
- For the first 14 days of employment, new hires that may not be acclimated to the heat shall be given slower paced, less physically demanding tasks.
- At no time shall new hire team members be permitted to work by themselves. The "buddy" system will be implemented, and the team members will be encouraged to watch for signs and symptoms of heat illness among each other.

#### **5.1.13 Daily Reminders**

During times of extreme heat, team members shall be reminded of the following each morning during the huddle/stretch and flex or as needed throughout the day:

- The signs and symptoms of heat illness and steps to minimize them;
- To drink small amounts of water and take breaks lasting five minutes or more as needed;
- Of the location of drinking water and shade structures;
- Changes in the location of drinking water and shade structures.

#### **5.1.14 Training**

To ensure supervisors and team members are trained properly; the following steps will be taken:

- All team members will receive heat illness prevention training prior to working outdoors.
- On days where the temperature is expected to be above 80 degrees, crew leaders/supervisors will review the important information with all workers during the "Take 2" pre-job briefing.
- All newly hired workers will be assigned a buddy or experienced co-worker to ensure that they understood the training and follow company procedures.
- Crew Leaders/Supervisors will be trained prior to being assigned to supervise outdoor workers.
- All team members shall be provided training on the following topics:
  - The environmental and personal risk factors for heat illness
  - The added burden of heat load on the body caused by exertion, clothing and personal protective equipment
  - BrightView's responsibility to provide water, shade, cool-down rests and access to first aid.
  - Team member's right to exercise their rights under this procedure without retaliations.
  - The procedures for identifying, evaluating, and controlling exposures to the environmental and personal risk factors for heat illness.
  - The importance of frequent consumption of small quantities of water, up to four (4) cups per hour under extreme conditions of work and heat.
  - Proper sanitation and cleaning of water coolers including drinking cups and trash receptacle.
  - The importance of acclimatization through weekly tailgate topics and various training
  - The different types of heat illness and the common signs and symptoms (Appendix C)



- The importance of reporting any signs of heat illness to their immediate crew leader/supervisor
- The procedures for responding to the symptoms of possible heat illness
- The procedure for contacting emergency services and for transporting, if necessary, to a medical service provider including directions to such provider.

### **5.1.15 Crew Leader / Supervisor Training**

All Crew Leaders/Supervisors shall be provided training on the following topics (to include procedures in Appendix A):

- The above mentioned topics prior to the supervision or team members working in heat.
- The procedures which shall be implemented within the Heat Illness Prevention Procedure
- The procedures the crew leader/supervisor is to follow when a team member exhibits symptoms consistent with possible heat illness, including emergency response procedures.

How to monitor weather reports using various websites and how to respond to hot weather advisories using heat indexes provided and implementing high heat procedures

### **5.1.16 Branches Located in California**

This Heat Illness Prevention Policy must be made available in English and Spanish at the worksite to our team members and to representatives of Cal-OSHA upon request.

## **5.2 Hurricane Preparedness & Response Plan**

To provide a comprehensive list of procedures for preparations related to storm emergencies on jobsites or branch locations occupied by BrightView employees. Actual physical situations and weather conditions may affect the execution of this plan, and this plan is to be utilized as the authoritative guide for the process.

BrightView watches the weather closely during the hurricane season, which runs from June 1<sup>st</sup> to November 30<sup>th</sup> every year.

BrightView has an emergency / storm work procedure in place. This operation, in conjunction with the Corporate EHS Team, has a selected group of employees that are on alert during our storm season. For the safety of our employees, the crews CANNOT be dispatched until the storm is passed. After the storm has passed, the jobsite or branch location will be evaluated for safe work conditions, and the employees are not allowed to return to work until the site has been deemed safe and sanitary for work.

BrightView can bring in additional equipment and labor from all regions throughout the country, if needed, with the approval of the authorized representative.

As a matter of protocol, BrightView monitors the weather for Tropical Storms, Hurricanes, and other issues related to weather during the storm seasons. The key to providing the safest environment for our employees is based upon Preparations, Storm Awareness, Communication, and Response.

No plan can provide complete directions for each specific circumstance that may develop, however the Environmental, Health, & Safety Team has developed this Hurricane Preparedness and Response Plan in order to:

- Acquaint personnel with hurricane hazards;
- To indicate the action required to overcome or minimize these hazards and;
- To define responsibility in carrying out such action

Please familiarize yourself with the procedures and responsibilities as outlined in this Plan.

Specific activities and advisories are subject to change by Branch or Regional Leadership as appropriate to specific circumstances. This Plan shall not be construed in a manner that limits the use of prudent judgment and common sense.

### **5.2.1 Preparations**

During the storm season, the best practice for the jobsite or branch location is to maintain a supply of emergency supplies in the event of isolation, loss of power, loss of regular food delivery, and loss of fuel. Items to be included in the Emergency Response Box (or “Hurricane Box”) should include but not be limited to:

- Supply of drinking water (3 days per employee on site)

- Customer Contact Information Updated (include cell phone numbers)
- 3 day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene)
- BrightView required Personal Protective Equipment (PPE)
- Tarps
- Fuel
- Electrical Generator
- Hand tools
- First Aid kit
- Duct Tape
- Plastic garbage bags
- Rain Suits
- Caution tape
- Mosquito repellent

Dependent upon conditions, the presence of a chainsaw, spare chain, bar oil, and required PPE could be a best practice.

### **5.2.2 5 Day Action Plan**

At a period where potential for a hurricane landfall exists within a 5 day period, or the area is placed under a “HURRICANE WATCH”, the following shall occur:

- Management shall establish communication with the Customer/Client regarding the presence of the storm/hurricane and review site specific protocols by the Customer/Client and by BrightView.
- Management shall monitor the storm's progress at regular intervals via radio, television, computer/internet, or other means available.
- Management shall confer with BrightView Corporate / Regional Safety, and Regional Leadership to review the situation ahead of time.
- Continue to monitor the storm / hurricane for changes, and communicate these changes.

### **5.2.3 3 Day Action Plan**

In the event that the area is classified for a “HURRICANE WARNING”, preparations shall be made to secure the jobsite or branch location and prepare for evacuation. The following shall occur:

- Management shall establish communication with the Customer/Client regarding the eminence of a hurricane and review site specific protocols by the Customer/Client and by BrightView.
- Regional Management shall notify the BrightView Corporate / Regional Safety personnel of the preparations of the jobsite or branch location and potential for evacuation.
- Hold meeting with management personnel and employees to discuss action plan.
- Ensure all materials, tools, tool sheds, gang boxes and equipment is removed from low-lying areas and/or protected from rising water.
- Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding.
- All construction trailers, office trailers, tool trailers, sheds, etc., on your jobsite or branch location should be tied down securely according to code. If you are unable to secure these properly, they should be removed from the jobsite or branch location.
- Police your jobsite or branch location yards to remove potential flying objects from the site or secure them with proper tie-downs.
- Have all temporary port-o-lets pumped out, tied down or removed.
- Have all trash dumpsters emptied or removed.
- Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm. All equipment and all fuel cans should be filled to capacity.
- All water containers should be filled with potable water to capacity.

- All bag fertilizer or chemicals should be placed in the interior of a secure structure if at all possible.
- Board up windows in offices or protect them with storm shutters or duct tape.
- Disconnect all office electrical equipment (computers, copiers, etc.)
- Take numerous photos of your site inside/outside prior to the hurricane's arrival.
- Try to park trucks in an open area that will be easy to clear and near a major roadway if possible so after-storm access is easier.

#### **5.2.4 1 Day Action Plan (Hurricane is Eminent)**

Branch Management shall establish communication with the Customer/Client regarding the eminence of a hurricane and review site specific protocols by the Customer/Client and by BrightView. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the hurricane.

Branch Management shall notify the Corporate/Regional Safety team and Regional Leadership of the preparations of the jobsite or branch location and potential for evacuation. Discussion will be whether evacuation is mandated or there is adequate safe and secure shelter from the storm. In the event of an evacuation, BrightView Employees shall be offered evacuation and encouraged to participate in an evacuation plan. Evacuation may be by commercial or charter airlines. Prior to any evacuation, the following shall be completed:

- Remove any scaffolding
- Ensure that all small equipment is in the security of the job container
- All small materials are placed in close proximity to the job box
- All heavy equipment is parked surrounding the yard materials and job box to form a perimeter. Final inspection of the jobsite or branch location to prevent flying debris shall be conducted at this point.
- Back up all computer records and/or remove the CPU and carry with you. All other electronics remaining should be covered with a plastic bag and placed above ground level.
- Prepare to cover windows and glass doors
- Ensure first aid kits are fully stocked
- Place flashlight, fresh batteries, first aid kit and/or emergency kit in company vehicles. In the event of an evacuation, the trucks shall be placed in a perimeter with the heavy equipment, and vans shall be used to transport employees to the departure point of evacuation.
- Generators shall be placed in a point of easy access for first retrieval.
- Take pictures of the secured jobsite or branch location if possible.
- Sandbag the doors of the office, if possible.

#### **5.2.5 After the Storm (Post Hurricane)**

Once the storm has passed, the jobsite or branch location shall be evaluated in partnership with the Customer/Client for its safety. All site specific hazards will be noted and corrected within the skills, abilities and training of our employees. Dangerous conditions for human occupancy may include but are not limited to unstable hard structures, presence of open electrical lines, excessive water build-up / flooding, unsanitary conditions such as the presence of waste, threat of physical violence, presence of displaced wildlife, and so forth. The BrightView Branch and Regional Management shall communicate this with the Customer/Client to discuss plans for correction or elimination of unsafe conditions.

The BrightView Branch and Regional Management, in conjunction with the Customer/Client personnel shall evaluate the quickest time available for continuation of work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-BrightView projects or work areas, usage of BrightView heavy equipment, vehicles, and labor, may be negotiated at the conclusion of the evaluations. It is the intent of BrightView to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.

Photo document the worksite upon return, noting any significant changes, and communicate those changes with BrightView Corporate and Regional Leadership entities.

### 5.2.6 Home Safety

- Moor your boat securely before the storm arrives, or evacuate it to a designated safe area. Leave it and don't return once the wind and waves are up.
- Secure outdoor objects that might be blown away or uprooted. Garbage cans, garden tools, toys, signs, porch furniture and a number of other harmless items become missiles of destruction in hurricane winds. Anchor them or store them inside before the storm strikes.
- Board up all windows or protect them with storm shutters or tape.
- Store a 3-day supply of drinking water including placing clean water in your bathtub, jugs and bottles if not able to purchase bottled water.
- Check all battery-powered equipment including emergency cooking facilities, flashlights and portable radios and have extra batteries for all equipment on hand.
- Ensure a first aid kit is fully stocked.
- Plan an evacuation route if requested to vacate the area.
- Prepare an evacuation kit including medications, necessary items for small children, important papers, extra clothing and blankets, sleeping bags and other essential personal items.
- Fuel all of your vehicles. Best to avoid driving during a storm or floods; stations may be closed for days or weeks after a storm.
- If home is not located on high ground, seek shelter at a designated emergency site until storm has passed.

### 5.2.7 Disaster Relief Preparation

- The uncertainty of intensity and path make it difficult to predict the needs in advance. However, as the storm approaches availability becomes limited and once it passes that availability becomes very limited.
- Do not overlook the obvious. Chainsaw, extra chains for them and hand files to keep an edge on them.
- Two cycle oil, bar oil and metal safety cans to mix and store fuel to last you a minimum of two to three days.
- Fuel cans for your small equipment and saddle tanks in your trucks for diesel fuel to refill your larger diesel equipment. Gas in a diesel saddle tank is not legal.
- Small generators to power a chainsaw sharpener, and the sharpener mounted on a plate that would fit in to the receiver hitch of the truck.
- Larger generators to power a work area in your yard or to provide power to in yard fuel tanks.
- Gas powered trash pump top move water out of areas you may need to get in to.
- Rotating safety lights that plug in to your auxiliary power plugs to help people to see you if you are doing roadside clearing or if you move through an intersection.
- All of the above items should be purchased well in advance. If you do not need them they can be spread around a region and used elsewhere.
- On a larger scale loaders of various sizes with "clam" buckets can be put on hold at the rental yards and must be done so well in advance. As the storm nears have them delivered so they are not rented out from under you or they are unable to get them to you. The worse that can happen is you pay a few extra rent days and then turn it in.
- Skid steers with tree booms or forks can also be rented in advance and the same principles apply.
- Dump trucks with a 16-foot bed that you can nail plywood to the sides to haul debris can also be rented or put on hold in advance.
- Items 10, 11, and 12 may have to come from outside the area but have those sources lined up in advance. Know what is available to you.
- Larger generators can also be rented but have your yard power sources for the fuel tanks and the office "wired" so it is a simple process to hook up and power up.
- Do not quibble about pricing.

### 5.2.8 Hurricane Preparation (IT Equipment)

#### Computers

- Unplug your computer from the wall. Most likely the computer will be plugged into a surge protector. If that is the case, unplug the surge protector from the wall.
- Unplug all electrical from the surge protector and remove the surge protector from the ground.
- If your computer is on the floor, please place it on your desk in an event of a flood.

- Place plastic bags over all computer equipment and try to seal the equipment the best you can.
- If you own a laptop, please take the laptop with you.

#### Network Equipment / Servers and Phone Equipment

- Please power down all equipment (server, printers, communication equipment, switches, hubs, routers)
- Please unplug down your telephone equipment
- Unplug all equipment from the wall. If the equipment is unplugged into a surge protector, unplug the surge protector from the wall.
- Unplug all electrical from the surge protector and remove the surge protector from the ground.

#### **5.2.9 Communication during the Storm**

- Establish Hurricane Hotline VOIP phone line
- Cell phones may likely have no service
- Get additional contact numbers from customers

#### **5.2.10 Protecting Our Facility and Assets**

- Put bags over all equipment if necessary
- Have blue plastic tarps in hand (very useful during leaks)
- Have generators for back ups
- If flooding
  - Secure all equipment to higher ground
- If possible move equipment to safer location
  - Review surroundings for nearby trees that can fall on equipment
- Use sand bags if necessary
- Renting equipment
  - Build relationships with nearby rental companies
  - Have disposable dumps, for debris
  - Make arrangements whose open, and operating

#### **5.2.11 Generators**

- Always have a backup generator
- Know capacity of generator
- Match wattage to capacity of generator
- Always have extra chains and oil

#### **5.2.12 The Team**

- Have food and water available
- Remember workers personal lives / families
- Urge workers to look for a shelter before storms

#### **5.2.13 Hurricane Post Preparedness Program**

##### Phase One

- Account Managers complete visual inspection of all accounts
- Assessment team to dispatch from their homes
- Dispatch crew members will report to the yard and stand by during assessment period
- Another dispatch location may be needed

Assessment team to assign one of the following to all accounts:

- **RED** – needs immediate attention. Poses immediate threat to persons and/or buildings. (roadways, building entrances blocked)
- **YELLOW** – clean up needed. Maintenance crews / resources only.
- **GREEN** – clean up needed but very minor. Clean up can wait.
- **WHITE** – no clean up necessary.

*Radio/telephone in all assessments to one designated person.  
Master List of Assessments will be kept at regional office.  
Photo document all applicable damage.*

### **GOAL: ACCESS ALL ACCOUNTS IN FOUR HOURS.**

#### Phase Two

Dispatch resources to implement clean up in order of priority

- Safety
- Account Managers notify customers of assessment and plan of action for clean-up.
- Account Managers keep accurate records of all resources used. (Man-hours, equipment rentals, dump fees, etc.)

Use template provided.

- Account Managers supervise clean-up process and make necessary field adjustments.

Assessment Team will tag all trees with ribbon one of the following:

Red – tree should be removed

Green – tree should be staked

#### Phase Three

Confirm clean up complete and customers are satisfied.

- Insure all debris is picked up and removed from account / jobsite
- Photo document any pertinent situation for before and after pictures

#### Phase Four

Processing of all necessary paperwork to include memos / letters, AEW's, P.O. Numbers, etc.

- Account Managers to have all AEW's signed by customers. (very important)
- Account Managers to insure all vendors have accurate P.O. numbers.

#### Phase Five

Landscape replacements / repair.

- Account Managers to identify any necessary landscape replacements and or repair as a result of storm damage. (Tree replacements, irrigation repair, etc.)
- Account Managers to provide pricing to customers for all necessary work

## **SECTION 6 – Environmental**

### **6.1 Body Fluid Spill Clean-up**

This document spells out proper procedures for clean-up, decontamination and disposal of a body fluid spill. This procedure must be followed by all involved in the clean-up, disinfection and disposal of a body fluid spill.

#### **6.1.1 Responsibilities**

Crew Leaders/Branch Management – responsible for ensuring that all personnel involved in a body spill clean-up are supplied with the appropriate personal protective equipment (PPE) and that it is worn during the clean-up, disinfection and disposal procedure. It is recommended that this procedure be posted and/or provided to all team members that could potentially be involved in a body fluid spill clean-up.

Branch Safety Leader and EHS Team – responsible for advising of potential risks and providing PPE and disinfectant recommendations for incidents involving a large body fluid spill.

Team Member – responsible for wearing all appropriate PPE and following these procedures for body spill clean-up, disinfection and disposal.

## 6.1.2 Determination of PPE Requirements

Large spill of body fluids such as a raw sewage leak that has a high risk of splash potential: PPE requirements include waterproof gloves (rubber, nitrile, etc.), rubber boots, waterproof Tyvek coveralls or suit and mucous membrane protection that includes goggles and a dust mask. All standard BrightView PPE is also required to be worn during the clean-up.

Small spill of body fluids such as a small pool of blood that has a risk of splashing: PPE requirements at a minimum include waterproof gloves (rubber, nitrile, etc.) and mucous membrane protection with goggles and dust mask. Protective clothing such as boots and coveralls may be worn depending on the size and potential for splashing during clean-up. All standard BrightView PPE is also required to be worn during the clean-up.

Dried body fluids or a very small spill of body fluids such as dried blood or blood from a mild nose bleed that has a low risk of splashing: wearing waterproof gloves (rubber, nitrile, etc.) at a minimum would be required for PPE in this type of spill clean-up. Other PPE may be worn depending on the situation. All standard BrightView PPE is also required to be worn during the clean-up.

## 6.1.3 Clean-up Procedures

Large or small spill with splash potential:

First use absorbent material to soak up and contain spill with absorbent powder/paper towels. Pour disinfectant directly onto material to disinfect. A broad spectrum disinfectant such as a 10% bleach solution poured on and left on the material 10-30 minutes before clean-up is sufficient in most instances to disinfect. Other disinfectants may be used as long as the label lists that it kills a broad spectrum of human infectious agents. After the body fluid material is collected and placed into a biohazard bag, pour disinfectant on the area of spill to complete disinfection and wipe up with paper towels.

Dried body fluids or small spill with low splash potential:

Use absorbent material to soak up and contain spill with absorbent powder / paper towels if necessary. Pour a broad spectrum disinfectant such as a 10% bleach solution onto the body spill and leave on for 10-30 minutes before clean-up. Other disinfectants may be used as long as the label lists that it kills a broad spectrum of human infectious agents. It is important to read these labels and be familiar with the directions for use and expiration dates of the disinfectant. After the body fluid material is collected and placed in a biohazard bag, pour disinfectant on the area of spill to complete disinfection and wipe up with paper towels.

## 6.1.4 Basic Hygiene and Accidental Exposure

- Team members should wash their hands with soap and warm water immediately after removal of gloves and other protective equipment.
- Disinfect all reusable equipment.
- Upon accidental skin contaminations wash the area with copious amounts of soap and water.
- If the eyes or mucous membranes are accidentally contaminated flush with copious amounts of water.
- Report all accidental exposures to your Crew Leader / Branch Management.

## 6.1.5 Disposal Procedures

Most body fluids and clean-up materials can be placed into dark garbage bags and thrown into a dumpster. The only exception would be if the body fluid spill was large quantities of blood (i.e. pooled blood). If clean up materials are soaked of dripping with blood, please call your Regional EHS Manager for proper disposal and securement.

## 6.2 Dead Animal Removal

It is the intent of this policy to establish practices and procedures for the disposal of animal carcasses and related waste from Customer/Client property in a manner which is safe and effective for both BrightView employees and the receiving property.

### 6.2.1 Responsibilities

It is the responsibility of BrightView to provide and maintain appropriate administrative and engineering controls, Personal Protective Equipment (PPE) and to develop and maintain safe working practices.

It is the responsibility of the employees to practice and follow the guidelines set forth in this policy.



Designated personnel will be trained in the specific method of removal and disposal as outlined in this policy.

### 6.2.2 Procedure

BrightView has established the following precautionary guidelines when employees encounter dead wildlife on the jobsite.

- Team members should refrain from any contact with a dead animal. Contact the local health department and/or animal control. Keep the customer/client informed.
- Even though a dead animal cannot infect a person it is prudent to keep the general public and other employees away from the dead animal. If needed, place cones and caution tape around the animal until the health department or animal control can pick up the dead animal.
- Dead animals shall not be handled by anyone except the health department, animal control, or the designated trained personnel. The health department or animal control are better trained to handle these situations and have places to legally dispose of dead animals.
- If a dead animal has to be removed from the area and the local agencies are not available to handle the disposal immediately, then the Branch designated personnel shall be provided disposable gloves, eye protection, and a bio-hazard bag. The dead animal will be put into the bag using a shovel and the bag must be tightly secured. Follow the procedures given by the local health department on disposing the dead animal from the site as well as the disposable personal protective equipment (PPE).
- Employees shall immediately and carefully remove protective gloves as outlined by the local health department and BrightView (see appendix A on safe glove removal).
- Employees shall wash their hands using either soap or antibacterial soap and water for a minimum of twenty (20) seconds. Other tools used for disposal (i.e. shovel or other tools, etc.) shall be disinfected using bleach at a rate of one (1) part bleach to ten (10) parts water.
- Never bury any dead animals found on Customer/Client property. Call the appropriate local agency. If they disclose that their services are not warranted, then follow any instructions they provide or the directive outlined above and ensure that proper disposal as well as clean-up is handled accordingly.

## 6.3 Environmental Policy

As an influential landscape leadership company, BrightView Companies pursues the use and practice of environmentally responsible landscape management programs and services. Whether it is through new services, integrated services, lower use rates, product use, buffer zones, wildlife habitats or waste and pest management programs, BrightView is committed to communicating the positive effects our policies and practices have on the environment, the community, and on the stewardship of the land through the proper installation, and maintenance of landscape plantings.

- BrightView is committed to the care and preservation of our natural resources.
- BrightView believes in environmental responsibility and demonstrates its commitment through the use of environmentally safe and sustainable horticultural practices.
- BrightView is committed to the concept of sustainability in the landscape and is working toward increasing the awareness of our clients and the industry of this principle.
- BrightView supports participation in relationships and efforts that enhance the environment.
- BrightView is a member of the U.S. Green Building Council, invests in LEED® training, and has accredited LEED® professionals on staff.

### 6.3.1 Components

#### Water Management

- Water audits to evaluate system coverage, efficiency and serviceability

- Upgrading water distribution systems
  - Beds converted to drip systems
  - Installation of rotors in turfgrass areas
  - Conversion to smart controllers that manage water by measuring and replacing water lost through plants and soil
  - Harvesting of runoff water to use as a supplemental irrigation source
- Minimizing nutrient pollution in runoff water
  - Bioswale installation/maintenance
  - Reduction of impervious surfaces
  - Directing runoff to vegetated landscaped areas
  - Keeping fertilizer and plant debris off impervious surfaces and away from storm drains and water bodies

#### Nutrient Management

- Soil testing to determine nutrient needs
- Low or non-phosphate programs to reduce nutrient pollution of watersheds
- Best management practices to recycle nutrients
  - Judicious and targeted use of fertilization
  - Recycling of grass clippings and pruning debris
  - Recycling of woody debris as mulch
  - Factoring in the nutrient inputs from reclaimed water

#### Soil Management

- Conserving and building soil nutrition and organic content
- Amendment of specialized soils such as those in flower beds
- Enhancing biological activity
  - Nutrition
  - Amendments
  - Control product selection
- Improving soil infiltration and permeability
  - Soil prep and plant installation practices
  - Aeration
- Preventing erosion
  - Maintaining vegetative and mulch covers
  - Bioswales/detention ponds

#### Energy

- Reduce heat island effect
  - Improving tree health to enhance shade around buildings and upon impervious surfaces
  - Green roof systems
- Reducing fuel use
  - Onsite debris management
  - Operational site-maintenance efficiency
  - More efficient fuel-burning engines

#### Landscape Debris Management

- Mulching mowers to incorporate lawn clippings and small pruning debris into turfgrass areas
- Using plant growth regulators to reduce pruning debris
- Selective pruning instead of shearing
- Recycling of leaf debris in natural areas
- Grinding woody debris for use as mulch onsite where practical

Plant Management

- Growing site-adapted/native plant material
  - Sun/shade
  - Drainage
  - Pest sensitivity
- Replacing problem plant material
  - Plants not suited for site conditions
  - Poor nursery stock
  - Declining plants due to improper planting
  - Invasive species
  - Plants with high water requirements

Pest Management

- Selecting and growing plant material that is resistant or tolerant to problem pests
- Integrated Pest Management practices
  - Focus on providing proper plant nutrition, irrigation, mowing, and pruning practices to discourage/tolerate pest infestations
  - Establishing pest population/damage thresholds via regular inspections (tolerance for some minor level of pests or pest damage)
  - Using cultural and non-chemical controls where appropriate
- Pruning out pest infestations
- Washing/blowing pests off plant with high pressure water/air
- Using beneficial predators to reduce pest populations
  - Selecting reduced risk control products where available

**6.3.2 Organic Landscape Maintenance**

Organic landscape maintenance is a special subset of sustainable landscape management that restricts the use of fertilizer and pest management inputs to those products that are naturally occurring in nature or extracted from plants or animals.

Organic Fertilizers

- Animal waste products such as cattle or poultry manures
- Biosolids produced from sewage treatment
- Nutrients in reclaimed water
- Feather meals, blood meal or leather tankage
- Composted plant materials, compost teas or composted food wastes

Organic Pest Management Products

- Insect control products
  - Soaps and horticultural oils
  - Extracts of plants such as
- Neem oil
- Pyrethrum
- Essential oils
  - Biotics
- *Bacillus thuringiensis*
- Parasitic nematodes and wasps
  - Diatomaceous earth
- Weed control products
  - Essential oils
  - Fatty acids
  - Concentrated acetic acid
  - High heat – fire and steam

- Corn gluten

### 6.3.3 Organic Program Limitations

Organic programs have some serious limitations that can affect the quality of landscape performance while impacting plant response and phosphate pollution.

#### Nutrition

- Organic fertilizer nutrients are released by the action of soil microorganisms. These microbes are most active in warm, moist soils during the summer months. This release pattern is ideal for southern lawn grasses such as Bermudagrass and St Augustine. However, northern grasses like bluegrasses, ryegrasses and fescues require nutrient release in the cool, fall and spring months when microbes are inactive.
- Organic sources of fertilizer contain more phosphate relative to nitrogen and thus tend to over-fertilize with phosphate when applied at rates needed to provide adequate nitrogen for plant growth. Many States now restrict the use of phosphate which may in effect prevent the use of adequate levels of nitrogen from organic sources. This problem may be overcome by the blending of organics with synthetic nitrogen sources in what are called “bridge products.”

#### Weed Control

- Organic weed control products are only non-selective contact products that burn the leaves of any foliage contacted by the spray. These products do not enter the plant and move to the root system to control the entire plant; rather they only burn back the actual sprayed foliage, allowing for many treated plants to recover. Foliage of desirable plants that are sprayed will be damaged by these products as well.
- Corn gluten has been highly publicized as crabgrass preventer that will reduce crabgrass populations and provide nitrogen fertility as well. Indeed it is a reasonable source of nitrogen but its benefits as an effective crabgrass control have been very minor when compared to traditional crabgrass preventers or even properly maintained turfgrass without weed preventer applied.
- Hand weeding is obviously an alternative consistent with the concept of organic landscape maintenance and works very well on some weeds. Hand weeding is not very effective for weeds that have strong root systems or rhizomes. Cost of hand weeding must be considered in any organic program.

#### Insect Control

- There are some insect problems that do not respond well to available organic control options. Fire ants, white grubs, and mole crickets may cause significant injury or damage under organic programs.

#### Costs

- As with most “organic branded” products available to consumers, there are significant cost increases associated with increased material volumes and transport, labor, and frequency of services that must be considered when selecting an organic option.

### 6.3.4 Reduced Water Consumption (Irrigation)

To the extent that our operating branch offices have landscaping, toilets, sinks, or showers, and equipment wash racks, this program is intended to reduce water consumption through any / all of these systems or fixtures. As landscaping professionals, BrightView has a professional responsibility to be a leading practitioner of and advocate for water conservation. We must demonstrate water conservation through our own behavior and must be the catalyst for water conserving change with our customers.

Further, many of the regions where BrightView operates are subject to periodic drought conditions. As a result, reductions in Water Consumption are a corporate mandate. Specific reduction goals will be developed on an individual basis with each business unit based upon their size, location, and climate. Where local agency restrictions are in effect, the more rigorous of the reduction goals will be applied.

Strategies for achieving success in this program arena include, but are not limited to the following:

- Use of low-flow toilets
- Use of waterless urinals
- Use of low flow shower heads
- Retrofitting drip irrigation systems
- Retrofitting ET-based controllers, master valves, and flow sensors
- Use of self-foaming soap in lavatories
- Use of self-contained / recycling equipment wash racks

### **6.3.5 Reduce Waste Stream**

#### Office Wastes:

BrightView has already implemented a paper, bottle, plastic, and can recycling program at all offices. Standard blue recycling containers are provided for all employee work stations and in common areas such as copy / mail rooms, foreman rooms, and dining facilities.

The tracking of the relative amount of waste versus recycled content will be measured by the number of loads of each that are collected each year under the assumption that an office practicing superior reduction and recycling programs will be able to reduce the number of waste bin pick-ups per month and would possibly see an increase in the number of recycled bin pick-ups per month. This would include green waste where such programs are applicable.

#### Field, Yard, and Shop Wastes:

Many scrap and left over materials from field, yard, and shop operations are suitable for re-use or can be recycled into other applications. Common materials for reuse include, but are not limited to the following:

- Pallets (wood and plastic)
- Tree Boxes
- Plastic Plant Cans
- Oil or Chemical Drums

Most vendors that utilize the above components charge a refundable deposit on pallets, tree boxes, or shipping drums. Many nursery operations offer to buy used plastic plant cans if they are in good condition.

Items that cannot be re-used may have economic value through recycling. In many instances recycling dump fees are less than solid waste dump fees making it economically feasible to divert materials for recycling. As environmental incentives encourage more sustainable construction practices the relative value of recyclable materials. Common items for recycling include, but are not limited to the following:

- Wood Scrap
- Non-Ferrous Metal Scrap (copper Wire, damaged brass or copper fittings or tube, etc.)
- Steel Scrap (wire, reinforcing steel, scrap angle, plate, or bar stock, damaged fasteners)
- Concrete, Brick, or Asphalt
- Gypsum Wallboard Scrap

The sorting and handling of materials to effectively divert reusable and recyclable materials from the overall waste stream may impose additional operating costs on the individual business unit however the retuning of pallets and selling cans can recapture deposit monies and generate miscellaneous income that covers the cost of the additional labor that may be needed to sort and process.

### **6.3.6 Proper Storage of Hazardous Materials**

Every business unit will at some point handle materials that are considered hazardous. Materials such as lubricants, solvents, paints, adhesives, concrete stains, etching, retarding solutions, pesticides, fungicides, herbicides, sanitizers, and miscellaneous cleaners all tend to have hazardous qualities in various concentrations or situations. As a result, the handling, measurement, proper dosing and application, and storage of these materials is critical to safe and environmentally sound business operations and workplace safety.

The relative level and type of hazard associated with each compound is addressed in documents known as Safety Data

Sheets (SDS). Each manufacturer is required to make available an SDS for each chemical or compound that they manufacture or sell. Each SDS will provide information regarding the suggested means of storing and handling, and applying the material. For pesticides and related economic poisons, the label recommendations may be quite extensive as they are required to describe all variations of approved applications on a pest-by-pest or crop-by-crop basis.

In addition to the information noted in the SDS, Federal, State, and Local agencies may impose additional requirements relative to storage, measuring, application, clean-up, and spill mitigation. Where agency and manufacturer requirements conflict, the more stringent requirement will be followed.

### **6.3.7 Hazardous Materials Waste Diversion**

Waste oil, unused pesticides solutions, contaminated solvents, or left-over or surplus paints all require proper disposal. Some of these compounds can be recycled or diverted to re-use rather than disposal. Programs or options for recycling will vary from city to city and each business unit should be familiar with the programs in their areas. At a minimum the following procedures are required for all operating units:

- Waste oil from shop facilities is to be collected and stored in an approved vessel at the office location for periodic collection by an approved, verified waste oil recycling service. Waste oil shall include, but is not limited to crankcase oil, hydraulic fluid, gear oil, and automatic transmission fluid. Receipts for all disposed waste oil shall be kept on file for verification of recycling or legal and environmentally sound disposal.
- Cleaning solvents for shop facilities shall be obtained through vendors that collect and recycle all contaminated solvent. Receipts for all collected solvent shall be kept on file for verification of recycling or legal and environmentally sound disposal.
- Surplus, contaminated, or otherwise unusable pesticides, herbicides, fungicides, and all associated admixtures such as surfactants, or spreader-stickers are to be returned to the individual business unit yard and deposited in an approved vessel for collection by, or transit to, an approved, verified hazardous chemicals disposal service. Receipts for all disposed pesticides and related compounds shall be kept on file for verification of recycling or legal and environmentally sound disposal.
- Surplus oil-based paints are to be handled similar to pesticides as noted above.
- Materials not specifically or generically listed here shall be disposed of in accordance with their respective SDS documentation or as required by local environmental or waste management agencies.

## **6.4 Environmental – General Waste**

The purpose of this waste management program is to have effective procedures, where and to the extent required by a client or property manager, for efficient, effective and compliant waste management during operations.

### **6.4.1 Procedure**

The Branch Manager or other designated person in his or her absence is assigned the responsibility for proper waste or scrap materials.

### **Waste Estimation**

Each work site will estimate the waste that will be generated prior to work being performed so the need for containers and waste removal, if necessary, can be determined.

Each site will utilize the following for planning of dumpster scheduling and total non-hazardous dry waste material. These figures do not include neither recycling nor waste minimization efforts and reflect no use of an incinerator. Dumpster figures are based on a 40 yard container and can be modified if another size is used by changing the table below.

BrightView must ensure the owner client is aware of whether wastes and scrap materials will be taken off site by BrightView or will be disposed of on the owner client's site.

## Waste Segregation

- Do not mix waste streams
- Only place waste in the designated container, satellite accumulation area (SAA), recyclable accumulation area (RSS), universal waste accumulation area (UWAA) or designated dumpster.

## Recycling

The collection of recycled material will reduce the total load on the environment. Bins of sufficient size must be lined with a plastic bag and clearly labeled for use. Collection bins placed in administrative areas will follow the following color guiding:

- Blue – Paper
- Green – Aluminum cans
- Yellow – Plastic

Cardboard will be flattened, staples and excess shipping tape removed. No cardboard shall be placed in the dumpster used for the landfill.

## Waste Handling Matrix

Each work site will develop a Waste Handling Matrix (sample shown) that will:

- Address safe practices related to the immediate storage and handling of waste, scrap or leftover material.
- The handling, organization and storage of waste and scrap materials to minimize potential impact to the environment. Waste materials shall be properly stored and handled to minimize the potential for a spill or impact to the environment. During outdoor activities, receptacles must be covered to prevent dispersion of waste materials and to control the potential for runoff.

Waste Stream	Location	Activity Generating Waste	Hazardous Non-Hazardous	Safe Storage Practice	Disposal Method	PPE or Other Precaution
Aerosol Can Contents	Equipment Repair Shop	Puncturing of aerosol cans	Hazardous	SAA is self-contained in the equipment repair shop	Ship to assigned site for recycling or disposal	Read warnings before use of Aerosol unit
Aerosol Can Puncturing Unit Filter	Equipment Repair Shop	Filter Changes	Hazardous	Place in designated labeled container	Ship to assigned site for recycling or disposal	Change filter every 3 months
Aerosol Cans	Various Locations	Painting, Lubricants, cleaning	Non-Hazardous if aerosol can is punctured and drained	Place punctured aerosol can in RAA storage drum	Crush RAA storage drum and place in the scrap metal dumpster from client	See “scrap metal” for waste stream management
Ash	Smart Ash Unit	Incineration of acceptable waste	Non-Hazardous	Dispose of immediately	Place in the Burnable Waste Dumpster	Gloves Goggles
Automotive and Heavy Equipment Parts Used	Equipment Repair Shop and Fab Shop	Replacement	Non-Hazardous	RAA’s by equipment repair shop	Returned to vendors for recycling	Starters, alternators, pumps, transmissions
Batteries (Alkaline)	Various Locations	Battery Failures	Universal Waste	Place in the UWAA in the equipment repair shop	“D” cell and below are acceptable in the Non-Burnable Waste Dumpster	Ship to designated site for recycling or disposal
Batteries (Lead Acid)	Equipment Repair Shop and Fab Shop	Battery Failures	Universal Waste	No storage allowed. Containment boxes are labeled and available in the shops	Lead acid batteries are returned to the vendor upon removal	Ship to designated site for recycling



Batteries (Nicad)	Various Locations	Battery Failures	Universal Waste	UWAA in the equipment repair shop	Ship to assigned site for recycling or disposal	Cell phones, radios
Butane Torch Bottle	Various Locations	Mechanic Activities	Excluded Hazardous if recycled	Place drained Butane Torch Bottles in RAA storage drum	Crush RAA storage drum and place in the scrap metal dumpster	Prosolv Butane Bottle processor I
Cardboard / Office Paper	Parts Department & Offices	Shipping Boxes & Office Activities	Non-Hazardous	RAA in the Hog Barn	Place on pallet in RAA and band for shipment to assigned site for recycling	
Computers Discarded	Parts Department & Offices	Replacement	Non-Hazardous	Place in RAA at EMS Conex	Ship to assigned site for recycling or disposal	
Diesel Filters – Used	Equipment Repair Shop and Fab Shop	Filter Changes	Non-Hazardous	RAA for drained and crushed used filters	Drain for 12hrs. crush and incinerate in Smart Ash unit	Place metal in recycle metal dumpster
Diesel Rags	Various Locations	Mechanic Activities	Non-Hazardous	Oily waste rag in clear bags w/yellow stripes	Incinerated in Smart Ash unit	See “Ash” for management and disposal
Drained Diesel	Equipment Repair and Fab Shop	Draining diesel fuel and filters	Non-Hazardous when burned as off-spec fuel	Place in “used oil” tank in the equipment repair shop and fab shop	Burned for energy recovery in our clean burn multi-oil heating systems	
Empty Paint Cans	Various Locations	Painting Activities	Non-Hazardous	No Storage allowed	Ship to assigned site for recycling or disposal	Paint cans must be RCRA empty
Fluorescent Light Ballast	Various Locations	Failure	Non-Hazardous unless they contain PCB’s or DEHP	None	Place in Non-Burnable Dumpster	Ballast will say on the label if it contains PCB’s
Fluorescent Light Bulbs	Shops, Office Areas	Bulb Replacements	Universal Waste	Place bulbs in their original container in the RAA in the EMS Conex	Ship to assigned site for recycling or disposal	Label bulbs “Used Bulb” when put into RAA
Glass	Various Locations	Replacement	Non-Hazardous	None	Place in Non-Burnable Dumpster	Ensure glass containers are empty
Glycol Rags	Equipment Repair shop and Fab shop	Fluid Changes	Non-Hazardous	Oily waste rag WAA’s lined w/clear bags w/yellow strips	Incinerated in Smart Ash unit	Minimize use of absorbent rags
Glycol-Used	Equipment Repair Shop and Fab Shop	Fluid Changes	Non-Hazardous	RAA self-contained tank on recycling unit	Recycled in glycol recycling unit	Recycling unit stored in Equipment Repair Shop
Grinding Wheels	Equipment Repair Shop and Fab Shop	Grinding activities	Non-Hazardous	None	Place in Non-Burnable Dumpster	
Hoses & Belts	Equipment Repair Shop and Fab Shop	Replacement	Non-Hazardous	Place in Non-Burnable Dumpster of NSB or into the Oily Waste WAA’s	Place in Non-Burnable Dumpster	Drain all fluids from hoses
Metal Shavings / Cuttings	Equipment Repair Shop and Fab Shop	Fabricating activities	Excluded Hazardous if recycled	Placed in recycle metal dumpster or metal only RAA’s	Place in recycle metal dumpster	Ensure there are no free flowing cutting fluids present before disposal
Oil Filters Used	Equipment Repair Shop and Fab Shop	Oil Filter Changes	Excluded Hazardous	RAA for drained and crushed filters	Drain for 12hrs. crush and incinerate in Smart Ash unit	Place metal in recycle metal dumpster
Oil-Used	Equipment Repair Shop and Fab Shop	Draining oil and filters	Excluded hazardous if burned for energy recovery	Receiving sumps are located in the equipment repair shop and fab shop	Burned for energy recovery in clean burn multi-oil heating system	Keep lids on receiving sumps at all times. DO NOT PUT SOLVENTS INTO USED OIL
Oily Waste (rags, absorbents)	Various Locations	Mechanic activities, equipment drips and leaks	Non-Hazardous	Oily waste rag WAA’s lined w/clear bags w/yellow stripes	Incinerated in Smart Ash unit	Collected daily. See “Ash” for management and disposal

Paint Waste (rags, rollers, brushes, etc.)	Various Locations	Painting activities	Determine on per occurrence basis. Use SDS or testing	If hazardous, store in the assigned area. If non-hazardous, no storage is required	If hazardous, ship to assigned site for disposal. If non-hazardous, place in burnable waste dumpster.	Need to review SDS, do analytical test, or use generator knowledge to make waste determinations
Parts Cleaner Rags	Equipment Repair Shop	Cleaning parts	Non-Hazardous	Oily waste rag WAA's lined w/clear bags w/yellow stripes	Incinerated in Smart Ash unit	See "Ash" for management and disposal
Scrap Metal	Various Locations	Fabrication activities and house cleaning	Excluded hazardous if recycled	Placed in recycle metal dumpster or metal only RAA's	Place in recycle metal dumpster	Eye Protection Gloves
Sodium Vapor / Metal Halide Light Bulbs	Various Locations	Bulb Replacement	Universal Waste	Place bulbs in their original container in the RAA	Ship to assigned site for recycling or disposal	Label bulbs "Used Bulb" when put into RAA
Tires	Various Locations	Replacement	Non-Hazardous	None	Place tires up to 20" rim diameter into dumpster	
Toner Cartridges	Offices	Copiers, printers, fax machines	Non-Hazardous	Placed in original container in RAA	Ship to assigned site for recycling or disposal	Verify toner is expended before disposal
Water Scrubber Filter & Absorbents	Equipment Repair Shop and Fab Shop	Filtering sump water in shops	Non-Hazardous	None	Incinerated in Smart Ash unit	See "Ash" for management and disposal
Welding Rods	Various Locations	Welding Activities	Excluded Hazardous	Placed in recycle metal dumpster or metal only RAA's	Ship to assigned site for recycling or disposal	See "Scrap Metal" for waste stream management
Wood Waste	Various Locations	Various activities and shipping pallets	Non-Hazardous	Store on the far back corner of the pad or in the dump truck box if available	Place in recycle wood dumpster	Pallets are refurbished and recycled when possible

### Storage Requirements

BrightView must ensure project related wastes are stored and maintained in an organized fashion to encourage proper disposal and minimize risks to employees. Proper waste receptacles must be provided for trash and materials that may be reused or recycled during a project.

## 6.5 Pandemic Response

The purpose of this plan is to address the following issues related to pandemics:

- Creating a culture of infection control in the workplace that is reinforced during the annual influenza season, to include, if possible, options for working offsite while ill, systems to reduce infection transmission, and worker education.
- Establishing contingency plans to maintain delivery of services during times of significant and sustained worker absenteeism.
- Where possible, establishing mechanisms to allow workers to provide services from home if public health officials advise against non-essential travel outside the home.
- Establishing partnerships with vendors and customers to provide mutual support and maintenance of essential services during a pandemic.

### 6.5.1 Responsibilities

The Regional EHS Managers will assist the Coordinator as the Pandemic Response Team. The members of this team will include at least one person from each division of BrightView and include at least one person (BSL) from each branch. The Coordinator and each Pandemic Response Team member will select a back-up employee to assume their duties in case of their own illness. This person will be kept current on all emergency procedures and this list will be kept with this plan and updated as needed.

*It is the duty of the Coordinator to:*

- Monitor issues and information related to pandemics to keep our plan up to date.
- Recommend any changes to the plan as circumstances warrant.
- Conduct employee training.
- Communicate with public health agencies, emergency responders and others regarding our plan, and understand their capabilities should an outbreak occur.
- Attend external training/seminars about pandemic influenza outbreaks in order to remain current about the pandemic threat in our community.
- Implement this plan should it become necessary.

*Pandemic Response Team members will have the following responsibilities:*

- Identify and communicate to the Coordinator which employees, vendors, suppliers, and systems are essential to maintaining operations at their locations.
- Identify and communicate to the Coordinator the names of possible ancillary employees who could perform certain job duties in the case of a pandemic (e.g. consultants, temporary work services, retired employees).
- Develop and communicate to the Coordinator an emergency communication plan for their departments/locations, including identification of key personnel, vendors, and customers.
- Develop and submit a plan to continue operations at their locations with the least possible number of staff.
- Ensure that all employees in their departments are adequately trained on emergency procedures in the case of a pandemic and in the prevention of illness.
- Encourage all employees to be vaccinated annually for influenza.
- Assist the Coordinator in the implementation of this plan, if necessary, at their locations.

### **6.5.2 Preparation**

- The Coordinator will maintain a list of contacts in the health profession to provide consultation and advice regarding this plan and its implementation.
- The Coordinator will, at least annually prior to the influenza season, provide information to all employees regarding those practices that are recommended by public health officials that will reduce the spread of the infection. The Coordinator will also develop a list of recommended infection control supplies (hand soaps, tissues, hand sanitizer, and so on) and ensure that each branch/jobsite has an adequate hand washing facility and sufficient supply of soap, hand sanitizer, tissues, etc.
- The Coordinator will maintain a list of duties and positions for which individual employees are cross-trained. Should staffing levels drop due to an outbreak, supervisors can use this list to fill in positions where needed.
- The Coordinator will maintain a list of duties that employees can perform from home, as well as any equipment (such as computers) that may be necessary to perform those duties. Supervisors can then draw on this list to have those duties performed by employees from home should it become necessary.
- The Coordinator shall recommend to the Company an emergency sick leave policy to be adopted in the event of a pandemic. The policy is to be non-punitive and require employees who have been exposed or who exhibit symptoms of the illness to remain at home.
- The Coordinator and the Chief Information Officer will ensure that the Company has sufficient IT infrastructures to support employee telecommuting and remote access to agency services.
- The Coordinator and the Chief Human Resource Officer will establish the following policies and procedures:
  - Flexible work hours, including staggered work hours and telecommuting.
  - Restricted employee travel to affected areas.
  - Counseling services for all employees and their families, particularly those affected by illness.
  - Special procedures/accommodations for employees and customers with special needs or disabilities.

- Employee a janitorial service who will regularly clean and disinfect surfaces such as desks, restroom facilities, faucets, etc.
- The Coordinator shall develop a plan to keep employees informed of developments as they occur, including those employees who remain at home. This could include plans to obtain home email addresses, telephone numbers for employees to call to receive recorded messages, pages on the website for employees, etc. The plan must also include procedures for responding promptly to employees' questions about such issues as whether to report for work and special hours of operations during a flu outbreak.
- The Coordinator and Pandemic Response Team will conduct random drills at all locations to test the effectiveness of our plan.

### **6.5.3 Should a Pandemic Occur?**

Should a pandemic occur, the Coordinator will, after consultation with knowledgeable health officials, implement the following steps, as deemed necessary?

- Employees with job duties that can be accomplished by telecommuting will be encouraged to work from home unless they have been cross-trained to work in place of an employee who is ill.
- The emergency sick leave policy shall be implemented. Supervisors will be instructed to send and keep employees home if they exhibit symptoms of the illness, working from home if practical.
- Team members will contact their key customers and vendors to determine the impact of the outbreak on their operations and its effects on our ability to perform our daily functions, and they will communicate the results to the Coordinator. The Coordinator will see to it that we obtain extra quantities of any necessary supplies that may be threatened due to the outbreak.
- The Coordinator, with the assistance of team members, will monitor staffing levels at all locations and assist supervisors in finding ways to maintain critical operations in light of any staffing shortage. Should the closing of any locations be a consideration due to inadequate staffing availability, the Coordinator will first contact the President of BrightView to obtain their advice and consent prior to any closing. Should an office be closed, customers shall be notified promptly of the situation. Telephone and other lines of communication must be routed to a location where they will be staffed by employees so customers' attempts to reach us do not go unanswered.
- The Coordinator is to implement the employee contact plan to ensure that all employees are kept informed of developments as they occur, including employees who remain at home.
- In the event of a pandemic emergency, BrightView shall make all efforts to limit the size of crowds and prevent gatherings of large groups.

## **6.6 Handling, Storage and Disposal of Lead Compounds**

The acute toxicity of lead and its compounds is moderate to low.

The toxic effects of lead compounds give rise to symptoms including agitation, insomnia, dizziness, tremors, and delirium, which can progress to mania, coma and death. These symptoms are accompanied by nausea, vomiting, loss of appetite, severe cramping, muscular aches and weakness, diarrhea, and abdominal pain. Lead can accumulate in the soft tissues and bones, with the highest accumulation in the liver and kidneys, and elimination is slow.

Lead and its compounds have shown developmental and reproductive toxicity in both male and female animals and humans. They are considered a probably/possible human carcinogen based of sufficient animal evidence and inadequate human evidence.

For lead compounds, high temperatures are likely to produce toxic metal fumes, vapors or dust. Lead compounds in the form of finely divided powders may be carried by air currents. Lead and lead compounds, like any heavy metal, should not be disposed of by sewer. People using lead and lead compounds are required by OSHA to have special training.

### 6.6.1 Standard Operating Procedures

#### Handling

- All manipulations (sample preparations, heat treating, sintering, etc.) with lead compounds that can generate dust, vapors, metal fumes or aerosols must be conducted in a properly working chemical fume hood, glove box, local exhaust system or other suitable containment device that exhausts directly outside to reduce possible inhalation exposures.
- Furnaces used for lead compound heating/sintering must be connected to a local exhaust system that is exhausted directly outside.
- Proper personal protection (PPE) must be worn at all times to prevent eye and skin contact. The minimum requirement for PPE is safety glasses with side shields, disposable coveralls, and protective gloves.
- Be sure to inspect all PPE prior to and after use.
- Designate an area in the Branch Facility for only lead compound manipulations. This area must be labeled with the appropriate hazard communication labels (i.e., Toxic in Use Area). All equipment and PPE must remain in this designated area. Never remove contaminated equipment or PPE from the designated area.
- Keep good housekeeping procedures. All disposable materials contaminated with lead compounds must be disposed of as hazardous waste.
- The Branch Facility must be equipped with a working eyewash station and safety shower.
- Always practice good hygiene. Wash hands, face, neck and forearms frequently. Wash hands before eating and do not eat, drink, or smoke in the labeled area.
- Surface contamination must be checked using lead test kits. Contact the EHS Department for assistance.
- Any amount of a lead compound spilled must be immediately reported as a major spill event.

#### Storage

- The lead compounds must be stored in a tightly closed secondary containment container.
- Do not store this material with incompatible materials. Avoid contact with strong acids, bases, halides, oxidizers, halogenates, potassium nitrate, permanganate, peroxides, nascent hydrogen and reducing agents.
- Storage cabinets containing this material must be labeled with the appropriate hazard communication label.
- The secondary containment container must be labeled according to BrightView guidelines (i.e. full chemical name; hazard warning words – toxic; carcinogen; responsible party, etc.)
- Due to the hazardous nature of the material only minimal quantities of material should be purchased and stored.

#### Disposal

- All waste must be collected in a sealable compatible container and disposed of as hazardous waste.
- All residual materials and rinse water from empty containers of this material must be collected and disposed of as hazardous waste.
- The rinse water from decontamination of all non-disposable equipment must be collected and disposed of as hazardous waste.
- All disposable materials contaminated with this material must be disposed of as hazardous waste.
- **Drain disposal of any of these materials is strictly forbidden.**

## SECTION 7 – Chemical Safety

### 7.1 Ammonia Hazard

Ammonia (NH<sub>3</sub>) is one of the most commonly produced industrial chemicals in the United States. It is used in industry and commerce, and also exists naturally in humans and in the environment. Ammonia is essential for many biological processes and serves as a precursor for amino acid and nucleotide synthesis. In the environment, ammonia is part of the nitrogen cycle and is produced in soil from bacterial processes. Ammonia is also produced naturally from decomposition of organic matter, including plants, animals and animal wastes.

### 7.1.1 Properties

#### Chemical/Physical Properties of Ammonia are:

- At room temperature, ammonia is a colorless, highly irritating gas with a pungent, suffocating odor.
- In pure form, it is known as anhydrous ammonia and is hygroscopic (readily absorbs moisture).
- Ammonia has alkaline properties and is corrosive.
- Ammonia gas dissolves easily in water to form ammonium hydroxide, a caustic solution and weak base.
- Ammonia gas is easily compressed and forms a clear liquid under pressure.
- Ammonia is usually shipped as a compressed liquid in steel containers.
- Ammonia is not highly flammable, but containers of ammonia may explode when exposed to high heat.

#### Ammonia is widely used as refrigerant in industrial facilities such as:

- Meat, poultry, and fish processing facilities.
- Dairy and ice cream plants.
- Wineries and breweries.
- Fruit juice, vegetable juice, and soft drink processing facilities.
- Cold storage warehouses.
- Other food processing facilities.
- Seafood processing facilities aboard ships, and
- Petrochemical facilities

### 7.1.2 How Can Team Members Be Exposed to Ammonia

- Most people are exposed to ammonia from breathing its gas or vapors. Since ammonia exists naturally and is also present in cleaning products, exposure may also occur from these sources.
- BrightView employees may specifically be exposed to ammonia while working on or near industrial refrigeration machinery rooms, equipment and piping on customer/client jobsites.

### 7.1.3 How Does Ammonia Act In the Body?

When ammonia enters the body as a result of breathing, swallowing or skin and eye contact, it reacts with water to produce ammonium hydroxide. This chemical is very corrosive and damages cells in the body on contact.

### 7.1.4 What are the Specific Signs and Symptoms of Ammonia Poisoning?

- Ammonia is corrosive. The severity of health effects depends on the route of exposure, the dose and the duration of exposure. Exposure to high concentrations of ammonia in air causes immediate burning of the eyes, nose, throat and respiratory tract and can result in blindness, lung damage or death. Inhalation of lower concentrations can cause coughing, and nose and throat irritation.
- Swallowing ammonia can cause burns to the mouth, throat and stomach. Skin or eye contact with concentrated ammonia can also cause irritation and burns.

### 7.1.5 How are Employees Protected from Ammonia Exposure?

Employees that will come in direct contact with ammonia shall be provided with and required to use impervious clothing, gloves, face shields and other appropriate protective clothing necessary to prevent any possibility of skin contact with liquid anhydrous ammonia or aqueous solutions of ammonia containing more than 10% by weight of ammonia. Similar precautions should be taken to prevent the skin from becoming frozen from contact with vessels containing liquid anhydrous ammonia.

### 7.1.6 What Can You Do If You Think You May Have Been Exposed

If you have been exposed to a large release of ammonia, take the following steps:

- Quickly move away from the area where you think you were exposed. If the release was indoors, go outside. If you are near a release of ammonia, emergency coordinators may tell you to either evacuate the area or go to the “shelter place.” If indoors, shut and lock all doors and windows; turn off air conditioners, fans and heaters; and close the fireplace dampers.

- Quickly remove any clothing that may have ammonia on it. If possible, clothing that is normally removed over the head (like t-shirts and sweaters) should be cut off the body to prevent additional contact with the agent.
  - Place your clothing inside a plastic bag and seal the bag tightly.
  - Do not handle the plastic bag, and wait for instructions on proper disposal.
  - Disposing of your clothing in a sealed bag helps protect you and other people from any additional exposure.
  - Store the bagged clothing in a secure location away from people, especially children.
- Quickly wash any ammonia from your skin with large amounts of soap and water, and flush your eyes with large amounts of water.
  - Remove and dispose of contact lenses.
  - Wash eyeglasses with soap and water before wearing.
  - Do not use bleach to remove ammonia from your skin?
- If needed, seek medical attention right away.

### 7.1.7 How is Ammonia Poisoning Treated?

- To reduce the effects from exposure to ammonia, it is important to wash eyes and skin as quickly as possible with large amounts of water.
- Team members who experience serious signs and symptoms (such as severe or constant coughing, or burns in the throat) may need hospital care.

### 7.1.8 When BrightView Employees Visit Customer/Client Sites

Employees shall be aware of customer/client contingency plans and provisions. BrightView employees must be informed where ammonia is used in the customer jobsite facility and aware of additional customer safety rules.

## 7.2 Hazard Communication

BrightView has developed the Hazard Communication Program procedure to ensure effective communication about associated hazards of some of the substances in our workplace and the control of these hazards through a comprehensive hazard communication procedure.

### 7.2.1 Procedures / Responsibilities

#### List of Hazardous Substances

The Branch Safety Leader or his designate will prepare and keep current an inventory list (Appendix A) of all known hazardous substances present in the workplace. The inventory list must be kept current and retained in the Master SDS binder and a copy in the Out-of-Service SDS binder. Specific information on each noted hazardous substance can be obtained by reviewing the Safety Data Sheet(s) (SDS).

#### Proposition 65 List of Chemicals (California branches and worksites only)

The Branch Safety Leader or his designate is responsible for obtaining updates of Proposition 65 listed chemicals and providing new information to affected team members.

#### Safety Data Sheets (SDSs)

Legible SDS copies for all hazardous substances to which team members may be exposed must be readily available for review in their work area and during each work shift.

- The Branch Safety Leader(s) is responsible for obtaining the SDSs, reviewing them for completeness, maintaining the Master SDS binder for the branch and ensuring each truck has an SDS binder and an SDS for every chemical currently being used.
- BV-Development: The Supervisor for each job will maintain an SDS binder with an SDS for every chemical used at the job site.



- The Branch Safety Leader must review the SDS of any new product, before it is purchased, to determine the presence of carcinogenic or other extremely hazardous chemical.
- If SDSs are missing or new hazardous substance(s) in use do not have SDS, or if an SDS is obviously incomplete, please contact the Region Safety Manager immediately and a new SDS will be requested from the vendor/manufacturer. If BrightView is unable to obtain an SDS from the vendor/manufacturer within 25 calendar days of the request, the Region Safety Manager will contact the local OSHA compliance office for assistance.
- If a team member has a specific question or needs additional information on an SDS, please contact the Regional Safety Manager.

### **7.2.2 SDS Master Binder / Out-of-Service Binder and Retention**

The Branch Safety leader is responsible for maintaining a Master SDS binder and an Out-of-Service SDS binder for chemicals that are no longer used at the branch. The Master SDS binder is designated using a yellow binder with black lettering. The Out-of-Service SDS binder is designated using a red binder with yellow lettering.

When a new chemical is introduced at the branch, an in-service date (MM/DD/YY) shall be documented in the upper right corner of the SDS and then placed in Master SDS binder. SDS will be kept in alphabetical order by common name.

When a chemical is no longer being used in a branch, the SDS shall be removed from the Master SDS binder, an out-of-service date (MM/DD/YY) shall be documented in the upper right corner of the SDS and then placed in the Out-of-Service SDS binder. The SDS(s) in the Out-of-Service SDS binder must be retained for 30 years after it has been removed from service. The inventory list must be updated to reflect the chemical being placed out-of-service by highlighting the chemical in red and reflecting the corresponding date. Out-of-service SDS will be kept in alphabetical order by common name.

### **7.2.3 Labeling (All-Chemicals)**

The label on the chemical is intended to convey information about the hazards posed by the chemical through standardized label elements, including symbols, signal words and hazard statements. The labeling system to be used by BrightView will follow the requirements in the 2012 revision of the OSHA Hazard Communication Standard to be consistent with the United Nations Globally Harmonized System (GHS) of Classification of Labeling of Chemicals. However, pesticide chemicals used by BrightView will follow the labeling requirements of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.) the labeling regulations issued under the Act by the Environmental Protection Agency (EPA).

All chemical containers received from vendors (primary container), must be labeled and delivered with an SDS. The labels must be legible and prominently displayed on the container. A container which is not appropriately labeled should not be accepted for use until a label identifying the hazards associated with the chemical has been placed on it.

Before hazardous substance containers are released to the work area, the Branch Safety Leader will verify that all primary and secondary containers are properly labeled.

A secondary container or service container is typically one that is not initially labeled and used to hold material that has been transferred from the original, labeled container that was provided by the supplier. (e.g. back pack sprayers, bulk chemical dispensing units, storage tanks, etc.)

Supervisors and Crew Leaders will be relied upon to ensure that secondary containers and service containers are properly labeled.

### **7.2.4 Labeling Requirements (Pesticides)**

Any pesticide, as determined by the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.) is subject to the labeling requirements of that Act and the labeling regulations issued under the Act by the Environmental Protection Agency (EPA).

Although, the EPA does not require labels on secondary and service containers, the Department of Transportation and OSHA requirements may apply. BrightView has adopted the EPA's recommended secondary container guideline. <https://www.epa.gov/pesticide-labels/secondary-containers-and-service-containers-pesticides>

### **7.2.5 Emergency Planning and Community Right-to-Know Act (EPCRA)**

EPCRA is commonly known as SARA Title III and it sets requirements for local and state emergency planning around hazardous chemicals, the right of the public to access information on chemical hazards in their community, and the reporting responsibilities for facilities that use, store, and/or release hazardous chemicals.

The Regional Safety Manager and Director of Technical Services will review the branch List of Hazardous Substances to ensure that appropriate regulatory reporting requirements are met.

### **7.2.6 Outside Contractors / Multi-Employer Worksites**

The Facility Supervisor and Branch Safety Leader are responsible for ensuring that contractors are informed of the hazards associated with the chemicals that they may encounter during their work at a BrightView facility or jobsite. Using the Contractor Notification Form - Hazard Communication (Appendix D), each contractor must be notified of the location of chemicals and associated SDSs.

BrightView may also be responsible for ensuring that employees of contractors who are performing services at a BrightView facility or jobsite are adequately trained in Hazard Communication. This training includes SDS and label recognition.

Contractors must provide a copy of the SDS to the appropriate Branch Safety Leader or jobsite supervisor for any chemicals used by the contractor before using the chemical at any BrightView facility or jobsite.

At sites which are not owned or operated by BrightView, but where BrightView team members are providing services, the Branch Safety Leader must coordinate with the company that owns or operates the location to ensure that BrightView team members are adequately trained in appropriate hazard communication for the site.

### **7.2.7 Training**

Newly hired team members or team members that are exposed to new hazardous chemicals, must attend a hazard communication training that covers the following topics:

- An overview of the requirements in OSHA's Hazard Communication Standard
- Hazardous chemicals present in the workplace
- Operations where hazardous chemicals are used
- Location of the written hazard communication plan and where it may be reviewed
- How to understand and use the information in Safety Data Sheets
- Physical and health hazards of chemicals in the work area(s)
- How to understand and use the information on a label
  - What are pictograms?
  - What are the signal words?
  - What are hazard statements?
  - What are the precautionary statements?
- Methods used to detect the presence or release of hazardous chemicals in the work area.
- Steps taken to prevent or reduce exposure to these chemicals
- How team members can protect themselves from exposure to these hazardous chemicals through the use of engineering controls / work practices and personal protective equipment.
- Emergency procedures to follow if a team member is exposed to these chemicals

Prior to introducing a new chemical hazard into any work area, each team member in that work area will be given information and training as outlined above for the new chemical hazard.

Before team members perform special (non-routine) tasks that may expose them to hazardous chemicals, the Branch Safety Leader or designate will inform the team member about how to control exposure and what to do in an emergency.

BrightView will evaluate the hazards of these tasks and provide appropriate controls including PPE and all additional training as required.

The Branch Manager or his designate is responsible to ensure that team members receive training.

### 7.3 Pesticide Use and Handling

Every attempt shall be made to identify and control hazards associated with various types of pesticides used at BrightView and to reduce the likelihood of exposure to team members. This standard establishes methods to control and prevent team member exposure and unplanned spills and releases. If there are any questions about what is safe, we expect all team members to raise those questions to their supervisors and if necessary, to the technical services team.

#### 7.3.1 Compliance Responsibility

The Branch Manager is directly responsible for pesticide safety in his branch and supported by the advice from the Certified Operator in Charge COIC, who is listed on the branch pesticide license as the Certified Operator for the Branch. States may use slightly different terminology to recognize the COIC, some use the term terms such as Licensed or Certified to describe an Applicator or Operator who is in charge of pesticide operations for the branch. It is recommended that every branch maintain one or more extra certifications to support growth of new branches and to replace departing COIC's.

#### 7.3.2 Pesticide Purchasing, Receiving, Storage, and Control Protocols

##### Approved Materials:

- Only materials on the current Approved Materials list may be purchased by branches. The purpose of this list is to prevent the purchase of materials which might require the use of extraordinary protection or pose risk to our employees, customers or to the environment that we choose not to undertake.
- This list is updated annually by the Technical Directors for all divisions, consulting with division leaders as necessary. See Technical Directors for list of Approved Materials.
- Because of golf maintenance's intensive turf management requirements, that Division will create a supplemental list of Approved Materials, subject to review by the Technical Directors.
- Materials that might be excluded from this Approved Materials list include, but are not limited to:
  - Products with Danger Poison signal words on the label
  - Ineffective or less effective products
  - Products that require respiratory protection
  - Products which can be replaced by effective products with lower health or environmental risks
  - Products that might cause severe damage to landscape plants if misapplied.

##### Agronomic Plans:

- The Technical Director shall create Turf and Ornamental plans for each market where we self-perform lawn and landscape treatments.
- The purpose of the Turf and Ornamental Plans is to create safe and timely treatment programs that use effective materials that are available at pre-negotiated pricing from approved suppliers.
- These plans will include rates and timing of products used for fertilization and anticipated weed and pest problems in each market. These plans will also include the basic economics of their use.
- Variations:
  - If variations are thought to be needed, Managers should consult their Technical Director for Approval.
  - Outsourcing - Where fertilization and pest management services are outsourced to a subcontractor, treatment programs should be reviewed by the Technical Director and contractually required to meet all legal requirements to protect the landscape, our customers and our environment.

##### Chemical Containers:

- All chemical containers received from vendors, must be labeled and delivered with a Safety Data Sheet (SDS) and the pesticide label (see also below).
- The labels must be legible and prominently displayed on the container.
- A container which is not appropriately labeled shall not be accepted for use until a label identifying the hazards associated

with the chemical has been placed on it.

- Under the Globally Harmonized System for hazard communication, the SDSs will often contain a different signal word from the EPA approved product label because the EPA signal word system is designed specifically for use on weed and pest control products. Where signal words differ, the EPA Signal Word and label instructions determine the handling and application procedures we will follow.

#### Branch Storage:

- All pesticides received at the branch must be properly labeled and stored in a secure area (locked) where only properly trained and qualified team members may enter.
- Be sure to follow any state regulations.
- The materials must be stored under cover and free from weather and direct sunlight.
- Pesticides must be stored in appropriate and labeled containers placed off the ground.
- Material storage facilities shall provide double containment of all control products.
- This may be achieved by specially designed buildings, curbed storage areas, specially designed drum pallets, use of rubber trays or any combination of the above. Shelving and racks shall be metal or heavy plastic.

#### Eye Wash Stations:

- Eye Wash Stations must be located near the pesticide storage area or in the area where products are mixed.
- This preferably is a plumbed eye wash fountain and emergency shower.
- Where plumbing is not practical, the eyewash station should contain a tank with sufficient volume to irrigate eyes for 15 continuous minutes.
- This station must be kept in a clean and serviceable condition.

### **7.3.3 Pesticide Labeling and Transportation Protocols**

#### Proper Labeling of Secondary/Transfer/Service Containers:

- Anything containing pesticide must be labeled at all times
  - All bulk chemical dispensing units must have a label which replicates the information on the vendor's label.
  - The chemical trade name identified on the container must match the name on the EPA-registered product label.

#### Service Container

- The pesticide service containers must also be properly labeled with the name and hazards found on the EPA-registered product label.
- Be sure to follow any state regulations. A spreader transported with pesticide is considered a service container.
- Properly empty the spreader after the job or label it with chemical name and hazards.
- The service container label must contain containing the following information from
- the original label:
  - Product trade name
  - The complete ingredients statement
  - The product signal word
  - EPA registration number
  - The words "Keep Out of Reach of Children"
  - Name, address and phone number of the transporting branch
  - Additionally a complete copy of the original label and a copy of the SDS must be in the same vehicle as the service container.

#### Transportation

- The appropriate SDS must be kept on the truck or trailer for team member reference and in the event of a spill.
- Where practical, product should be kept in the original labeled container. If it is necessary to transport product in a small service container, that container must be labeled as directed in Section 5.1 of this standard.
- When transporting product, adhere to the following:
  - If a product label is damaged or becomes unreadable, it must be replaced with a readable label. If no replacement label is immediately available, write the information on the container.
  - Pesticide shall never be placed in an unlabeled container.

- Carry only the products and amounts that you reasonably expect to use before the next day.
- All products must be stored in locked containers when not in the direct control of a trained pesticide operator/applicator.
- Each vehicle must be equipped with materials to contain any product spilled.

### **7.3.4 Preparation, Mixing and Field Application Protocols**

#### Measuring and Mixing

- All products must be measured and mixed according to label instructions.
- Measuring devices are to be used for control products only.
- Glass measuring devices are prohibited because they can break and leave the operator/applicator without a suitable measuring method.
- Any container used to transport and measure, such as a Tip 'N Pour bottle or product, must be properly labeled.
- Measuring devices must be appropriately sized and graduated to measure accurately.
- Measuring cups or beakers must be triple rinsed after each use, and rinsate placed in the sprayer or tank being filled.
- Where possible, measure and mix on a pickup tailgate or over paved surface, not near a storm or sewer drain.
- Never mix over lawns or ornamental beds.
- When graduation marks are no longer visible on the measuring device, it must be replaced.
- The liquid in site tubes on tanks must be visible.
- Add water to the tank or backpack before adding the control product.
- Thoroughly agitate the tank mixture or shake the backpack to mix materials after filling, and before using a mixture that has been sitting for several minutes.
- Mix only the product you reasonably expect to use during the day.
- Avoid having mixed product remain in a backpack over the weekend.

#### Backpack Setup and Maintenance

Treatment equipment including backpacks should be inspected daily:

- Repair any leaks.
- Replace/repair valves that do not shut off tightly.
- Clean screens.
- Check lid to ensure that it does not leak.
- Check straps to ensure that they are sound and clean.
- Check pump to ensure that it pressurizes the sprayer.
- Keep exterior surface clean.
- When in use, the backpack must have the lid tightly in place.

#### Proper Spray Tips - Backpacks

- Backpack nozzle must be either a TeeJet 8004LP or a TeeJet XTR8006VS.
- These nozzles are not sold with the backpack and must be purchased separately.
- Note that they have the same size hole.
- Replace nozzles that are damaged or worn.

#### Personal Protective Equipment (PPE)

- Each product label specifies the PPE required to be worn when applying the product.
- Team members must follow label instruction for PPE and as a minimum must wear the following PPE when using pest control products:
  - Long sleeved shirt, long pants
  - Safety vest
  - Eye protection
  - Chemical resistant gloves
  - Work boots and socks
  - Hat when spraying overhead
- Additional equipment may be required per label instructions, such as:
  - Faceshield

- Coveralls
- Chemical-resistant boots
- Chemical-resistant apron
- A NIOSH-certified mist or dust mask is a respirator. Use of respirators is not permitted without medical prescreening. Company policy prohibits the use of products that would require the use of a respirator except for our Golf Division.
  - ✓ Use of respirators is not permitted without medical prescreening
  - ✓ The Company will not provide these services except for those golf employees who apply approved products requiring respiratory protection.

#### Personal Hygiene

- Wash hands after using control products and before eating, drinking, smoking or using the bathroom.
- Wear a clean uniform every day.
- If you spill control product on your clothes, remove clothing immediately.

### **7.3.5 Emergency Procedures**

#### Spill Prevention

Plan to prevent spills from happening and to respond effectively when they do occur.

- Check equipment and storage containers for leaks daily before leaving the branch.
- Be sure all fittings are tight, and that pumps, hoses and application equipment do not leak under pressure.
- Insure that all pesticides are secured under lock and key.
- Vehicles with spray tanks should be equipped with appropriate spill management equipment.
  - Both round and square point shovels for containing and cleaning up spills.
  - Heavy duty 3 mil refuse or contractor bags to hold spill cleanup material.
  - Extra PPE and paper coveralls in case clothes become contaminated.
  - Additional spill equipment such as containment snakes or adsorbents.
  - The Lesco Attack pack for spills is a prepackaged kit that can be carried behind the vehicle seat.
  - Labels, SDSs and fill charts for all products on the vehicle.
  - Spill cleanup procedure guide.
- Office staff should be trained to gather appropriate information should a spill be reported, and have ready access to the spill reporting form.
- When spills occur, plan to respond with plenty of people equipped with extra PPE and cleanup equipment.
- Each branch that applies control products must maintain a branch spill emergency kit which should include the following:
  - Spill pillows
  - 25 lbs. of cat litter type absorbent
  - Heavy duty trash bags
  - Extra PPE
  - Box of Spic N' Span
  - Scoop shove and broom
  - This material should be stored in a sealed trash container and maintained in an area accessible to anyone in the event of a large spill that cannot be handled with the small onboard spill kit.

#### Spill Handling and Containment

- If the spill has resulted from an accident, be sure that first aid is administered to injured parties first.
- Maintain awareness of traffic and cone off spill area.
- Keep bystanders away.

## **7.4 Silica Exposure**

This section addresses the written exposure plan to limit worker exposures to respirable crystalline silica and include methods used to protect workers as well as procedures to restrict access to work areas where high exposures may occur. Exposure to respirable crystalline silica can cause silicosis, lung cancer, other respiratory diseases, and kidney disease. Exposure can occur during common construction tasks such as using masonry saws, grinders, drills, jackhammers and handheld powered chipping tools; operating vehicle-mounted drilling rigs; milling; operating crushing machines; and

using heavy equipment for demolition or certain other tasks. The procedure does not apply where exposures will remain low under any foreseeable conditions; for example, when only performing tasks such as mixing mortar; pouring concrete footers, slab foundation and foundation walls; and removing concrete formwork.

#### **7.4.1 Medical Surveillance**

Regardless of which exposure control method is utilized, any team member, who is assigned to wear a respirator 30 or more days per year shall be offered a medical exam, including chest x-rays and pulmonary function tests at the Company's expense. Such exams shall be conducted by a PLHCP.

For team members who opt in for medical exams, an initial (baseline) medical examination shall be offered within 30 days after initial assignment, unless the employee has received a medical examination that meets the requirements of this section within the last three years.

Medical exams shall consist of medical and work history, with emphasis on:

- Past, present, and anticipated exposure to respirable crystalline silica, dust, and other agents affecting the respiratory system
- Any history of respiratory system dysfunction, including signs and symptoms of respiratory disease (e.g., shortness of breath, cough, wheezing)
- History of tuberculosis; and smoking status and history
- A physical examination with special emphasis on the respiratory system
- A chest X-ray (a single posteroanterior radiographic projection or radiograph of the chest at full inspiration recorded on either film (no less than 14 x 17 inches and no more than 16 x 17 inches) or digital radiography systems), interpreted and classified according to the International Labor Office (ILO) International Classification of Radiographs of Pneumoconiosis by a NIOSH-certified B Reader
- A pulmonary function test to include forced vital capacity (FVC) and forced expiratory volume in one second (FEV1) and FEV1/FVC ratio, administered by a spirometry technician with a current certificate from a NIOSH-approved spirometry course
- Testing for latent tuberculosis infection; and
- Any other tests deemed appropriate by the PLHCP

Medical exams for these team members shall be offered every 3 years during active employment and while work assignments continue as applicable.

#### **7.4.2 Information Provided to the PLHCP**

The branch shall ensure that the examining PLHCP has a copy of this standard, and shall provide the PLHCP with the following information:

- A description of the team member's former, current, and anticipated duties as they relate to the team member's occupational exposure to respirable crystalline silica
- The team member's former, current, and anticipated levels of occupational exposure to respirable crystalline silica
- A description of any personal protective equipment used or to be used by the team member, including when and for how long the employee has used or will use that equipment; and
- Information from records of employment-related medical examinations previously provided to the team member and currently within the control of the employer

#### **7.4.3 Written Report for the Team Member**

The branch shall ensure that the PLHCP explains to the employee the results of the medical examination and provides each employee with a written medical report within 30 days of each medical examination performed. The written report shall contain:

- A statement indicating the results of the medical examination, including any medical condition(s) that would place the employee at increased risk of material impairment to health from exposure to respirable crystalline silica and any medical conditions that require further evaluation or treatment
- Any recommended limitations on the employee's use of respirators



- Any recommended limitations on the employee's exposure to respirable crystalline silica; and
- A statement that the employee should be examined by a specialist if the chest X-ray provided in accordance with this section is classified as 1/0 or higher by the B Reader, or if referral to a specialist is otherwise deemed appropriate by the PLHCP.

#### **7.4.4 PLHCP Written Opinion for the Branch**

The branch shall obtain a written medical opinion from the PLHCP within 30 days of the medical examination. The written opinion shall contain only the following:

- The date of the examination;
- A statement that the examination has met the requirements of this section; and
- Any recommended limitations on the employee's use of respirators.

If the team member provides written authorization, the written opinion shall also contain either or both of the following:

- Any recommended limitations on the employee's exposure to respirable crystalline silica;
- A statement that the employee should be examined by a specialist if the chest X-ray provided in accordance with this section is classified as 1/0 or higher by the B Reader, or if referral to a specialist is otherwise deemed appropriate by the PLHCP

The branch shall ensure that each team member receives a copy of the written medical opinion within 30 days of each medical examination performed.

#### **7.4.5 Additional Examinations**

If the PLHCP's written medical opinion indicates that a team member should be examined by a specialist, the branch shall make available a medical examination by a specialist within 30 days after receiving the PLHCP's written opinion.

- The branch shall ensure that the examining specialist is provided with all of the information that the branch is obligated to provide to the PLHCP.
- The branch shall ensure that the specialist explains to the team member the results of the medical examination and provides each team member with a written medical report within 30 days of the examination.
- The branch shall obtain a written opinion from the specialist within 30 days of the medical examination.

#### **7.4.6 Retention of Records**

Exposure records and medical records for both active and inactive affected team members shall be retained in accordance with 29 CFR 1910.1020. Any team member declining a medical exam in connection with this procedure shall do so in writing, and such declination shall be retained in the employee file.

#### **7.4.7 Subcontractors Requirements**

Subcontractors are required to have a written exposure control plan if their job scope will involve performing any type of work where there is the risk of silica exposure. Subcontractors are required to provide their team members with the training requirements herein.

#### **7.4.8 Indoor or Enclosed Areas**

For tasks performed indoors or in enclosed areas, branch shall provide a means of exhaust as needed to minimize the accumulation of visible airborne dust:

- For tasks performed using wet methods, apply water at flow rates sufficient to minimize release of visible dust;
- For measures implemented that include an enclosed cab or booth, ensure that the enclosed cab or booth:
  - Is maintained as free as practicable from settled dust;
  - Has door seals and closing mechanisms that work properly;
  - Has gaskets and seals that are in good condition and working properly;
  - Is under positive pressure maintained through continuous delivery of fresh air;
  - Has intake air that is filtered through a filter that is 95% efficient in the 0.3-10.0  $\mu\text{m}$  range (e.g., MERV-16 or better);
  - Has heating or cooling capabilities

#### **7.4.9 Determining Hours of Potential Exposure**

Where a team member performs more than one task during the course of a shift, and the total duration of all tasks combined is more than four hours, the required respiratory protection for each task is the respiratory protection specified for more than four hours per shift. If the total duration of all tasks combined is less than four hours, the required respiratory protection for each task is the respiratory protection specified for less than four hours per shift.

#### **7.4.10 Alternative Exposure Control Methods**

This procedure requires that only engineering controls, work practices and respiratory protection be used by BrightView team members. No alternative exposure control methods are authorized. Whereas BrightView adopts the controls, practices and protections, no objective data, measuring of permissible exposure limits, or additional monitoring is required by OSHA standards or this SOP.

#### **7.4.11 Housekeeping Practices and Prohibitions**

This procedure shall not allow:

- Dry sweeping or dry brushing where such activity could contribute to employee exposure to respirable crystalline silica unless wet sweeping, HEPA-filtered vacuuming or other methods that minimize the likelihood of exposure are not feasible, nor
- Compressed air to be used to clean clothing or surfaces where such activity could contribute to employee exposure to respirable crystalline silica unless:
  1. The compressed air is used in conjunction with a ventilation system that effectively captures the dust cloud created by the compressed air; or
  2. No alternative method is feasible

#### **7.4.12 Access To Work Areas**

In order to minimize potential exposure, access to work areas where silica exposure is a potential hazard shall be restricted to only those team members required and trained to execute the production tasks necessary. This shall include areas of exposure generated by other contractors or property owners.

Potential exposure areas shall be identified during pre-construction planning, jobsite pre-task planning, Take 2 briefings, or daily morning huddles, and all team members shall be adequately informed of the restricted area.

Restricted areas shall be marked with red “Danger” tape in order to clearly identify the potential hazard. Upon completing the associated production tasks, the “Danger” tape shall be removed by the team member who posted it, or their designee.

### **7.5 Voluntary Respiratory Protection**

In their jobs at BrightView, some team members may perform tasks which cause respiratory discomfort but which do not pose a health risk. In these cases, BrightView will not require that respiratory protection be worn. When use of a respirator will help to alleviate irritation and when the respirator itself is judged to pose no additional risk to the wearer, BrightView team members will be allowed to voluntarily use a particulate filtering facepiece respirator also known as a dust mask for comfort reasons.

#### **7.5.1 Procedures / Responsibilities**

BrightView locations with team members who desire to use respiratory protection for comfort reasons shall:

- Be provided the required equipment by Branch Management only.
- Ensure that only a particulate filtering facepiece respirator also referred to as a dust mask is used. Other types of respirators must be approved by the EHS department.
- Ensure that use of a dust mask does not interfere with team member’s ability to work safely.
- Ensure that dust masks are not dirty, contaminated or damaged.
- Provide information contained in the Mandatory Information for Employees Using Respirators When Not Required under the Standard of this procedure to all team members who voluntarily use respirators and document on an Employee Training and Certification form.

Team members who choose to use respiratory protection shall:

- Read and understand the information contained in the Mandatory Information for Employees Using Respirators When Not Required under the Standard of this procedure.
- Inspect their respirators before each use. If respirator is dirty, contaminated or damaged, the respirator must be disposed of and replaced.
- If a respirator other than a dust mask is needed, the team member must contact his/her supervisor prior to using another type of respirator.
- Report any problems to their supervisor or branch management.

## SECTION 8 – OSHA Topics

### 8.1 OSHA Inspection and Protocol

OSHA can and will conduct inspections without advance notice. Inspections can cover the entire work place or a few operations. BrightView has developed an OSHA inspection and protocol procedure to ensure a uniform process to coordinate the communication, response and attitude of management to an inspection and steps to insure completion of the appropriate follow-up in the event of an OSHA inspection.

#### 8.1.1 OSHA Inspections

The Occupational Safety and Health Administration (OSHA) is authorized to conduct workplace inspections to determine whether employers are complying with standards issued by the agency for safe and healthful workplaces. Many states have their own occupational safety and health programs, and regularly inspect workplaces. Inspections are usually conducted without advance notice and can be conducted for one or more of the following reasons:

Imminent Danger Situations - any condition where there is reasonable danger that a situation exists that can be expected to immediately cause death or serious harm.

Catastrophes and Fatal Accidents – investigation of fatalities and accidents resulting in the hospitalization of one or more employees.

Employee Complaints

Programmed Inspections – based on injury rates, previous citation history, and employee exposure to toxic substances or random computerized selection.

#### 8.1.2 Procedures / Responsibilities

Initial Response to Unannounced OSHA Visit – Branch Facility

- When an individual arrives at a branch and presents credentials as an OSHA Compliance Safety and Health Officer (officer), the receptionist should direct or escort the officer to an appropriate waiting area. The Compliance Officer should be treated courteously at all times. First impressions by the officer often dictate the course of the inspection.
- The receptionist should immediately contact the Branch Manager and the Branch Safety Leader and notify them of the presence of the officer at the branch. The Branch Manager or designee should then advise the Region Safety Manager by phone there is an OSHA Compliance Officer at the branch.
- The Branch Manager or designee will then ask to see the officer's credentials. An OSHA Compliance Officer carries either U.S. or the state's Department of Labor credentials bearing their photograph and a serial number. In every case, verify the authenticity of the compliance officer's identification by calling the nearest OSHA office.

Initial Response to Unannounced OSHA Visit – Job Site

- When an individual arrives at a job site and presents credentials as an OSHA Compliance Safety and Health Officer, the crew leader should direct or escort the officer to an appropriate waiting area. The officer should be treated courteously at all times. First impressions by the officer often dictate the course of the inspection.

- The crew leader should immediately contact their Production Manager, who in turn should immediately contact the Branch Manager and the Branch Safety Leader and notify them of the presence of the compliance officer at the branch. The Branch Manager or Branch Safety Leader should then advise the Region Safety Manager by phone there is an OSHA Compliance Officer at a job site. The Branch Manager or Branch Safety Leader will immediately dispatch to the job site.
- Under no circumstances should the officer be kept waiting more than a brief period of time.
- Upon arrival, the Branch Manager or Branch Safety leader will then ask to see the officer's credentials. An OSHA Compliance Officer carries either U.S. or the state's Department of Labor credentials bearing their photograph and a serial number. In every case, verify the authenticity of the compliance officer's identification by calling the nearest OSHA office.
- DO NOT allow the officer unescorted access at the branch or job site.

#### Opening Conference

- After the presentation of credentials to the BrightView Management, but before an inspection is actually conducted, the officer will conduct an informal opening conference. Generally, the officer will explain the purpose of the visit and will outline the scope of the inspection, including the scope of the physical inspection of the branch and/or work site, the records to be reviewed, and whether management and/or private employee interviews will be conducted.
- If the officer requests private interviews with members of management, the Branch Manager must contact Corporate Counsel prior to the interview taking place.
- The opening conference must be attended by the Branch Manager or his designee. The Branch Manager must also conference call in the Regional Support Staff (SVP, VP/HR, VPGM, EH&S) and the Corporate EHS Director for participation during the opening conference.

#### The Walk around Inspection

After the opening conference, the officer will walk through the facility to inspect for safety and health hazards. At a minimum, the officer will likely ask for documentation of the following:

- OSHA 300 Logs for the current year and up to the previous five years.
- Compliance with the hazard communication standard
- Recordkeeping for team member training

When branch management members and other team members accompany the officer on an inspection, they should be respectful while firmly standing up for the company, rights and viewpoints. The conduct of the company personnel shall be in accordance with the following guidelines:

- Do not physically interfere with the officer when they are making the inspection
- Do not give false or misleading information
- Accompany the officer at all times during the inspection
- Answers to an officer's questions are to be responsive to the question asked. Do not offer any information beyond the scope of the question. Avoid making any statement that could be construed as an admission of a violation of any recognized health standard.
- Do not discuss with the officer any previous safety inspections.
- If the officer wants to take photographs, branch management will also take photographs of the area from the same and different angles. The officer will not share his photographs.
- Watch and take notes regarding all activities of the officer. Notes should be detailed and should include such pertinent information as to the name(s) of the officer(s), time of arrival, activities of the officer, amount of time spent at each location, comments about violations and potential citations, who was interviewed, what was said, etc.
- Immediately correct minor but apparent safety problems in order to help establish the company "**good faith**" effort to comply with all OSHA health and safety standards.

- The officer cannot and will not act in a consultative capacity. If they see or if the company, personnel points out a violation, the OSHA compliance officer must issue a citation.
- There are no time limits specifying how long an inspector may remain on the premises.

### Closing Conference

After the walk around inspection, a closing conference is held with the officer. The Branch Manager, Regional Support Staff, Corporate EHS Director, Corporate Counsel and Executive Leadership members will be present or on the conference call during the closing conference. The officer will discuss all unsafe and unhealthy situations observed and will identify all applicable sections of the standards which may have been violated. Management will insure that all violations are understood. Management and team members will not admit violation or indicate how long it will take to correct a potential violation.

### Post Inspection Activities

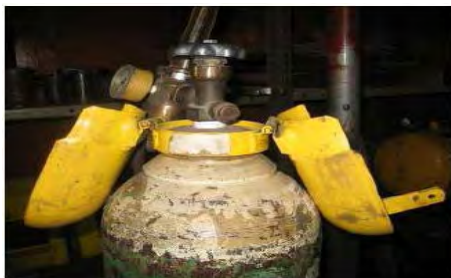
- Violations are considered to be “alleged violations” until they become a final order of the Occupational Safety and Health Review Commission.
- The Company may contest (appeal), in writing any part of the citation within 15 working days after it has been received.
- The citation must be posted in the work place for three days following its receipt or until the condition creating the alleged violation is corrected.
- Management will ask for clarification about any point(s) an officer raises that they don’t understand.
- Management and team members will not admit to violating any safety standard.
- If the Company contests (appeals) an alleged violation, copies of the appeal will be posted at the work site.
- Time limits to correct violations generally range from five to 30 days, unless an extension is requested.
- Time limits will be given in person at the closing conference or mailed within 30 days in a written report of the inspection findings.
- Follow-up action will be documented in writing, by Regional and Executive Leadership, listing specific action steps, the individual accountable, and the target date for completion.
- Branch Management must have authorization from Director of EHS and Corporate Counsel before paying any fines associated with the citations.
- Branch and Regional Leadership are responsible for completing all corrective actions.
- OSHA inspection reports, The Company response, and all correspondence to and from OSHA will be retained permanently by the offices of EHS and Corporate Counsel.

## 8.2 Compressed Gas

Compressed gas cylinders can be dangerous if not handled correctly. They contain gases that vary in chemical properties from inert and harmless, to toxic and explosive. In addition, the high pressures of these gases constitute a serious hazard in the event that they are exposed to physical damage or heat extremes. For this reason, BrightView has established regulations to ensure that compressed gas cylinders are safely stored and handled.

### 8.2.1 Storage Procedures

All “in-service” compressed gas cylinders shall be stored with the valve closed and the protective valve cover screwed on, hand tight. This enables storage of the cylinder with the regulator connected. The “clamshell” valve covers (as depicted below) can be purchased at any welding supply store and are the required method for storing compressed gas cylinders at BrightView Branch or jobsite locations.



- Oxygen cylinders shall not be stored near combustible material, especially oil or grease.
- Any spare oxygen cylinders shall be stored separately from fuel gas cylinders, such as acetylene, or from other combustible materials at a minimum distance of 20 feet.
- Compressed gas cylinders must conform to the design standard/specification approved by the State in which it is being used. The verification certificate and the cylinder shall bear all certification marks as needed.
- Compressed gas cylinders shall be legibly marked with either the trade or chemical name of their contents. Whenever practical, the marking shall be on the shoulder of the cylinder. All storage areas for spare cylinders shall be posted prominently with the types of gases stored there.
- In-service compressed gas cylinders shall be stored in a vertical valve-end-up position and chained to a stationary object (i.e. a welding cart as depicted below) or secured in a specially constructed storage rack, in the upright position, to prevent them from falling over. Empty cylinders or cylinders awaiting exchange, shall be marked “EMPTY”, stored with their valves closed, manufacturer’s protective valve caps securely in place, and separated from full cylinders.



- Compressed gas cylinders shall be stored away from heat sources in well-ventilated, dry spaces.
- Compressed gas cylinders shall have pressure relief devices installed and properly maintained.

### 8.2.2 Handling Procedures

- Only employees who have been trained in proper handling procedures should be allowed to use or move compressed gas cylinders. The user is responsible for checking the identity of the gas before use, and for checking the hydrostatic test date. If the cylinder content is unknown or test date expired, the cylinder shall not be used.
- Cylinder valves shall be closed before moving cylinders. Valve protection caps shall not be used for lifting cylinders from one vertical position to another.
- Before connecting an oxygen cylinder for use, make sure hands are free of oil or grease, and after removing the valve protection cap, clear the opening of dust particles or any foreign matter. Point the valve away from the body, nearby persons, and any source of ignition. After attaching the regulator, stand to one side and away from the regulator face. Then open the cylinder valve slowly to prevent pressure in the regulator from rising too rapidly.
- Cylinders shall not be placed where they might become part of an electric circuit.



### 8.2.3 Inspection and Testing

Compressed gas cylinders shall be inspected by the user prior to and during use to determine that cylinders are in a safe condition for use. Inspect for corrosion, valve damage and for leaks. Never use a flame to detect leaks. Use a soapy water solution or product manufactured specifically for leak detection.

## 8.3 Confined Space

This section establishes BrightView guidelines for working in confined spaces that may contain atmospheres that are hazardous to employees.

This section applies to both employees and contractors who may perform confined space entry as outlined in this policy. It is the responsibility of the supervisor or manager on duty to ensure that both groups follow proper procedures.

### 8.3.1 What Is a Confined Space?

A confined space is defined to be one that is:

- Large enough and configured such that an employee can bodily enter and perform assigned work.
- Has limited means of entry or exit (for example, tanks, vessels, silos, pits, storage bins, hoppers, vaults).
- Is not designed for continuous occupancy by employees or contractor personnel.

A hazardous atmosphere is any atmosphere that may expose employees to the risk of injury, death, incapacitation or acute illness from one or more of the following causes:

- Flammable gas, vapor or mist in concentrations in excess of 10 percent of its lower flammable limit (LFL).
- Airborne combustible dust in concentrations that meet or exceed its LFL (obscures vision at 5 feet - 1.52m or less).
- Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent.
- Atmospheric concentration of any substance in excess of the permissible exposure limit published in OSHA's 29 CFR 1910.1000, Subpart G or Subpart Z.
- Atmospheric concentration of naturally occurring radioactive material of 50 microroentgens or more.
- Any other atmospheric condition that is immediately dangerous to life or health.

### 8.3.2 Preparation of Confined Space

Crew Leaders/Supervisors shall perform a written assessment of their site to determine if there are any confined spaces by using the definition listed above.

Once a space is identified as a confined space it must be determined whether or not it is a permit or non-permit-required confined space.

Before entering the interior of any confined space (regardless of whether or not a permit is required), it should be drained and flushed. Disconnect all lines to the space, which may carry harmful agents to ensure that no vapors or fluids can leak into the confined space area. Lockout and tag all necessary pumps, motors or any other energy source to ensure complete isolation of the confined space. All established electrical lockout/tagout procedures for equipment isolation shall be followed. (See Lockout/Tagout policy.)

The use of purging and mechanical ventilation should be considered prior to entering confined spaces unless conditions prevent use. Ventilation equipment must be hazard classed for the area in which it will be used (i.e., Class I, Division II explosive-proof fans may be required if ventilation is used).

*NOTE:* Special considerations must be given to tanks that are being purged with an inert gas. "Normal" combustible gas indicators will not accurately measure combustible gas in a tank being purged with an inert gas. Special instruments, such as a MSA tank scope, must be used to accurately monitor combustible gas in an inert atmosphere. Consult with the Regional EHS Manager for the use of a tank scope instrument.

### 8.3.3 Testing Confined Space Atmospheres

Confined space atmospheres shall be tested for spaces requiring a permit with a calibrated direct-reading instrument in the following order:



- Oxygen content: The percentage of oxygen for unprotected entry into a confined space shall be no less than 19.5 percent or greater than 23.5 percent.
- Flammable gases and vapors.
- Potential toxic air contaminants.

Testing should occur as close as practical to the time the work is to begin and should be recorded on the Entry Permit. Testing shall be performed continuously while personnel are inside the confined space.

In such instances where entry is required to test the atmosphere, the individual conducting the test shall wear a SCBA (self-contained breathing apparatus) or airline positive pressure respirator with egress bottle. Proper respiratory protection procedures should be followed.

#### **8.3.4 Determining Permit Required Confined Space**

A permit-required confined space means a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an entrant.
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor, which slopes downward and tapers to a smaller cross section.
- Contains any other recognized serious safety or health hazard.

All confined spaces that are determined to require a permit must have portable or fixed danger signs posted at all points of entry to the confined space. Signs shall state:

#### **DANGER - PERMIT-REQUIRED CONFINED SPACE DO NOT ENTER**

Work in such confined space will not be allowed until a confined space Entry Permit form is completed and a safety meeting covering the form has been held. Permits must have an expiration time and will not be valid for shifts other than the one in which the work started.

The permit shall be placed in a transparent envelope or large zip-lock bag at the entrance of the confined space during performance of work. A copy of the form shall be retained on file at the site location or field office where the work occurred for at least one year upon completion of the work.

#### **8.3.5 Determining Non-Permit Required Confined Space**

A non-permit required confined space is a space that does not contain, or with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm. The supervisor must develop monitoring and inspection data to support this claim. (If entry is necessary to obtain the data, entry should be performed in compliance with this policy.) The testing of actual or potentially hazardous atmospheres is accomplished by:

- Safely removing entrance cover.
- Guarding the entrance with barrier.
- Testing internal atmosphere with a calibrated, direct-reading instrument, in the following order:
  1. Oxygen content (lack of oxygen will cause erroneous readings of flammables and toxins).
  2. Flammable gases and vapors.
  3. Potential toxic air contaminants.

**NOTE:** Gases have different densities and may stratify in layers. Test space before entering at 4-foot intervals, in direction of travel and from side to side.

- Documenting testing results on the Pre-Entry/Entry Checklist.

After a ruling has been made for permit or non-permit required confined spaces, the supervisor should follow the procedures set forth below. If changes occur in the use of configuration of the space, the supervisor will re-evaluate the space following

the same procedure. No one may enter a confined space without reviewing the procedures, obtaining a permit (if one is required) and complying with the provisions of this policy.

### 8.3.6 Confined Space Entry

All locations containing confined spaces shall create a written, site-specific plan documenting procedures for entering each confined space at that site, including whether or not a permit is required. The plan shall include, at a minimum:

- Assessment of the hazard.
- Precautions to be taken while in the confined space.
- Personal protective equipment to be used.
- Personnel required to perform a rescue, if one is needed.
- Rescue equipment, which might be needed.
- Methods for ongoing communication between entrants, attendants, entry supervisors, and rescue team.
- Tools or other special equipment needed.
- Specific procedures for authorized entrants, standby personnel, entry supervisors, and rescue/emergency services.

### 8.3.7 Personal Protective Equipment (PPE)

Entry into a confined space requiring a permit is strictly prohibited without proper personal protective and gas monitoring equipment. Company personnel authorized to enter a toxic, oxygen deficient or combustible atmosphere shall be provided with the proper respiratory equipment and operating instructions. This equipment shall be checked prior to use to ensure operability, and employees using such equipment shall follow the guidelines listed in the Respiratory Protection policy. Contractor personnel entering a hazardous atmosphere should provide their own proper respiratory equipment while conforming to this policy.

### 8.3.8 Stand-By Person(s) and Rescue

Regardless of whether a permit is required to enter a confined space, an employee shall be posted outside the entry/exit of any confined space while employees are inside in order to handle emergencies. Circumstances may require more than one person be posted at different entry points. If the personnel inside the confined space are in distress, the standby person shall don his respiratory equipment before entering the space to assist regardless of whether or not the personnel inside the space have donned such equipment.

**Note: Be advised that ONLY non-entry rescue should be attempted by BrightView personnel. All other rescue operations should be attempted by trained rescue personnel. Should you require immediate emergency assistance, call an EMT (911).**

The standby person(s) shall be in constant communication by the most practical means available with the individual in the confined space. Safety belts and lifelines will be used by persons entering a confined space that is suspected to have a hazardous atmosphere. These lines shall be attended by the standby person(s).

### 8.3.9 Training

Entry into confined spaces is strictly prohibited for employees or contractors who have not been trained in safe entry procedures. Training shall include but not be limited to:

- Types of confined space to be entered.
- Chemical or physical hazards which may be involved.
- Proper work practices and techniques.
- Atmospheric testing procedures.
- Personal protective equipment to be used.
- Rescue procedures.

**All members of a rescue team shall practice rescue procedures once every 12 months by means of a simulated drill and all shall be trained in CPR/First Aid.** All new employees shall be trained prior to their first confined space entry work. Retraining shall be performed annually or when there is a change in assigned duties, when there is a change in permit space operations that present a hazard about which an employee has not previously trained, when there is reason to believe that there are deviations from the permit space entry procedures originally planned, or when there are inadequacies in the

employee's knowledge or use of these procedures. All training shall be documented, outlining site-specific training names and signatures of the instructor and participants and date of training, and copied to the Regional EHS Manager and the employee's personnel file.

## 8.4 Cranes and Rigging

This section is to establish minimum standard requirements for personnel involved in the use of various types of cranes and the rigging of the loads to be lifted.

### 8.4.1 Definitions

#### Rigging Equipment:

- Wire Rope – wire rope is made of steel wires laid together to form a strand. These strands are laid together to form a rope.
- Synthetic Web Slings – synthetic web slings are commonly made of nylon, however several other materials are used as well.
- Nylon resists most alcohols, aldehydes, alkalis, and hydrocarbons. It is not recommended for use around acids.
- Chain – chain is made from many different strength of alloy steel. Only use approved (certified with tag attached) alloy chain slings for lifting a load.
- Shackle – shackles are made from Weldless Construction Forged Alloy Steel.
- Eye Bolts – eyebolts are made from forged alloy steel. Always use eyebolts of the shoulder type made from alloy steel (Check with vendor to make sure of markings to identify forged alloy steel).

#### Crane Classifications / Types:

- Overhead Crane (EOT) – overhead cranes, also called bridge cranes, can be manually or electric operated.
- Mobile Cranes – a mobile crane is described as a piece of equipment designed to lift, transport and land a load. The mobile crane can be transported via roadways. All mobile cranes should have identification plates on all components, such as: the carrier, house, outrigger counterweights, boom sections, and jib. The identification tag will list the manufacturer's name, and the weight of the unit. Components must be used on the original machine or identical models of the same manufacturer.
- Boom Truck – boom trucks are available with varying types of boom hoist and outriggers. Boom Trucks are very versatile and travel roadways frequently.

#### Crane Equipment:

- Bridge Structure – the runway on which the crane runs up and down the building is called rails.
- Trolley – this is a frame which consists of end trucks, a drive motor, a hoist motor, a drum with wire rope and a hoist block.
- Hoist Assembly – the hoist assembly consists of hoist motor, speed reducer, hoist brake, drum, and wire rope, hoist blocks and hooks.
- Outriggers – used to level and stabilize a boom truck/crane. Prior to using a boom truck/crane the outriggers must be extended and the unit leveled and properly cribbed.
- Capacity Chart – the chart shows the capacities at different load weights, load radii, boom lengths, boom angles, and operating quadrants.
- Boom Angle Indicator – use the angle indicator with the capacity chart to calculate the safe load capacity.
- Jib – an external section of boom that can be added to the main section to increase the operating radius.
- Ground Conditions – the ground conditions must be suitable to operate a crane safely. The surface must have enough stability and bearing capacity to support all loads out on it by the crane.
- Outrigger Blocking – any blocking under the outrigger float should be at least three times larger in area than the float; it should be rigid and completely support the total area.
- Crane Leveling – the actual stability of a crane is based on the level principle.
- Quadrants of Operation – the quadrants of operation diagram for a particular crane gives the approved working areas of that crane. Each crane type has different quadrants of operation. Lifting is approved only in those areas for which ratings are shown in the chart.

### 8.4.2 Procedure

The following general precautions shall be taken when operating or working around various types of cranes or rigging loads to be lifted.

#### Operator Qualification and Operating Practices

- Only the following personnel shall operate a crane: designated operators, or operator trainees under the direct supervision or a designated operator.
- Operators shall be required to pass a practical operating examination. Examination shall be limited to the specific type equipment, which he/she will operate.
- The operator shall not engage in any practice, which will divert his attention while actually engaged in operating the crane.
- When physically or mentally unfit, an operator shall not engage in the operation of equipment.
- When positioning a crane in a confined area, a trained signal person shall be used to direct the operator.
- The operator shall respond to signals from the person who is directing the lift or an appointed signal person. When a signal person is not required as part of the operation, the operator is then responsible for the lifts. However, the operator shall obey a stop signal at all times, no matter who gives it.
- Each operator shall be held responsible for those operations under the operator's direct control. Whenever there is any doubt as to safety, the operator shall consult with the crew leader/supervisor before handling the loads.

#### Standard Signals

- Standard signals to the operator shall be in accordance with the ANSI Standard B30.5, unless voice communication equipment (telephone, radio, or equivalent) is utilized. Signals shall be discernible or audible at all times. No response shall be made unless signals are clearly understood.

#### Operating Near Electrical Power Lines

Except where the electrical distribution and transmission lines have been de-energized and visibly grounded at point of work or where insulating barriers not a part of or an attachment to the crane have been erected to prevent physical contact with the lines, cranes shall be operated proximate to, under, over, by, or near power lines in accordance with the following:

- For lines rated 50kV or below, minimum clearance between the lines and any part of the crane or load shall be 10 feet.
- For lines rated over 50kV minimum clearance between the lines and any part of the crane or load shall be 10 feet plus 0.4 inch for each 1 kV over 50 kV, or use twice the length of the line insulator but never less than 10 feet.
- In transit with no load and boom lowered the clearance shall be a minimum of four feet.
- A person shall be designated to observe the clearance and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means.
- Cage-type boom guards, insulating links, or proximity warning devices may be on cranes, but the use of such devices shall not operate to alter the requirements of ANSI Standard B30.5 even if such devices are required by law or regulation.
- Before the commencement of operations near electrical lines, the person responsible for the job shall notify the owners of the lines or their authorized representative providing them with all pertinent information and requesting their cooperation.

### 8.4.3 Critical Lifts

Critical lifts are those where the gross load weight is more than 75% of the rated capacity of the crane. When lifting load weights heavier than 75% of the rated capacity it is mandatory that the following precautions be taken.

- A Critical Lift Plan must be prepared with a drawing or print, of the rigging job and will be presented to the BrightView Leadership in charge of the job. A copy of the approved plan will be on file for a minimum of 10 consecutive days.
- The plan must include ground conditions, outrigger blocking, boom foot pins must be absolutely level and noted, load weight must be determined, center of gravity of load, exact radius, exact boom length, boom angle, balance reeving, check weight of rigging, must have an experienced operator, wind effects if over 20 MPH consider postponing if over 30 MPH lift will be denied.
- Proper barricades and area signage must be posted and in place before lift is to begin

#### 8.4.4 Annual Crane / Boom Truck Inspection

- The boom and other structural components, as well as the hoist assembly and hook, must be inspected annually by a qualified external company recognized by OCHS/OSHA.
- BrightView reserves the right to review any Annual Crane Inspection before the equipment is authorized to perform work.
- Cranes/Boom Trucks with an out of date inspection cannot perform work for BrightView.
- NOTE: All inspections must be fully recorded in the crane logbook, and must be dated and signed by the inspector.
- All internal bridge cranes must be inspected annually. The rail shall have the rated capacity stenciled on them.
- A pre-shift inspection will be conducted on the crane prior to beginning work and the inspection will be documented on the proper form.

NOTE: The record should be readily available and kept at the jobsite or in the crane

#### 8.4.5 Rigging

- Only certified slings will be used for lifting loads.
- All slings, chains, wire rope, and any lifting apparatus must be inspected annually by a qualified external company recognized by OCHS/OSHA.

**NOTE:** A copy of the inspection should be readily available and kept in each jobsite or office location.

- Daily visual inspections are intended to detect serious damage or deterioration, which would weaken the sling before it is put in use. The inspection is usually performed by the person using the sling in a day-to-day job.

#### 8.4.6 Man Basket Safety

- A bridle sling used to support the basket must have a master link or shackle to evenly distribute the weight.
- The bridle sling and any other rigging attachments used for manbasket hoisting shall not be used for any other purpose.
- Before personnel use a basket, trial lifts with the anticipated weight must be made to any location(s) where the basket may be positioned.

NOTE: trial lifts shall be performed every time the crane is repositioned.

- The total weight of the loaded platform and related rigging shall not exceed 50% of the rated capacity for the radius and configuration of the crane.
- The number of employees occupying the personnel platform shall not exceed the number required for the work being performed.
- If the hoist line is non-rotating wire rope, the safety factor must be 10:1.
- A crane must have a flip over, positive type device
- The crane must have a flip over, positive type hook latch on cable hook.
- Manbasket must be lowered under power.
- Equipped with anti-stop block device
- Personnel in manbasket must be tied off to cable above headache ball and not to the basket.
- The BrightView person in charge of the job requiring a manbasket must approve the use of a manbasket prior to the commencement of the job.

#### 8.4.7 Training

- All BrightView employees who operate mobile cranes and boom trucks shall be certified to ANSI B30.5 standard prior to operating and recertified every four years.
- All employees who are required to conduct hand signals and communication with the crane/boom truck operator will be trained prior to working in this position.
- All employees who are required to conduct rigging operations shall be certified to the ANSI B30.5 standard and recertified every four years.

## 8.5 Electrical

To ensure that BrightView employees, customers/clients, contractors and visitors health and safety are protected during any electrical work activity or exposure.

### 8.5.1 Responsibilities

Crew Leader/ Supervisor and Branch Management

- Maintain a safe work environment and to assist in verifying that electrical equipment is installed in accordance with applicable codes.
- Ensure the safety of their employees and mitigate hazards within their area of responsibility.
- Provide awareness training to all employees and to observe their work practices.

#### Employee

- Test electrical equipment when de-energized.
- Understand and follow the Standard Operating Procedures (SOP), regulatory codes and standards prior to performing electrical work.
- Be aware of potential electrical hazards.
- Use non-conducting or insulated tools and the proper personal protective equipment when working around electricity.
- Stay at least 10 feet away from overhead power lines.
- Never use damaged power tools / electrical cords.
- Do not touch wet electrical tools, equipment, or cords.
- Have knowledge and understand the emergency procedures.
- Immediately report any work related injury / illness.

#### Environmental, Health and Safety Department

- Assist in the coordination of the appropriate training of qualified and unqualified workers.
- Provide electrical safety guidelines that is necessary for the practical safeguarding of employees in their workplace.
- Conduct periodic inspections of work sites to assure that electrical safety guidelines are being followed and provide assistance with corrective actions that may be necessary.

### **8.5.2 General Requirements**

#### Grounding

- Grounding a tool or electrical system means intentionally creating a low-resistance path that connects to the earth. This prevents the buildup or voltages that could cause an electrical accident.
- A service or system ground is designed primarily to protect machines, tools, and insulation against damage.
- An equipment ground helps protect the equipment operator. It furnishes a second path for the current to pass through from the tool or machine to the ground. This additional ground safeguards the operator if a malfunction causes the tool's metal frame to become energized.

#### Guarding

- Guarding involves locating or enclosing electric equipment to make sure people don't accidentally come into contact with its live parts. Effective guarding requires equipment with exposed parts operating at 50 volts or more to be placed where it is accessible only to authorized people qualified to work in it.
- Equipment of 50 volts or more shall be guarded against accidental contact by approved cabinets or other enclosure of or other means such as;
  - By location in a room
  - By suitable permanent, substantial partition or screen
  - By placement
  - By elevation of 8 feet or greater
  - Entrances with exposed parts, shall be marked "Danger", "Warning" or "Caution" Electrical Equipment – Approved Entrant Only"
- Equipment over 600 volts:
  - Installation accessible to qualified persons only
  - Working spaces must be according to their minimum clearances
- Entrances Must Be Locked At All Times

- Entrances must have warning signs: “Danger”, “Warning” or “Caution”, and beneath that, appropriate concise wording that alerts people to the hazard or gives an instruction, such as “Danger/High Voltage / Keep Out”.

### Circuit Protection Devices

- Circuit protection devices limit or stop the flow of current automatically in the event of a ground fault, overload, or short circuit in the wiring system (i.e. fuses, circuit breakers, ground-fault circuit interrupters, and arc-fault circuit interrupters).
- Fuses and Circuit Breakers open or break the circuit automatically from too much current flow. Typically, a fuse then melts and a circuit breaker trips the circuit open. Fuses and circuit breakers are designed to protect conductors and equipment. They prevent wires and other components from overheating and open the circuit when there is a risk of a ground fault.

### Ground-Fault Circuit Interrupters

GFCIs, are used in wet locations, construction sites, and other high-risk areas. These devices interrupt the flow of electricity within as little as 1/40<sup>th</sup> of a second to prevent electrocution. GFCIs compare the amount of current going into electric equipment with the amount of current returning from it along the circuit conductors. If the difference exceeds 5 milliamperes, the device automatically shuts off the electric power.

### Arc-Fault Device

Arc-fault devices provide protection from the effects of arc-faults by recognizing characteristics unique to arcing and by functioning to de-energize the circuit when an arc-fault is detected.

## **8.5.3 Protection**

### Protection against Electrical Hazards

Safe work practices is a protection, some include:

- De-energizing electric equipment before inspection or repair
- Employees will treat exposed de-energized parts as live when working on or around the equipment
- Keeping electric tools properly maintained
- Exercising caution when working near energized lines
- Using appropriate protective equipment

### Protection against Metal Parts That Become Energized

- A break in an electric tools or machine insulation can cause its metal parts to become hot or energized, meaning that they conduct electricity. Touching these energized parts can result in an electrical shock, burn, or electrocution. The protection when using electrical tools or machines is to establish a low resistant wire that directs unwanted current directly to the ground.

### Protection against Unexpected Equipment Startup

- Proper lockout / tagout procedures protect you from the dangers of the accidental / unexpected startup of electrical equipment. Securing tagging the switch or controls of the machine or equipment being locked out of service is an identification mark that the equipment or circuits are being inspected or repaired.

NOTE: One individual lock and key should be issued to each worker authorized to lockout and tag the equipment. All employees who repair a given piece of equipment should lockout its switch with an individual lock. Only authorized workers should be permitted to remove it.

### Protection from Overhead Power Lines

- Maintain a safe distance to the overhead power lines and for very high-voltage lines. Ground any equipment such as cranes that can become energized.
- Employees unqualified to work with electricity, as well as mechanical equipment, should remain at least 10 feet away from the overhead power lines. If the voltage is more than 50,000 volts, the clearance increases by 4 inches for each additional 10,000 volts.
- Qualified employees must adhere to the approach distances in Table S5 when working in the vicinity of overhead lines.



TABLE S5

Voltage range (phase to phase) Minimum approach distance

Voltage range (phase to phase)	Minimum approach distance	Avoid Contact
300V and less		
Over 300V, not over 750V	1 ft. 0 in.	(30.5 cm)
Over 750V, not over 2kV	1 ft. 6 in.	(46 cm)
Over 2kV, not over 15kV	2 ft. 0 in.	(61 cm)
Over 15kV, not over 37kV	3 ft. 0 in.	(91 cm)
Over 37kV, not over 87.5kV	3 ft. 6 in.	(107 cm)
Over 87.5kV, not over 121kV	4 ft. 0 in.	(122 cm)
Over 121kV, not over 140kV	4 ft. 6 in.	(137 cm)

#### Tool Safety

- Tools must be maintained regularly to protect workers against electric hazards. Check each tool before using it. If you find a defect, immediately remove it from service and tag it so no one will use it until it has been repaired or replaced.
- When using a tool to handle energized conductors, check to make sure it is designed and constructed to withstand the voltages and stresses to which it has been exposed.
- Use only portable ladders with non-conductive side rails.

#### 8.5.4 Basic Electrical Safety Guide

- Personal Protective Equipment (PPE) must be tested prior to its use. (I.e. gloves must be tested to confirm no tears or pin holes).
- All conductive clothing or apparel shall not be worn unless it is rendered non-conductive by covering, wrapping or other insulating means.
- All work areas containing exposed energized parts or equipment will be properly illuminated before employees are permitted to enter that work area.
- Use protective shields, barriers, or insulating materials when working near exposed energized parts.
- Ensure all wiring and electrical equipment conforms to all the applicable codes, laws, regulations, and good practices.
- Unused openings in cabinets, boxes and fittings shall be effectively closed for systems over 600 volts.
- Covers for boxes shall be permanently marked “High Voltage”.
- Unless specifically permitted, flexible cords and cables may not be used for the following:
  - As a substitute for fixed wiring
  - Run through holes in wall, ceilings or floors
  - Run through doorway, window or similar areas
  - Attached to building surfaces
  - Concealed behind building walls, ceiling or floor
- Install electrical equipment in accordance with area restrictions based on real or potential hazards (for example, explosion-proof fixtures, hazardous location classifications, size voltage, type, etc.).
- Ensure grounding of all electrical equipment, including powered hand tools. Equip all electrical equipment with a ground fault circuit interrupter (GFCI).
- Use extension cords only on a temporary basis where fixed wiring is not available. Ensure that they are free from defects, use only in dry areas. *NOTE: Do not present a tripping hazard.*
- Do not use extension cords to lift or pull equipment. Never tie extension cords or knot them together as this increases the rated resistance and places undue stress upon the insulation and or insulators.
- Label electrical equipment:
  - All circuitry must be accurately and clearly labeled.
  - Mark all disconnecting means, circuitry and/or over-current devices to indicate their purpose.
  - Electrical panels, main switches, and transformers must be labeled as to their voltage, current, wattage or other ratings as necessary.
  - 600 volt equipment or greater must have controlled access for qualified personnel only.

- Guard and secure live electrical equipment.
- Guard live parts of electrical equipment operating at fifty (50) volts or more against accidental contact by the use of approved cabinets or other methods of isolation to which only qualified persons have access.
- Do not work on live equipment unless a specific procedure is developed to ensure employee protection.’
- Hazardous locations must be marked as such and clearly state the entry is restricted to qualified individuals.
- Maintain electrical equipment and systems.
- Inspect electrical equipment on a periodic basis.
- Repair or replace exposed wires, frayed cords, and deteriorated insulation.
- Keep junction boxes, outlets, switches, and fittings covered.
- Ensure cord and plug-connected equipment has grounded connections (for example, electrical appliances, vacuums, blowers, etc.).
- Ensure portable electric hand tools are either double insulated or grounded. Do not remove the third grounding prong or use adapters that do not connect.
- Only qualified workers can test instruments and equipment.

#### Electrical Hazards:

- Inadequate wiring
- Exposed electrical parts
- Using the wrong PPE and tools
- Ungrounded electrical systems and tools
- Overloaded circuits
- Overhead power lines
- Wires with bad insulation
- Damaged power tools and equipment
- Working with electricity in wet/damp environments

#### Protective Measures

- Proper grounding
- Use of fuses and circuit breakers
- Proper use of flexible cords
- Using GFCIs
- Guarding live parts
- Training

### 8.5.5 Emergency Action

If a person is “frozen” to a live electrical contact, shut off the current immediately. If this is not possible, use boards, poles, or sticks made of *wood or any other non-conducting materials* and safely push or pull the person away from the contact. It is important to act quickly, while remembering to avoid electrocution or shock.

NOTE: Report all incidents immediately to your Crew Leader/Supervisor or BrightView Management.

### 8.5.6 Training

- BrightView employees involved with electrical work / activity of any sort are at risk and shall be trained in general electrical safety, work practices and procedures.
- Qualified persons shall at a minimum be trained in and familiar with exposed live parts, have skills necessary to determine the nominal voltage of exposed live parts, and know the clearance distances and the corresponding voltages to which the qualified person will be exposed.

## 8.6 Excavation

It is the policy at BrightView to permit only trained and authorized personnel to create or work in excavations. This plan is for both our daily and occasional excavation workers.

### 8.6.1 Scope

Any excavation that is 4' or more in depth will have a **competent person** at the site at all times while work is in progress and will utilize one or more of the following protective systems:

- **Sloping and Benching** - A method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. **Note:** Excavations greater than 20 feet deep shall be designed by a registered engineer.
- **Shoring** - A structure such as a metal hydraulic, or mechanical system that supports the sides of an excavation and which is designed to prevent cave-ins.
- **Shielding** - A structure that is able to withstand the forces imposed on it by a cave-in and thereby protecting the employees within the structure

### 8.6.2 Access and Egress

A stairway, ladder, or ramp or other safe means of egress shall be located in trench excavations that are 4' or more in depth so as to require no more than 25ft. of lateral travel for employees. If a ladder is used it will extend no less than 36" above the top of the trench and be secured.

### 8.6.3 Utilities

Before any excavation begins, the State's one-call center should be notified to locate any underground utilities.

### 8.6.4 Vehicular Traffic

Employees exposed to public vehicular traffic shall be provided with, and shall wear, Class 2 or Class 3 warning vests. The classification is dependent on the vehicle speed and proximity of the traffic.

### 8.6.5 Exposure to Falling Loads

No employee shall be permitted underneath loads handled by lifting or digging equipment. Use of tag lines and control devices will be used to move or swing loads.

### 8.6.6 Mobile Equipment

When mobile equipment is operated adjacent to an excavation, a warning system shall be utilized, such as barricades, hand or mechanical signals or stop logs.

### 8.6.7 Hazardous Atmosphere

Where a hazardous atmosphere exists, or could reasonably be expected to exist, the atmosphere in the excavation shall be tested before employees enter. The company's policy for Confined Space will be followed.

### 8.6.8 Protection of Employees from Loose Rock or Soil

Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. All employees will be required to wear company approved hard hats in all excavations.

All excavated spoil piles, materials, and equipment shall be kept at least **two feet** from the edge of the excavation.

### 8.6.9 Inspections

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard-increasing occurrence.

### 8.6.10 Fall Protection

Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails, shall be provided, per OSHA standards.

Adequate barrier physical protection shall be provided at all excavation sites. Examples would be plastic fencing, wood covers, wood railings, etc. All excavations will be covered or barricaded at the end of each day for protection from the public, subcontractors, and employees. Keep excavations back-filled as closely as possible to excavation work.

Fall protection will be provided for employees working near the top edge of an excavation. Examples of fall protection to be used shall be either a warning line system or guardrail system per OSHA specifications.

#### **8.6.11 Soil Classifications**

There are four classifications of soils and the Maximum allowable slopes for each type:

1. Stable Rock: Vertical (90 degrees)
2. Type A: ¾:1 (53 degrees)
3. Type B: 1/1 (45 degrees)
4. Type C: 1 ½:1 (34 degrees)

It is the policy of BrightView to treat all soils as Type C soils. All work associated with excavations will be treated as Type C soils.

#### **8.6.12 Stability of Adjacent Structures**

Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

#### **8.6.13 Hazards of Water**

Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation.

The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

#### **8.6.14 Emergency Action Plan**

The competent person will review an emergency action plan with all affected employees before an excavation begins. Each emergency action plan will be site specific depending on the conditions the competent person finds.

#### **8.6.15 Competent Person**

OSHA defines competent person as “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.”

#### **8.6.16 Training**

Training will be provided to all employees who will work in or around any open excavations. Additional training is provided to all crew leaders/supervisors/foreman that will be involved in any excavations on our job sites.

All crew leaders/supervisors/foreman that finish the training will be certified competent persons for trenching and shoring. Any competent person will remain on the job where the excavation is taking place at all times. Refresher training will be conducted annually to maintain “Competent Person Status”. The following training topics will be covered:

- Soil Classification
- Inspections
- Hazardous Conditions
- Proper Use of Trench Shields and Trench Boxes
- Proper Benching and Sloping Procedures
- Emergency Plans for Excavations

### **8.6.17 Installation and Removal of Protective Systems**

Members of support systems shall be securely connected together to prevent sliding, falling, kick outs, or other predictable failure.

Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system. Individual members of support systems shall not be subjected to loads exceeding which those members were designed to withstand.

Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation. Backfilling shall progress together with the removal of support systems from excavations.

## **8.7 Fall Protection**

BrightView recognizes its responsibility to exercise due diligence in preventing worker injuries. Every reasonable attempt shall be made to identify fall hazards and to control and reduce the likelihood of falls from heights in our workplace. This policy establishes methods to control and prevent falls from heights and the procedures for training team members on these methods.

### **8.7.1 Procedure / Protocol**

Affected team members will be trained on these procedures before exposing them to a fall from heights six (6) feet or greater to a lower level. The training must include:

- Identifying potential and existing fall hazards.
- Identifying tasks that expose team members to falls from heights.
- Identification, solutions, prevention and controls for fall exposures.
- Application and use of personal fall restraint and or fall arrest systems.
- Understanding what is expected of the team member.

All affected team members shall be protected from falls from heights six (6) feet or greater to a lower level.

All tasks with a fall from heights greater than six (6) feet to a lower level shall have a Take 2 Job Safety Briefing completed. No work will be performed until all fall hazards are controlled.

Affected team members must don personal fall arrest system components before commencing work where a fall hazard has been identified. Such equipment consists of an anchorage point, lanyard, and full body harness.

Only affected team members trained in elevated work and fall protection are permitted to perform it.

All places of BrightView employment such as worksites, branches, and facilities shall be kept clean and orderly, and in a sanitary condition in an effort to reduce or eliminate fall hazards.

### **8.7.2 Worksite Assessment**

All fall exposure tasks will have a Take 2 Pre-Task Job Safety Briefing completed. No work will be performed until fall risks are controlled and/or prevented. This fall protection plan is intended to anticipate the particular fall hazards in which our team members may be exposed. Specifically:

- Inspect the area to determine what fall hazards exist or may arise during the course of work
- Identify the hazards and select the appropriate measures and equipment
- Give specific and appropriate instructions to team members to prevent exposure to unsafe conditions
- Ensure team members follow procedures given and understand training provided

Example of potential fall hazard exposures:

- Raised planters
- Roof-top/green roofs
- Aerial lifts/bucket trucks
- River walkway planters
- Holes, including skylights
- Walkways and ramps

### 8.7.3 Fall Protection Systems

As of the implementation date of this SOP, BrightView team members shall only purchase fall protection equipment that is ANSI compliant and/or have written approval of a Regional EHS Manager or EHS Director.

- All fall protection systems shall consist of ANSI Z359 approved components and include:
  - Hazard specific full body harness with dorsal D ring attachment point
  - Six (6) foot lanyard or
  - Self-retracting lanyard for desired length
  - Anchorage point capable of holding 5,000 pounds per team member connected
- All components used in a personal fall arrest system shall be compatible with one another.
- All components will be visually inspected prior to each use for wear, damage or deterioration.
- All components shall be annually inspected by a competent person. This inspection shall be documented using Appendix B.
- Personal fall arrest systems subjected to impact loading **shall be taken out of service immediately** and not used again until recertified for use by the manufacturer.
- Snap-hooks may not be connected unless they are the locking type and are designed for this type of application.
- When the personal fall arrest systems are not in use, the products shall be stored away from chemicals, moisture and ultraviolet light.
- Team members shall follow the instructions for use, inspection, and cleaning as outlined by the manufacturer.

### 8.7.4 Anchorage Point

- Fall protection systems shall be attached to anchorage points approved by the site competent person.
- For fall arrest systems, the anchor point must be capable of supporting a minimum tensile strength of 5,000 pounds per team member connected.
- For fall prevention (restraint) systems, the anchor point must be capable of supporting a static load of 1,000 pounds per team member connected.

### 8.7.5 Warning Line Systems / Designated Monitor Systems

If the Take 2 Pre Job Safety Briefing identifies a fall hazard which cannot be feasibly abated using conventional fall restraint or fall arrest systems, no worker shall be permitted to work in the area exposing them to the fall hazard. Alternate means of fall protection and/or prevention, such as warning line systems or the use of designated safety monitor may be approved but must be preceded by the completion of a written site specific fall prevention plan drafted by a competent person.

Site specific plans may be used if review and approved by a Regional EHS Manager

### 8.7.6 Working above Water

In certain situations team members may also be exposed to water hazards when performing elevated work six feet or more. In these situations a competent person shall evaluate the specific hazards and approve a customized site specific fall protection plan. In addition team members shall don a Coast Guard approved floatation device over their Personal Fall Arrest System.

### 8.7.7 Aerial Lifts

- Authorized team members shall receive adequate training in both safe aerial lift operations and personal fall arrest systems from a qualified or competent person prior to operating an aerial lift.
- Team members working with aerial lifts must work within the confines of the basket with their feet on the deck and be anchored to a pre-engineered anchor point with a full body harness and three foot safety lanyard or six foot self-retracting lanyard.
- Only trained and authorized team members may operate aerial lifts.
- Aerial lifts shall be inspected prior to each use.
- When a lift is received from the rental company, team members shall request a copy of the most recent annual inspection. Company owned aerial lifts shall have the inspection documentation located within the lift.
- Bucket trucks shall have a current annual dielectric inspection available at all times.

### 8.7.8 Fall Protection Training

- Under no circumstances shall team members conduct work in areas where they may be exposed to fall hazards until they have successfully completed fall protection training conducted by a Competent Person.
- This policy does not apply to the following as the fall protection guidelines vary for each and are addressed under separate OSHA standards.
  - Scaffolds
  - Portable ladders
- The training program includes classroom instruction and operational training on recognition and prevention of unsafe conditions and the regulations applicable to their work environment for each specific fall hazard the team member may encounter. Training shall also include means of self and assisted rescue.
- Branch management will identify all current and new team members whose duties require working from heights greater than 6 feet.
- Refresher training will be delivered not less than every two years.

## 8.8 Fire Prevention

The basic objective of fire protection is to prevent personal injury and loss of life due to unwanted fire in the workplace. The most important factors to consider in providing adequate team member safety in a fire situation are the availability of access to safe areas, and team member training as to the proper procedures to follow in the event of a fire.

This section is in place at BrightView to control and reduce the possibility of fire and to specify the type of equipment to use in case of fire. This plan addresses the following issues:

- Major work place fire hazards and their proper handling and storage procedures
- Potential ignition sources for fires and their control procedures
- Type of fire protection equipment or systems which can control a fire
- Regular job titles of personnel responsible for maintenance of equipment and systems installed to prevent or control ignition of fires and for control of fuel source hazards.

Under this section, our team members will be informed of the plan's purpose, preferred means of reporting fires and other emergencies, types of evacuation to be used in various emergency situations, and the alarm system. The plan is closely tied to our emergency action plan where procedures are described for emergency escape procedures and route assignments, procedures to account for all team members after emergency evacuation has been completed, rescue and



medical duties for those team members who perform them. Please see the Emergency Action Plan for this information.

- Branch Safety Leaders are primarily responsible for overall management of this plan with direction from Regional EHS Managers.
- The Corporate Safety Department will review and update the plan as necessary. This written plan is available, upon request, to team members, their designated representatives, and any OSHA officials who ask to see it.
- We strive for clear understanding, safe behavior, and involvement in the program from every level of the company.

### **8.8.1 Branch Manager and Branch Safety Leader Responsibilities**

- Work with the Regional EHS Manager to develop a fire prevention plan for regular and after-hours work conditions.
- Immediately notify the fire or police departments, and the building owner/superintendent (if applicable) in the event of a fire affecting the office.
- Integrate the fire prevention plan with the existing general emergency plan covering the building occupied.
- Distribute procedures for reporting a fire, the location of fire exits, and evacuation routes to each team member.
- Conduct drills to acquaint the team members with fire procedures, and to judge their effectiveness.
- Satisfy all local fire codes and regulations as specified.
- Train designated team members in the use of fire extinguishers and the application of medical fire-aid techniques.
- Training and re-training on the proper use of fire extinguishing equipment will be performed annually.
- Perform monthly inspections on fire extinguishers.
- Keep key management personnel home telephone numbers in a safe place in the office for immediate use in the event of a fire. Distribute a copy of the list to key persons to be retained in their homes for use in communicating a fire occurring during non-work hours.
- Decide to remain in or evacuate the workplace in the event of a fire.
- If evacuation is deemed necessary, the safety leader ensures that:
  - All team members are notified and a head count is taken to confirm total evacuation of all team members.
  - When practical, equipment is placed and locked in storage rooms or desk for protection.
  - The building owner/superintendent is contacted, informed of the action taken, and asked to assist in coordinating security protection (where applicable).
  - In locations where the building owner/superintendent is not available, security measures to protect team member records and property are arranged as necessary.

In addition, other responsibilities include those unique to the facility. The Branch Manager/Branch Safety Leader will be responsible for coordinating all fire training and housekeeping management and take necessary actions to keep the facility free of hazards and fire ignition potential. All foremen and supervisors will be required to be on the jobsite at all times during working operations and performing similar fire protection responsibilities.

### **8.8.2 Workplace Fire Hazards**

- It is the intent of this company to assure that hazardous accumulations of combustible waste materials are controlled so that a fast developing fire, rapid spread of toxic smoke, or an explosion will not occur. Team Members are to be made aware of the hazardous properties of materials in their workplace, and the degree of hazard each poses.

- Fire prevention measures must be developed for all fire hazards found. Once team members are made aware of the fire hazards in their work areas, they must be trained in the fire prevention measures developed and use them in the course of their work. For example, oil soaked rags must be treated differently than general paper trash in office areas. In addition, large accumulations of waste paper or corrugated boxes, etc., can pose a significant fire hazard. Accumulations of materials, which can cause large fires or generate dense smoke that are easily ignited or may start from spontaneous combustion, are the types of materials with which this fire prevention plan is concerned. Such combustible materials may be easily ignited by matches, welder's sparks, cigarettes and similar low-level energy ignition sources. It is the intent of this company to prevent such accumulation of materials. Daily jobsite inspections should be implemented and coordinating clean-up details as deemed necessary.
- Fuel is used throughout the facility as an energy source for various systems or equipment. This fuel can be a significant fire hazard and must be monitored and controlled.
- All combustible liquids (i.e., diesel fuel, motor oils and hydraulic fluids) will be stored in containment systems that are capable of containment of 150% of liquid in the event of leaks or puncture.
- All fuel should be stored and transported in portable Type 1 or Type II fuel metal containers.

### **8.8.3 Potential Ignition Sources**

Flammable or combustible materials may not ignite on their own without an external source of ignition. The following procedures are used to control known ignition sources at this company:

- No smoking around possible ignition sources.
- Proper storage of all combustibles (fertilizer, chemicals, fuel, etc.) according to the BrightView Hazard Communication Program.

### **8.8.4 Maintenance of Fire Protection Equipment**

- Various fire protection equipment is located each branch office to protect from the various types of fire hazards. In addition, fire hoses with nozzles are also present at some locations to prevent fires. They are located at various places throughout some facilities.
- Once hazards are evaluated and equipment is installed to control them that equipment must be monitored on a regular basis to make sure it continues to function properly. The following personnel are responsible for maintaining equipment and systems installed to prevent or control fires: Branch Manager and/or Branch Safety Leader. These individuals follow strict guidelines for maintaining the equipment.
- All equipment will be inspected and maintained on an annual basis by a Qualified Vendor.

### **8.8.5 Housekeeping Procedures**

- Our company controls accumulations of flammable and combustible waste materials and residues so that they do not contribute to a fire. Ensure your branch is following procedures to eliminate or minimize the risk of fire due to improperly stored or disposed of materials.
- Every Branch Safety Leader should ensure that there is no heavy vegetation or dry combustible grasses on or near our facilities that would pose a potential hazard.

### **8.8.6 Training**

- OSHA requires training on this plan's content. At the time of a fire, team members should know what type of evacuation is necessary and what their role is in carrying out the plan. In cases where the fire is large, total and immediate evacuation of all team members is necessary. In smaller fires, a partial evacuation of non-essential team members with a delayed evacuation of others may be necessary for continued operation. We must ensure that team members know what is expected of them during a fire to assure their safety.

- BrightView has chosen to give all team members a thorough briefing on initial assignment through the New Team Member Safety Orientation. Training should include:
  - What to do if the team member discovers fire
  - Demonstration of alarm, if more than one type exists
  - How to recognize fire exits
  - Evacuation routes
  - Assisting team members with disabilities
  - Measures to contain fire (i.e., closing office doors, windows, etc. in immediate vicinity)
  - Head count procedures (according to Emergency Action Plan in the case of evacuation)
  - Return to building after the “all clear” signal

Because failure to comply with company policy concerning fire prevention can result in OSHA citations and fines as well as team member injury, a team member who does not comply with this program shall be disciplined.

## 8.9 Floor and Wall Openings

This procedure will apply to temporary or emergency conditions where there is a danger of employees or materials falling through floor or wall opening and from stairways or runways.

### 8.9.1 Guarding of Floor Openings and Floor Holes

- All floor openings must be guarded by a standard railing and toe boards or cover. A railing must be provided on all exposed sides, except for entrances to stairways.
- All ladder way floor openings or platforms must be guarded by standard railings with standard toe boards on all exposed sides, except at entrance to opening. The passage through the railing must either be provided with a swinging gate or so offset that a person cannot walk directly into the opening.
- All hatchways and chute floor openings must be guarded by one of the following:
  - Hinged covers of standard strength and construction and a standard railing with only the exposed side. When the opening is not in use, the cover must be closed or the exposed side must be guarded at both top and intermediate positions by a removable standard railings.
  - A removable standard railing with toe board on not more than two side of the opening and fixed standard railings with toe boards on all other exposed sides. The removable railing must be kept in place when the opening is not in use and should preferably be hinged or otherwise mounted so as to be conveniently replaceable.
- All pits and trap-door floor openings must be guarded by floor opening covers of standard strength and construction. While the cover is not in place, the pit or trap openings must be protected on all exposed sides by removable standard railings.
- Manhole floor openings must be guarded by standard covers, which need not be hinged in place. While the cover is not in place, the manhole opening must be protected by standard railings.
- All temporary floor openings must have standard railings.
- Floor holes, into which persons can accidentally walk, must be guarded by either a standard railing with standard toe board on all exposed sides or a floor hole cover of standard strength and construction that is secured against accidental displacement. While the cover is not in place, the floor hole must be protected by a standard railing.
- Where doors or gates open directly on a stairway, a platform must be provided and the swing of the door must not reduce the effective width of the platform to less than 20 inches.

### 8.9.2 Guarding of Wall Openings

Wall openings, from which there is a drop of more than 4 feet and the bottom of the opening is less than 3 feet above the working surface, must be guarded as follows:

- When the height and placement of the opening in relation to the working surface is such that either a standard rail or intermediate rail will effectively reduce the danger of falling, one or both must be provided.
- The bottom of a wall opening, which is less than 4 inches above the working surface, regardless of width, must be protected by a standard toe board or an enclosing screen of solid construction.

Any extension platform outside a wall opening onto which materials can be hoisted for handling must have side rails or equivalent guards of standard specification. One side of an extension platform may have removable railings in order to facilitate handling materials.

### 8.9.3 Guarding of Open Sided Floors –

- Every open-sided floor or platform 6 feet or more above adjacent floor or ground level must be guarded by a standard railing on all open sides, except where there is entrance to a ramp, stairway or fixed ladder. The railing must be provided with a standard toe board wherever, beneath the open sides, persons can pass or there is moving machinery or there is equipment with which falling materials could create a hazard.
- **STANDARD RAILING** For wood railings, the posts must be of at least 2 inch by 4-inch stock, spaced not to exceed 8 feet. The top rail must be of at least 2 inch by 5-inch stock and the intermediate rail must be of at least 1 inch by 6-inch stock. All anchoring of posts and framing of members for railings of all types must be of such construction that the completed structure must be capable of withstanding a load of least 200 pounds, applied in any direction at any point on the top rail, with a minimum of deflection.
- All runways must be guarded by a standard railing on all open sides and 4 feet or more above the floor or ground level. Wherever tools, machine parts or materials are likely to be used on the runway, a toe board must also be provided on each exposed side.
- Where employees entering the runways thereby becoming exposed to machinery, electrical equipment or other dangers that are not a falling hazard, additional guarding must be provided.
- Regardless of height, open-sided floors, walkways, platforms adjacent to dangerous equipment, pickling or galvanizing tanks, decreasing units and similar hazards must be guarded with a standard railing and toe board.

## 8.10 Hand and Power Tools

The purpose of this section is to establish guidelines for the operation, maintenance, safety, and training for hand and portable power tools used by BrightView employees and its contractors.

### 8.10.1 Operating Requirements

The following contains requirements for the proper use of various types of hand and portable power tools. Most tools have similar hazards however, if there are questions as to the proper and safe use of a tool, consult the manufacturer's tool manual and/or your Regional EHS Manager. *Do not use a tool if you are unsure how to use it in a safe manner.*

Portable Power Tools: - portable power tools can be hazardous when improperly used. There are several types of portable power tools; based on the power source they use electric, pneumatic, liquid fuel, hydraulic and powder-actuated.

The following general precautions shall be observed by portable power tool users:

- Read the owner's manual to understand the tool's proper applications, limitations, operation, and hazards
- Select tool based on the task it is designed for. Only use attachments specifically recommended for the portable power tool and ensure they are properly installed
- Inspect the tool for damage including the cord, guards, alignment, binding of components or any condition that would affect the tool's safe operation.
- Avoid excessive force trying to make cutting tools cut faster
- Use the tool at the rate for which it is designed to prevent excessive wear and maintain control
- Maintain tool control by keeping a tight grip on the tool and using the tool's safe handle

- Do not operate a portable power tool under the influence of medications and/or alcohol or if you are tired or distracted.
- Never carry a tool by the cord or hose
- Never remove prongs from any cords
- Never stand in or near water when using tools
- Never “yank” the cord of the hose to disconnect it from the receptacle
- Keep cords and hoses away from heat, oil and sharp edges
- Replace all frayed and/or damaged extension cords. Do not try to tape cords
- Use Ground Fault Circuit Interrupter (GFCI) for corded tools
- Always check for hidden wires that may contact bladed tools
- Disconnect tools when not in use, before servicing and when changing accessories such as blades, bits and cutters
- All observers shall be kept at a safe distance away from the work area
- Secure work with clamps or a vise, freeing both hands to operate the tool.
- Avoid accidental starting. The employee shall not hold a finger on the switch button while carrying a plugged-in tool.
- Tools shall be maintained with care. They shall be kept sharp and clean for the best performance. Follow instructions in the user’s manual for maintenance, lubricating and changing accessories.
- Maintain good footing and balance.
- Avoid loose fitting clothes, ties or jewelry such as bracelets, watches or rings, which can become caught in moving parts. Long hair must be restrained.
- Use double insulated tools.
- Do not use electric portable power tools in the proximity of flammable vapors, dusts, or construction material.
- Keep work area well lighted when operating electric tools
- All portable electric tools that are damaged shall be removed from use and tagged “Do Not Use”.

*Electric Tools:* - the main hazard of electrical tools is electrocution. Electricity can cause burns, shocks, and death. The factors that increase the risk of electrocution while using electrical portable power tools are:

- Faulty power cords
- Misuse of power cords
- Failure to use GFCI
- Improper grounding
- Improperly insulated tools
- Working around wet surfaces

To protect the user from electrocution, tools must either have a three-wire cord or be double insulated. Three-wire cords contain two current carrying conductors and a grounding conductor. One end of the grounding conductor connects to the tool’s metal housing. The other end is grounded through a prong on the plug. Whenever an adaptor is used to accommodate a two-hole receptacle, the adaptor wire must be attached to a known ground. The third prong shall never be removed from the plug. Double insulation is more convenient. The user and the tools are protected by normal insulation on the wires inside and by a housing that cannot conduct electricity to the user in event of a malfunction.

The following general practices shall be followed when using electric tools:

### **DO NOT**

- Energize the tool until just before use
- Get near the moving parts of an electrical tool unless the power is off
- Lay electrical cords over sharp edges or through doorways or holes in walls
- Use an electric tool in an area where flammable gases or vapors may be present unless the tool is rated for that application.
- Use any tool that is sparking or appears to have an electrical short
- Use any tool with damaged cord or exposed wiring
- Use electric abrasive tools if the grinding wheel, buffer, or wire brush wobbles or vibrates excessively
- Use excessive force on saws or drills to cut through hard materials
- Use any tool unless the blade or bit is securely tightened
- Use any tool with the blade guard removed or rendered inoperable

Gasoline and Mixed Fuel Tools: - some tools are fuel powered and are dangerous because of the potential for burns, explosion, and fire. The most serious hazard with fuel powered tools comes from fuel vapors that can burn or explode and exhaust emissions that can create a hazardous atmospheric condition.

Observe the following when working with gasoline and other mixed fuel tools:

- Fuel shall be stored and transported in approved flammable liquid containers, according to proper procedures for flammable liquids
- Before filling the tank for a fuel powered tool, turn off the engine and allow it to cool to prevent accidental ignition of vapors
- Effectively ventilate an enclosed area or don the appropriate PPE to avoid inhalation of carbon monoxide
- Ensure access to fire extinguishers

When using these tools, inspect them for:

- A constant pressure throttle control that will shut off the power when the pressure is released
- A handle or trigger guard or lock to prevent accidental activation of the tool
- A tip guard on chainsaws
- A working blade break
- Fuel leaks
- Muffler condition
- Spark plug and wire connection condition

Gasoline powered tools may not be used:

- In confined spaces; and
- In excavations

Hydraulic Tools: - the fluid used in hydraulic power tools shall be an approved fire-resistant fluid and shall retain its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's recommended safe operating pressure for hoses, valves, pipes, filters and other fittings shall not be exceeded. Hydraulic tools such as jacks operate under pressure and can cause injury if a hose burst or develops a pinhole leak. Manufacturer recommended hoses designed to withstand the pressure being applied shall be used. Armored hoses shall be used where physical damage to the hose may occur. Hoses shall be located such that they do not create a trip hazard.

Pneumatic Tools: - pneumatic tools are powered by compressed air. They include chippers, drills, hammers, and sanders. There are several dangers encountered in the use of pneumatic tools which are described below:

- Being struck by one of the tool's attachments or a fastener. Eye protection is required and face protection is recommended.
- Hearing protection is required when using hand or portable power tools.
- Disconnection of the tool from the air hose. The user must check to see that the tools are fastened securely to the hose by a means that prevents them from becoming disconnected. A short wire or positive locking device attaching the air hose to the tool will serve as an added safeguard.
- A safety clip or retainer must be installed to prevent attachments, such as chisels on a chipping hammer, from being unintentionally shot from the barrel.
- Screens must be set up to protect others from being struck by flying fragments around chippers, rivet guns, staplers, and air drills.
- Compressed air guns shall never point toward anyone. The user shall never "dead-end" it against him or herself or anyone else.
- Airless spray guns which atomize paints and fluids at high pressure must be equipped with automatic or visual manual safety devices which will prevent pulling the trigger until the safety device is manually released.
- If an air hose is more than one-half inch in diameter, a safety excess flow valve must be installed at the source of the air supply to shut off air automatically in case the hose breaks.
- Heavy jackhammers can cause fatigue and strains to the user; heavy rubber grips reduce these effects by providing a secure handhold.

The following precautions shall be followed when using pneumatic tools.

**DO NOT:**

- Kink the hose or subject it to other physical damage
- Lay the air hose across aisles, walkways, or roadways.
- Squeeze the trigger on air hammers, impact wrenches, or other tools until the tool is in contact with the work
- Use an air-line if it has a leak; and
- Use the air line for cleaning unless nozzle pressure is kept below 30 psi and effective chip protection is in place.

### **8.10.2 Transporting**

When transporting hand and portable power tools to and from the jobsite, observe the following safety guidelines:

- Do not carry portable power tools by their electric cord, airline, or hydraulic hose.
- Transport the tool in its carrying case if provided
- Do not carry sharp or pointed tools with the edge or point upward and toward the body
- Never carry tools in your pocket.
- Place all tools in a tool box if one is available
- Do not carry tools in the cab of the truck while the truck is in motion.
- Do not place tools on the dashboard/front windshield of the company vehicle
- Never carry tools in a manner that obstructs vision
- Never give sharp or pointed tools to another person with the sharp end toward the receiver
- Never hand another person a portable power tool that is in motion or operation
- Never throw any tools at or toward another person

### **8.10.3 Maintenance Requirements**

The following protocol will be followed during the routine maintenance of hand and portable power tools by authorized repair personnel:

- Conduct repairs to fuel and ignition systems on portable power tools which could create fire hazards in designated locations
- Fire suppression or extinguishing media must be present
- Disconnect or remove any power supply prior to repairing portable powered tools
- Use only replacement parts equivalent to those in the original design
- Do not alter the tool or parts
- Do not add any parts not supplied by the manufacturer or delete any parts supplied by the manufacturer.

### **8.10.4 Care and Use**

Take the time to familiarize yourself with the tool by reading its provided manufacturer instructions before use. Unusual working conditions may require additional instructions from the Regional EHS Manager. Conduct a pre-use inspection of the tool. Modifications to a tool without the manufacturer's prior written approval are prohibited.

### **8.10.5 Nameplates and Marking**

A portable power tool's rating and capacity may be found on a tag affixed to the tool. If no tag is found, report it to the Branch Safety Leader and/or Regional EHS Manager. These tags contain important information such as UL testing, load, and operating specifications.

### **8.10.6 Storage**

When tools are not in use or will not be used within a short period of time they shall be properly stored. Follow the guidelines below when storing tools.

- Store sharp tools in a specially designated cabinet or cupboard, with a blade guard in place.
- Drain gasoline or other flammable fuels from tools if they will be in storage for extended periods of time.
- Prior to storage, de-energize tools such as removing air pressure, removing loads and de-pressurizing hydraulics.

### **8.10.7 Handling and Storage of Power Sources**

- Liquid fuels such as gasoline must be stored and handled in accordance with NFPA Flammable and Combustible Liquids Code (NFPA No.30-1969). Turn off engine or motor before filling fuel tanks.



- For Powder-Actuated and Pneumatic tools, make sure there are no loaded fasteners in place while changing the load, disconnecting/connecting an air-line, or storing. Only trained and qualified team members are permitted to operate.
- Hydraulic fluid must not be added to jacks or other support tools while they are in use and under stress.
- Keep batteries and battery chargers away from heat sources and potentially wet areas. Never throw a battery into a fire. Follow equipment manufacturer's safety tips when handling batteries.

### **8.10.8 Inspections**

User Inspections – the user will visually inspect all hand and portable power tools before use to ensure that the tools are in safe and usable condition. All damaged and/or defective tools will be immediately reported to the Branch Safety Leader and/or Branch Management. Only authorized repair personnel will perform maintenance and repairs on hand and portable power tools.

New and Rented Equipment Inspections – prior to use, all new or newly arrived rental tools will be inspected to ensure compliance with the provisions of this Program. For new tools, an initial inspection will verify that requirements of the purchase order (or rental agreement) have been met and the equipment is suitable for its intended use. For any newly purchased or rental tool, make sure the proper PPE is available and used.

Inspection Cycle – authorized repair personnel will perform the following maintenance checks:

- Verify on an annual basis that the tool has been inspected and is operating properly and is consistent with manufacturer's specifications
- Remove equipment from use that is unsafe or not operating within manufacturer's specifications.

### **8.10.9 Training**

Prior to using hand and portable power tools, BrightView employees must be trained to use the correct tools for each job and must complete specific equipment certification for each tool to be used. No one will be permitted to use any portable power tools without receiving the proper training and equipment certification.

BrightView Branch Management is responsible for conducting the safety-training program that includes instruction on the following:

- Selecting the right tool for the job
- Equipment Certification reviewed and signed off
- PPE Lesson Plan
- Hazards and their controls
- Common causes of injury
- Safety Precautions
- Preventive maintenance
- Personal Protective Equipment needed
- Inspection / Maintenance
- Safety operation
- All BrightView users of portable power tools must complete applicable training and equipment certification and follow the safety requirements of this policy.

## **8.11 Hearing Conservation**

BrightView's Hearing Conservation Program is designed to protect team members from hearing loss caused by uncontrolled exposure to hazardous noise by reducing exposures and providing appropriate hearing protection where this noise cannot be controlled.

### **8.11.1 Roles and Responsibilities**

#### **Environmental Health & Safety Department**

The EH&S Department is responsible for conducting the hazard assessments, and the implementation, training and administration of the program. The EH&S Department will monitor the results of the program to determine needed focus areas. The EH&S Department will also:

- Coordinate and supervise any noise exposure monitoring
- Identify team members to be included in program
- Coordinate and supervise audiometric testing, where applicable
- Develop hearing protection policies
- Supervise hearing protection selection
- Develop hearing protection training
- Evaluate the program annually

### **Branch Leadership**

- Ensure hearing protection is available at all times.
- Ensure Team Members properly use and maintain their hearing protection
- Ensure Team Members comply with the requirements of this program

### **Team Members**

Team members with noise exposure equal or exceeding the action level (85 dBA for an 8-hour work day; 84 dBA for 9-hour; 83 for 10-hour and 82 for 12-hour) will be included in this program. A list of tasks and can be found in Appendix A. Team Member responsibilities include:

- Using noise control measures as required
- Using hearing protection as required
- Attending all training
- Participate in audiometric testing, where applicable

### **8.11.2 Noise Monitoring**

Noise exposure monitoring will be conducted to:

- Determine whether hearing hazards exist
- Determine whether noise presents a safety hazard by interfering with speech communications or recognition of audible warning signals.
- Identify Team Members for noise control efforts and establish hearing protection practices
- Identify specific noise sources that require engineering and administrative controls
- Evaluate the success of noise control efforts

The EHS Department will determine, with the assistance of field operations, which tasks need monitoring. Monitoring will be performed using personal dosimeters. All monitoring for noise exposure levels will be conducted by a Regional Safety Manager.

Monitoring will be conducted whenever there is a change in equipment, process or controls that may affect noise levels. Branch Leadership and Regional Equipment Managers are responsible for informing the EHS Department when these types of changes are implemented.

The results of the noise exposure monitoring will be recorded and kept on file by the EHS Department.

If the results of any monitoring equals or exceeds the action level (85 dBA TWA8), the Branch Leadership will:

- Notify Team Members of the results by posting in a common area
- Provide appropriate hearing protection for exposed Team Members
- Ensure hearing protection is worn by Team Members at all times while performing tasks
- Investigate and implement feasible engineering and administrative controls to reduce the noise levels

### **8.11.3 Noise Control**

#### **Engineering and Administrative Controls**

BrightView will first attempt to control existing noise hazards by implementing as many engineering controls as possible. If engineering controls are not feasible, then administrative controls will be examined.

## **Hearing Protection**

When engineering and administrative controls are not feasible or do not eliminate the hazardous noise, hearing protection will be required. Additionally, all team members including management shall properly wear the prescribed hearing protection while working or traveling near a task that is designated as a high noise task.

Team members will be provided with an appropriate selection of hearing protection free of charge. The selection will include three distinct types: molded earplugs, foam earplugs and earmuffs. The hearing protection selection must:

- Reduce all employee exposures to a level below 85 dBA TWA8
- Include various sizes and shapes to fit ear canals
- Be appropriate for different working conditions which make hearing protection difficult to wear

### **8.11.4 Audiometric Testing**

Team members in the Hearing Conservation Program will be provided baseline and annual audiometric testing at no cost to determine if a standard threshold shift has occurred. The test will take place within six (6) months of an employee's first exposure at or above the action level and will be conducted by an authorized audiometric provider.

Annual audiograms will be conducted within one year of the baseline and every year thereafter if an employee continues to be exposed to noise levels at or above the action level. The baseline and annual audiograms will be evaluated to establish a hearing threshold and annual retests will be compared to the baseline to determine if a standard threshold shift has occurred.

Before an audiometric test can be administered, the Team Member must have at least 14-hours without exposure to workplace noise or worn hearing protection for this period. Team Members will have access to their monitoring and audiometric testing records.

Team Members who have experienced a standard threshold shift will be referred to a clinical audiologist or otologist for further examinations. Such referrals may also be made if the audiological contractor suspects that medical problems of the ear have been caused or aggravated by hearing protection.

Audiometric provider will comply with all requirements of the OSHA standard on hearing conservation including test locations, equipment calibration and recordkeeping requirements.

### **Standard Threshold Shift (STS)**

Any STS will be evaluated by a BrightView designated medical provider to determine if it is work-related. This evaluation will be done at no cost to the Team Member. If the annual audiogram shows that a team member experienced a STS, a retest may be conducted within 30 days and the results of the retest will be used as the annual audiogram.

If a standard threshold shift has occurred:

- The team member's hearing protection will be refitted
- The team member will be retrained in the use of hearing protection and provided with hearing protection offering greater attenuation if necessary
- The Director of EHS will determine whether the hearing loss should be recorded in the OSHA 300 log
- The team member will be notified in writing within 21 days

### **8.11.5 Training**

Team members will be required to attend initial and annual training on noise exposure and the Hearing Conservation Program. Topics will include:

- Effects of hazardous noise on hearing
- Purpose of hearing protection
- Advantages, disadvantages and attenuation of various types of hearing protection
- Instructions on selection, fitting, use and care of hearing protection
- Tasks where hearing protection is required
- Explanation of audiometric testing

- Review of the OSHA hearing protection standard
- Company rules and procedures concerning hearing protection and requirements for hazardous noise areas

Training of each team member be documented and kept on file.

## 8.12 Ladder Safety

All BrightView team members who might be expected to use a ladder during the course of work should be familiar with this document. This standard operating procedure covers all types of ladders, including portable ladders, fixed ladders and orchard ladders. Ladder users must be able to recognize and avoid ladder hazards and be aware of safe practices in setting up, storing, moving and working from this equipment.

### 8.12.1 Choosing the Right Ladder

#### Ladder Types

This program applies to four primary ladder types: step-ladders, straight ladders, extension ladders, and orchard ladders. A step-ladder is a self-supporting ladder, non-adjustable in length, having flat steps and a hinged back. A single straight ladder is nonadjustable in length, consisting of only one section, while an extension ladder is a portable ladder adjustable in length, consisting of multiple sections. An orchard ladder is a special purpose ladder that has a flared base and tripod pole.

#### Ladder composition

The rails on a ladder are generally composed of wood, metal, or fiberglass. The following information outlines important details regarding the different properties of these materials as they apply to ladders.

Metal ladders are relatively strong and lightweight, but they are prone to dent, bend, and conduct heat. They must not be used when working on or near electrical wires or when working around energy sources. Metal ladders must be labeled with a “DANGER” sticker indicating an electrocution hazard.

Fiberglass ladders are strong and electrically non-conductive, but they are generally heavier than metal ladders. Fiberglass may chip or crack upon impact, and when overloaded, fiberglass may crack to the point of failure.

Although all three of these materials are discussed in this procedure, wood ladders shall not be used by team members. New step, straight and extension ladders purchased by BrightView shall be of fiberglass construction unless otherwise approved by EHS.

#### Ladder Selection

The American National Standards Institute (ANSI – ASC A14 Ladder Standards) requires that a duty rating sticker be placed on the side of each ladder. When selecting a ladder, ensure that the ladder has an adequate proper duty rating to support the combined weight of the user and the material. Materials include the weight of clothing, protective equipment, and supplies being carried or stored on the ladder. The ladder duty ratings are as follows:

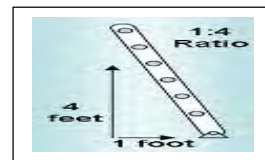
- Type IAA (Extra Heavy Special Duty Industrial): for heavy duty, such as utilities, contractors, and industrial use. Load capacity not to exceed 375 pounds.
- Type 1A (Extra Heavy Duty Industrial): for heavy duty, such as utilities, contractors, and industrial use. Load capacity not to exceed 300 pounds.
- Type I (Industrial): for heavy duty, such as utilities, contractors, and industrial use. Load capacity not to exceed 250 pounds.
- Type II (Commercial): for medium duty, such as painters, offices, and light industrial use. Load capacity not to exceed 225 pounds.
- Type III (Household): for light duty, such as light household use. Load capacity not to exceed 200 pounds.

### 8.12.2 Portable Ladders

Portable ladders are designed to support one person along with all necessary equipment (tools, materials, etc.). The following general rules apply to portable ladders in BrightView operations:

#### GENERAL RULES for PORTABLE LADDERS:

- a. Use ladders only for their intended purpose. Ladders are not to be used as a bridge or scaffold.
- b. The ladder chosen must be long enough to provide access to the work area without having the team members stand on the top 2 steps of a step ladder or the top 3 rungs of a straight ladder.
- c. When a straight ladder is used to gain access to a roof or landing, the side rails shall extend at least three feet above the support point at the eave, gutter, or roof line.
- d. Never connect short ladders to form a longer ladder
- e. Before handling or climbing a ladder, look overhead for power lines.
- f. Always use ladders on level, stable surfaces (i.e. the ground).
- g. Do not use ladders on slippery surfaces.
- h. When working with electrical equipment or within 10' of direct or indirect contact with any energized conductor, use only fiberglass ladders, never aluminum.
- i. Use the one-to-four (1:4) ratio when using a ladder. To do this, place the ladder so its base is one foot away from what it leans against for every four feet in height to the point where the ladder rests.
- j. Straight ladders shall be secured and supported by another team member (spotter) at the bottom. The spotter must wear head protection and stand behind the ladder and to the rear of the climber. Standing to the side or under the ladder is not permitted.
- k. Do not over-reach, jump or slide a ladder while on it.
- l. Always keep your belt buckle between the rails at all times when on a ladder.
- m. Never put one foot on the ladder and the other on an adjacent surface.
- n. Ladders shall not be moved, shifted, or extended while occupied.
- o. Always face the ladder and keep three (3) points of contact on the ladder at all times when ascending or descending the ladder (i.e. both hands and one foot or both feet and one hand)
- p. Never carry loads/materials up or down ladders. Tools should be in a tool belt and materials should be raised by means of a rope after the climber has reached the working position. Equipment is to be handed up to team members after they have ascended ladder and handed down to team member on ground before descending the ladder.
- q. Barricades and warning signs shall be posted when ladders are placed near doors or other locations where they could be struck.
- r. Ladders shall not be used by more than one person at a time.
- s. Never use the bracing on the back of side rails for climbing.
- t. Both automatic locks of the extension ladder are to be in proper position before ascending the ladder.
- u. The area around the top and bottom of the ladder shall be kept clear at all times.
- v. A-frame ladders can only be used in the open upright locked position. They cannot be used as a straight ladder.



### 8.12.3 Orchard Ladder

A tripod orchard ladder is a portable, self-supporting ladder used in orchards and landscape maintenance. They are designed with a flared base and tripod pole. These ladders shall have the “pole” or “Leg” tether or brace fastened when being used-

- a. This type of ladder shall never be used as an all-purpose ladder.
- b. This ladder shall only be used by trained and qualified team members
- c. Before handling or climbing a ladder, look overhead for power lines.
- d. To function properly and remain stable, the ladder side rails and tripod pole must slightly penetrate the ground.
- e. Place the ladder firmly in the ground to keep it from collapsing, slipping, moving, or falling.
- f. Make sure that the ladder is not positioned over a soft spot or hole.
- g. Ladder placed on sloped ground must have the tripod pole positioned uphill.
- h. When possible, place the pole leg of the orchard ladder into the branch architecture of the tree or shrub for added stability
- i. NEVER use an orchard ladder on a hard surface. Examples include walkways, pool decks, asphalt driveways.
- j. Never repair the ladder by shortening the feet or the pole.

#### 8.12.4 Ladder Inspection

Prior to use of any ladder, a visual inspection must be performed. Never use a defective ladder. If the ladder is found to be defective, tag or mark it, and remove from service immediately. Always refer to the manufacturer's specifications for further details on inspecting and maintaining ladders.

The following items shall always be observed during daily visual inspections:

- a. Duty rating sticker is in place and legible
- b. Carefully examine the ladder for broken or missing rungs or cleats, broken side rails, and other damaged parts.
- c. All cleats, rungs, and side rails must be free of dirt, grease, oil, paint, or other slippery substances.
- d. The ladder shall be equipped with feet that are secured in place.
- e. The joint between steps and side rails must be tight, and all hardware and fittings shall be attached firmly. Movable parts shall operate freely without binding.
- f. All wood parts must be free of sharp edges and splinters.
- g. Visually inspect the ladder to be free of warpage, decay or other irregularities.
- h. Aluminum ladders must be free of sharp edges, burrs and corrosion.
- i. Inspect for dents, bends and cracks in side rails, rungs or cleats.
- j. Check step to side rail connections, hardware connections and rivets.
- k. If a ladder tips over, inspect the ladder for damage before continuing work.

#### 8.12.5 Ladder Maintenance

- a. Damaged ladders must be tagged or marked and withdrawn from service immediately and either repaired or destroyed. Notify your Supervisor/Crew Leader immediately.
- b. Field repairs and the fabrication of improvised ladders are not permitted.
- c. Never use or try to straighten a bent or bowed ladder. Remove it from service immediately.
- d. If exposed to greases, oils or other slippery substances, the ladder must be cleaned. If the substance cannot be completely removed, the ladder must be removed from service.
- e. Ladders shall be stored in a vertical position and tied back/secured from movement or falling. Must be located in areas free of known hazards, where they can be inspected easily and can be reached without causing accidents.

#### 8.12.6 Training

Team Members shall be trained on all of the rules and regulations pertaining to ladder safety, including the proper installment, care, use and handling, and storage.

Additional training shall be conducted in response to the following circumstances:

- a. Whenever changes in the workplace or this procedure render previous training obsolete;
- b. When inadequacies in the team member's use and handling indicate that the team member has not retained the requisite understanding or skill; and
- c. When any other situations arise in which retraining appears necessary to ensure the proper installment, care, use and handling, and storage.

### 8.13 Lockout – Tagout

This section establishes BrightView procedures for locking and tagging out all sources of hazardous energy when maintenance work is being performed by either company or contractor personnel. An energy source is any electrical, mechanical, hydraulic, pneumatic, chemical, nuclear, and thermal or other energy source.

#### 8.13.1 Scope

This policy covers the servicing and maintenance of machines and equipment in which the “unexpected” energization or the release of stored energy could cause injury to team members. This policy establishes minimum performance requirements for the control of such hazardous energy sources. This policy does not apply to servicing or maintenance, which takes place during normal production operations unless:

- A team member is required to remove or bypass a guard or other safety device; or
- A team member is required to place any part of his body into an area of the machine or equipment where work is actually

performed upon the material being processed (point of operation) or where an associated danger zone exists during machine operation.

This section does not apply to work on cord and plug connected equipment, for which simply unplugging the equipment removes the exposure to hazardous energy sources, providing that the plug is maintained under the exclusive control of the team member performing the servicing or maintenance.

### **8.13.2 Branch Management Responsibilities**

It is the responsibility of the Branch Management to ensure that:

- This policy and all equipment-specific lockout/tagout procedures are being followed during all maintenance/servicing of building machinery, equipment and/or processes.
- The requirements and procedures of this program are consistently complied with through periodic inspection and recognition by an authorized team member or competent person.
- All required lockout/tagout devices are selected, appropriate for the intended use, properly maintained, available when needed and used in accordance with these procedures.
- All team members assigned with performing lockout/tagout operations and those team members affected by such operations, receive appropriate training.
- All contractors have an equally effective lockout/tagout program and provide appropriate training to their team members.

### **8.13.3 Authorized Person Responsibilities**

It is the responsibility of designated, authorized lockout/tagout personnel to:

- Properly maintain and control lockout/tagout devices.
- Conform to the requirements of this program and the equipment-specific procedures in performing all lockout/tagout operations.

Contact the Facility Manager or Branch Managers should they encounter a situation for which there is not a specific written lockout/tagout procedure before proceeding.

### **8.13.4 Affected Team Member Responsibilities**

Affected team members are those team members who will be affected by a specific lockout/tagout operation on a machine, piece of equipment or process system. It is the responsibility of affected team members:

- To be aware of the safety significance of the lockout/tagout requirements.
- Understand the meaning of lockout/tagout devices.
- Shall not attempt to operate any equipment that has a lockout/tagout device attached.
- Shall not tamper with, deface, or remove any lockout/tagout device for any reason

### **8.13.5 Sequence of Lockout – Tagout Procedure**

Branch Management will designate teams in their area who are authorized to perform lockout/tagout operations. These team members will assist supervisors in identifying all energy sources, which are subject to this policy.

A written procedure will be developed by these teams for each group of machines that have energy sources.

Note: Machinery, equipment and/or processes without lockout capability, require extensive tagout procedures with additional safe guards to ensure an equal level of team member safety.

Caution: Each piece of equipment, machine or process, may have multiple hazardous energy sources. Each energy source must be identified and affectively locked/tagged out prior to the commencement of maintenance or servicing activities.

- Prior to performing any maintenance or repair work on any machine, the authorized team member should determine if it is listed as requiring lockout/tagout.
- Team Members and contractor personnel may not perform any maintenance or service work on any equipment requiring lockout/tagout procedures without completion of the Permit to Work Form (Appendix II) and authorization and supervision of an authorized lockout/tagout team member.
- Approval must be obtained from the Facility, Branch Manager, or Supervisor prior to any work on energized circuits. It should be verified that by de-energizing circuits, it will create additional or increased hazards or it is unfeasible due to equipment design or operational limitations.
- Working on energized parts requires the wearing of appropriate personal protective equipment. Branch Management is responsible for specifying required personal protective equipment to ensure the safety of the team member. This equipment must be used, tested and maintained in accordance with the latest ANSI standards.
- Prior to the start of any lockout/tagout procedure all affected team members and any other team member whose work operations may be in the area affected by the lockout/ tagout procedure must be notified that the procedures will be implemented and that attempts to restart or reenergize equipment that is locked/tagged out are prohibited.
- If necessary and practical, barricading the area around the equipment or machine that will be locked and tagged out to prevent other team members from entering the area.
- If the equipment is operating, shut it down by the normal stopping procedure. Turn main power switch OFF, close valves or other energy-isolating device so that the energy source(s) (electrical, mechanical, hydraulic, etc.) are disconnected or isolated from the equipment.
- Stored energy, for example, energy stored in capacitors or hydraulic, air, gas, and steam or water pressure accumulators, must be dissipated and rendered safe.
- If there is a possibility that energy will re-accumulate during the procedures, isolation should be continually verified until the work is complete.
- Lockout and tag the energy isolating devices with an approved personal lock. Be sure to sign and date the tag. No lock shall be affixed without a tag stating who locked out the equipment and the date it was locked out and the reason for the lockout.

There are very specific requirements for locking/tagging out electrical energy sources. These requirements must be understood and followed:

1. Electrical work requires a lock and tag be used together. However, a tag can be used by itself if the disconnecting source does not have lockout capabilities.
2. Additional safeguards must be utilized in order to ensure at least the same level of team member protection afforded by the use of a lockout device.

Locks may be used alone under the following conditions:

1. Only one circuit or piece of equipment is de-energized,
2. The lockout period does not extend beyond the work shift,
3. Team members exposed to the hazards associated with reenergizing the circuit or equipment is familiar with this procedure.



If more than one group is working on the same item (including different maintenance crafts), an authorized person from each craft will place a lock on the multiple hasp and will sign and date the DANGER - DO NOT START TAG.

After ensuring that all personnel are clear, the equipment must be “start tested” to verify that it is properly locked out and will not operate. If more than one craft or group is working on the equipment, the authorized person from each craft or group must witness, “Start test”.

NOTE: Be sure to return the switch or START button, which was used to test the lockout, back to the OFF position.

- If electrical circuit elements or electrical parts of equipment in excess of 5GM are to be exposed or worked on, a qualified team member (see Electrical Safety policy) must use test equipment to verify complete de-energization of the circuit elements or electrical parts. The test will also determine if any energized condition exists as a result of inadvertently induced voltage or back feed. If the circuit to be tested is over 60GM nominal, the test equipment must be checked for proper operation immediately before and after the test to ensure reliability.
- The equipment is now locked out and tagged and ready for work.
- At the beginning of each shift, or after any prolonged absence from the job (breaks or meals), any personnel who have equipment locked out will check the equipment and the energy disconnecting device to verify that all equipment is still safe for work and has not been returned to service in their absence.
- In the case of shift or personnel changes, a change-over period will be established so authorized team members may exchange their lockout/tagout devices. Authorized personnel assuming control of locked out equipment, will be fully briefed on the scope and status of the work in progress by the off-going personnel.

#### **8.13.6 Restoring Service to Equipment**

After the work is complete, the lock(s) will be removed. Only the person who placed their lock and signed the tag may remove the lock. The last person removing their lock and releasing the “Do Not Start Tag” will notify the individual responsible for branch equipment that the repairs are complete and the equipment is ready for service. The individual restoring energy shall:

1. Inspect the work to ensure that nonessential items have been removed.
2. Ensure that the equipment components are intact.
3. Check the work area to ensure all team members are safely positioned or removed from the equipment; and
4. Notify all affected team members.

NOTE: In the event a person is unavailable to remove the lock, the following procedure should be followed. Supervisors are authorized to use the following procedure to remove the lock/tag:

1. Verify that the team member is not at the facility.
2. Ensure the team member knows his or her lock/tag has been removed before he or she resumes work at the facility.

Note: Unauthorized contractors will not be allowed to return equipment to service.

#### **8.13.7 Locks and Tags**

Lockout/tagout devices are used to “warn and protect” personnel from the dangers of hazardous energy sources during maintenance, repair or servicing of equipment. In order to provide the highest level of protection possible, follow these requirements when placing any lockout/tagout device in service.

- Lockout/tagout devices shall be singularly identified. A system must be established, such as a numbering or lettering system to identify each lockout/tagout device.

- Lockout/tagout devices should be used only for locking/tagging out equipment and for no other purpose. Non-designated devices, such as tool box locks, etc. will not be used for lockout/tagout purposes.
- Lockout/tagout devices must be durable. This means they must be capable of withstanding the environment to which they will be exposed for the maximum period of time that exposure is expected.
- Lockout/tagout devices must be standardized as available from the BrightView/Grainger safety supply website.
- The print (wording) and format shall be standardized for tagout devices. All wording must be legible and understandable by all those affected by the device. Standard warning phases as DO NOT OPERATE, DO NOT START, DO NOT OPEN, etc. will be visible on the tag.
- Lockout/tagout devices must have a means of identifying the authorized person who installed it.
- Lockout/tagout devices must be substantial in construction. This means the device, including attachment ties, must be strong enough to prevent inadvertent or accidental removal.
- Means of attachment for tags will be of the non-reusable type; attached by hand; self-locking; non-releasable with a minimum unlocking strength of no less than 5G pounds; at least equivalent in design and characteristics to one piece, all-environment tolerant nylon cable ties; and if used with electrical systems, must be non-conductive.
- Each facility should provide standardized tags and individually keyed locks as required to execute the above outlined procedure. The keyed locks shall be of a specific design used only for the Lockout/Tagout policy.

#### **8.13.8 Training**

Team members who are designated / authorized to perform lockout/tagout procedures, those who may be affected by lockout/tagout procedures and those other team members whose work operations are or may be in the area where energy control procedures may be utilized, will receive training in these procedures before the procedures are initiated. Annual refresher training will also be provided. Training will be provided by qualified supervisors.

Training will specifically encompass:

- Review of this policy,
- Recognition of hazardous energy sources,
- Types and magnitude of energy sources,
- The limitations of tagout,
- Lockout/tagout procedures for the isolation of energy sources,
- Procedures for removing locks and tags, and
- Procedures for restoring energy.

The training should ensure that the purpose and function of the procedure is understood and that the knowledge and skills required for the safe application, usage and removal of energy controls are conveyed. In addition to annual refresher training, retraining shall be provided whenever there is a change in the procedure and when job or equipment changes present a new hazard.

All training must be documented and copied to the Regional EHS Manager.

#### **8.13.9 Informing Contractors**

BrightView team member assigning work to a contractor in an area involving a lockout/tagout operation will inform the contractor of the operation. She/he will inform the contractor of the elements and requirements of this program and instruct the contractor not to remove, deface or tamper with any lockout/tagout device. She/he will instruct the contractor to contact the person whose name appears on the device tag or the Facility or Branch Manager if his job effects or involves the equipment that is locked/tagged out.

### **8.13.10 Contractor Requirements**

Contractors are required to have a lockout/tagout program if their job scope will involve performing any lockout/tagout operations on any BrightView machinery, equipment or process systems. A copy of the contractor's program must be on file with the BrightView Regional EHS Manager. Contractors are required to provide their team members with the training requirements herein.

### **8.13.11 Program Evaluation**

The effectiveness of this entire program will be evaluated by the Corporate Safety Department. An analysis of its effectiveness will be communicated to the safety review committee annually. This annual evaluation must be documented in writing and shall address the following issues:

- All equipment, machines or processes having multiple hazardous energy sources have written lockout/tagout procedures.
- Written procedures are accurate and up to date.
- Lockout/tagout devices are available, meet minimum requirements, are well maintained and are used only for the purpose intended.
- Other non-designated devices are not being used as lockout/tagout devices.
- All authorized and affected team members have received appropriate training in accordance with this policy and applicable standards.
- Authorized team members are properly and effectively utilizing the provided lockout/tagout devices when, where and how required.

### **8.13.12 Periodic or "For Cause" Inspections**

Periodically, or when circumstance indicate a need for an inspection of the lockout/tagout process, such an inspection may be initiated by management and/or the Regional EHS Manager. Reasons for initiating such an inspection include, but are not limited to:

- An indication that a written procedure is incomplete.
- Evidence that the prescribed procedures are not being followed.
- An accident related to lockout/tagout occurs.
- A piece of equipment, machine or process, is modified or a new one is installed

## **8.14 Machine Guarding**

This policy establishes BrightView requirements for the safe use of hand tools. It applies to all operations where hand and power tools and similar equipment, whether furnished by the employer or the employee, shall be maintained in a safe condition.

### **8.14.1 Hazardous Mechanical Motions and Actions**

A wide variety of mechanical motions and actions may present hazards to our workers. These can include the movement of rotating members, reciprocating arms, moving belts, meshing gears, cutting teeth, and any parts that impact or shear. Recognizing these hazards is the first step toward protecting our workers from the danger they present. The basic types of hazardous mechanical motions and actions are:

- Rotating (including in-running nip points)
- Reciprocating
- Transversing
- Cutting
- Punching
- Shearing
- Bending

### 8.14.2 Motions

- Rotating motion can be dangerous; even smooth, slowly rotating shafts can grip clothing, and through mere skin contact, force an arm or hand into a dangerous position. Injuries due to contact with rotating parts can be severe. Examples of common rotating mechanisms, which may be hazardous, are collars, couplings, cams, clutch, flywheels, shaft end, spindles, meshing gears, and horizontal or vertical shafting. The danger increases when projections such as set screws, bolts, nicks, abrasions, and projection keys are exposed on rotating parts.
- In-running nip point hazards are caused by the rotating parts on machinery. There are three main types of in-running nip point hazards:
  - Parts can rotate in opposite directions while their axes are parallel to each other. These parts may be in contact (producing a nip point) or in close proximity. This danger is common on machines with intermeshing gears, rolling mills, and calendars.
  - Nip points are also created between rotating and tangentially moving parts. Some examples would be: the point of contact between a power transmission belt and its pulley, a chain and a sprocket, and a rack and pinion.
  - Nip points can occur between rotating and fixed parts, which create a shearing, crushing, or abrading action. Examples are: spoked hand wheels or flywheels, screw conveyors, or the periphery of an abrasive wheel and an incorrectly adjusted work rest.
- Reciprocating motions may be hazardous because, during the back-and-forth or up-and-down motion, a worker may be struck by or caught between a moving and a stationary part.
- Transverse motion (movement in a straight, continuous line) creates a hazard because a worker may be struck or caught in a pinch or shear point by the moving part.

### 8.14.3 Actions

- Cutting action may involve rotating, reciprocating, or transverse motion. The danger of cutting action exists at the point of operation where finger, arm and body injuries can occur and where flying chips or scrap material can strike the head, particularly in the area of the eyes or face. Such hazards are present at the point of operation in cutting wood, metal, or other materials. Examples of mechanisms involving cutting hazards include handsaws, circular saws, boring or drilling machines, turning machines (lathes), or milling machines.
- Punching action results when power is applied to a slide (ram) for the purpose of blanking, drawing, or stamping metal or other materials. The danger of this type of action occurs at the point of operation where stock is inserted, held, and withdrawn by hand. Typical machines used for punching operations are power presses and ironworkers.
- Shearing action involves applying power to a slide or knife in order to trim or shear metal or other materials. A hazard occurs at the point of operation where stock is actually inserted, held, and withdrawn. Examples of machines used for shearing operations are mechanically, hydraulically, or pneumatically powered shears.
- Bending action results when power is applied to a slide in order to draw or stamp metal or other materials. A hazard occurs at the point of operation where stock is inserted, held, and withdrawn. Equipment that uses bending action includes power presses, press brakes, and tubing benders.

### 8.14.4 Non-Mechanical Hazards

- All power sources for machines are potential sources of danger; therefore the following should be followed to reduce the hazards:
  - When using electrically powered or controlled machines, the equipment, as well as the electrical system itself, must be properly grounded.
  - Frayed, exposed, or old wiring will be promptly replaced to protect the operator and others from electrical shocks or electrocution.

- High-pressure systems, will be carefully inspected and maintained to prevent possible failure from pulsation, vibration, or leaks. Such a failure could cause, among other things, explosions or flying objects.
- Machines often produce noise, which can result in a number of hazards to workers. Noise can startle and disrupt concentration, and can interfere with communications, thus hindering the worker's safe job performance. Research has linked noise to harmful health effects, from hearing loss and aural pain to nausea, fatigue, reduced muscle control, and emotional disturbance. The following should be implemented to reduce this exposure:
  - Engineering controls such as the use of sound-dampening materials should be our first choice for protecting workers from hazardous noise levels.
  - Administrative controls that involve reducing the worker's exposure time to the noise source can be utilized when engineering controls are not feasible.
  - Personal protective equipment shall be provided where administrative and engineering controls cannot lessen the hazard.

#### **8.14.5 Intent of Guarding**

Any machine part, function, or process, which may cause injury, must be safe guarded. When the operation of a machine or accidental contact with it can injure the operator or others in the vicinity, the hazards must be either controlled or eliminated. Examples of guarding methods are barrier guards, two-handed tripping devices, and electronic safety devices. The intent of machine guarding is to:

- Prevent access to potentially dangerous parts of machines, or
- To stop movement of any dangerous parts of machinery before any part of a person enters the danger zone of the machinery. The danger zone of machinery is any area of the machinery where any part of a person's body is likely to be injured by exposure to hazardous motion or action of machine parts.

#### **8.14.6 Basics of Machine Guarding**

*Dangerous moving parts in three basic areas require guarding:*

- The point of operation: that point where work is performed on the material, such as cutting, shaping, boring, or forming of stock.
- Power transmission apparatus: all components of the mechanical system which transmit energy to the part of the machine performing the work. These components include flywheels, pulleys, belts, connecting rods, couplings, cams, spindles, chains, cranks, and gears.
- Other moving parts: all parts of the machine which moves while the machine is working. These can include reciprocating, rotating, and transverse moving parts, as well as feed mechanisms and auxiliary part of the machine.

*Guards must meet these minimum general requirements:*

- Prevent contact: The safeguards must prevent hands, arms, and any other part of a worker's body from making contact with dangerous moving parts.
- Secure: Workers should not be able to easily remove or tamper with the guard. Guards and safety devices should be made durable material that will with stand the conditions of normal use. They must be firmly secured to the machine-if possible and secured elsewhere if attachment to the machine is not possible.
- Protect from falling object: A guard should ensure that no objects could fall into moving parts. A small tool which is dropped into a cycling machine could easily become a projectile that could strike and injure someone hazard.
- Create no new hazards: A guard defeats its purpose if it creates a hazard of its own such as a shear point, a jagged edge, or unfinished surface, which can cause a laceration. The edges of guards should shear be rolled or bolted in such a way that they eliminate sharp edges.

- Create no interference: Any guard, which impedes a worker from performing the job quickly and comfortably, might soon be overridden or disregarded. Proper safeguarding can actually enhance efficiency since it can relieve the worker's apprehensions about injury.
- Allow safe lubrication: If possible, one should be able to lubricate the machine without removing the guards. Locating oil reservoirs outside the guard, with a line leading to the lubrication point, will reduce the need for the operator or maintenance worker to enter the hazardous area.

#### **8.14.7 Point of Operation Guarding**

The point of operation is the area on a machine where work is actually performed on the material being processed. The point of operation of machines, which could expose an employee to injury, shall be guarded. The guarding device shall be in conformity with the standards listed above, and so designed and constructed to prevent the operator from having any part of his body enter the danger zone during the operating cycle.

#### **8.14.8 Mechanical Power Transmission Guarding**

A significant difference between power transmission guards and point-of-operation guards is that the former type needs no opening for feeding stock. The only openings necessary for power transmission guards are those for lubrication, adjustment, repair, and inspection. These openings should be provided with interlocked covers that cannot be removed except by using tools for service or adjustment. To be effective, power transmission guards should cover all moving parts in such a manner that no part of the operator's body can come in contact with them.

#### **8.14.9 Guard Construction**

Today, many builders of single-purpose machines provide point-of-operation and power transmission guards as standard equipment. However, not all machines in use have built-in guards provided by the manufacturer. Therefore, it may be necessary for us to design and install guards on equipment. Branch Management shall ensure a thorough hazard assessment of the work requirements is completed as necessary prior to making and installing guards. Crew Leaders/Supervisors should ensure that proper guarding is installed where these observed hazards exist. Consultation with the EHS Team should be made when necessary depending on complexity. Poorly designed, built or installed guards may create a hazard rather than eliminate one. To be effective guards must protect the employee while allowing the work to continue with minimum disruption to the production process.

#### **8.14.10 Guard Material**

Under many circumstances, metal is the best material for guards. Guard framework is usually made from structural shapes, pipe, bar, or rod stock. Filler material generally is expanded or perforated or solid sheet metal or wire mesh. It may be feasible to use plastic or safety glass where visibility is required.

#### **8.14.11 Training**

Even the most elaborate guarding system cannot offer effective protection unless the worker knows how to use it and why. Specific and detailed training is therefore a crucial part of any effort to provide safeguarding against machine-related hazards. Thorough operator training should involve instruction or hands-on training in the following:

- A description and identification of the hazards associated with particular machines.
- The safeguards themselves, how they provide protection, and the hazards for which they are intended;
- How to use the safeguards and why;
- How and under what circumstances safeguards can be removed, and by whom (in most cases, repair or maintenance personnel only); and
- What to do (e.g., contact the supervisor) if a safeguard is damaged, missing, or unable to provide adequate protection.

Supervisors are responsible for providing this training for new operators and maintenance or setup personnel, when any new or altered safeguards are put in service, or when workers are assigned to a new machine or operation. Facility and Drill Supervisors are responsible for ensuring that their supervisors properly train workers in the above topics.

### 8.14.12 Personal Protective Equipment

Engineering controls that eliminate the hazard at the source and do not rely on the worker's behavior for their effectiveness, offer the best and most reliable means of safeguarding. Therefore, engineering controls must be the manager's first choice for eliminating machine hazards. But, whenever engineering controls are not available or are not fully capable of protecting the employee, (an extra measure of protection is necessary), operators must wear protective clothing or personal protective equipment (see Personal Protective Equipment Policy).

If it is to provide adequate protection, the protective clothing and equipment selected must always be:

- Appropriate for the particular hazards.
- Maintained in good condition.
- Properly stored when not in use, to prevent damage or loss; and kept clean, fully functional, and sanitary.

It is important to note that protective clothing and equipment can create hazards. A protective glove, which can become caught between rotating parts, or a respirator face piece, which hinders the wearer's vision, for example, require alertness and continued attentiveness whenever they are used.

Other parts of the worker's clothing may present additional safety hazards. For example, loose fitting shirts might possibly become entangled in rotating spindles or other kinds of moving machinery. Jewelry, such as bracelets and rings, can catch on machine parts or stock and lead to serious injury by pulling a hand into the danger area. Therefore, employees should not wear this type of clothing or jewelry when working with machinery.

### 8.14.13 Machinery Maintenance and Repair

Good maintenance and repair procedures contribute significantly to the safety of the maintenance crew as well as that of machine operators. Operators should follow the manufacturer's recommended practice for machinery maintenance and repair. It is the responsibility of the operator to follow these guidelines and employ them. The Branch Management shall ensure these employees are adequately trained in this area and that they follow the procedure outlined in the Lockout/Tagout Policy. Only those employees who are properly trained and authorized shall perform maintenance or repair to machinery and equipment

## 8.15 Personal Protective Equipment (PPE)

The Personal Protective Equipment (PPE) standard for BrightView has been developed to assist in providing all team members with the information necessary to understand the workplace hazards that necessitate the use of PPE. Additionally, this standard will help ensure team members are trained in appropriate PPE selection, use and care.

### 8.15.1 Roles and Responsibilities

#### Branch Management

The Branch Manager/Branch Safety Leader is responsible for ensuring that all team members are issued the appropriate PPE.

The Branch Manager or his/her designated Branch Safety Leader is responsible for ordering and stocking PPE items for team members. The company is responsible for providing and ensuring that all employees have the correct and adequate PPE, as well as it being properly maintained before starting work. Employees are not permitted to provide their own PPE without approval from the Branch Management and EHS Team.

The hosting Branch is responsible for ensuring that all visitors and subcontractors adhere to PPE requirements while on the job site.

As new processes or equipment are introduced or removed from the work environment, a JSA will be performed or reviewed by the Branch Safety Leader and the Regional Safety Manager in order to determine PPE requirements. If new hazards are identified by the JSA, the Branch Safety Leader shall:

- Select and have available the type of PPE that will protect team members from the hazards
- Communicate selection decisions to each affected team member; and

- Provide PPE that properly fits each affected team member and train as necessary.

Branch Management and supervisory personnel facilitate the safety of team members working under their responsibility by ensuring that only team members with appropriate PPE are allowed to perform work-related tasks.

#### Team Members

Team members are required to wear all required PPE while working or operating equipment.

Team members who are observed not adhering to this standard are subject to disciplinary action.

It is the responsibility of each team member to maintain their issued PPE. Defective or damaged PPE shall not be used. Team members should contact their immediate supervisor or Branch Management for replacement.

#### EHS Department

The EH&S Department will periodically, and as needed, update this standard to reflect the most current workplace conditions and protection needs. The changes will be reflected in the change registry managed by the EH&S Department, and will be communicated by management to the organization.

### **8.15.2 Protocol**

#### Hearing Protection

In an abundance of caution, hearing protection is required to be used by all team members who are engaged in operating power equipment, heavy construction equipment, two cycle equipment, and mowers.

- Team members will be trained on the proper use and care of hearing protection.
- Portable listening devices for entertainment purposes are not permitted while present in the shop, yard, and while performing work-related tasks on a client's property and are not approved hearing protectors. These devices are only permitted during scheduled breaks or lunch.

#### Head Protection

- Team members who work in an area where there is potential for injury to the head from falling or flying objects are required to wear an approved protective hard hat. Additionally, team members shall adhere to requirements set forth by existing or potential clients.
- All approved protective hard hats must meet the requirements contained in OSHA 29 CFR 1910.135 and 29 CFR 1926.100. Protective hard hats shall comply with ANSI Z89.1-1986 and ANSI Z89.1-1969. All hard hats must be Type I, Class G. Tree Care Services are required to wear an approved helmet with chinstrap.
- Woodcutter Helmet Assembly is required when operating a chainsaw on ground level.
- At all times during golf operations, team members must wear a full brim hard hat during golf course play.
- Team members shall inspect their hard hat before the beginning of each shift.
- Hard hats shall only be worn in the forward position. Team members shall not wear their hard hat backwards, even if the suspension is reversed.
- Team members are prohibited from painting, covering with stickers or applying other similar items that can obscure helmet defects or alter the structural integrity of the helmet, unless that sticker is specifically mandated by a client for entry to a site. Multiple user hard hats shall be cleaned after each use with a disinfecting wipe or warm water with mild detergent.

#### Eye and Face Protection

Eye protection, either safety glasses, over the glasses (OTG) or safety goggles are required by all team members performing work-related tasks at the shop, yard, or client's property. Tinted lens shall only be worn during daylight hours.



Over-the-counter non-prescription eyewear is prohibited by team members when performing work-related tasks in the shop, yard, and client's property. OTG goggles must be used over prescription glasses unless the prescription glasses are specifically manufactured as safety glasses with permanent side shields.

Face shields will be provided and is required to be worn when team members are, or may be exposed to eye or face hazards. Safety glasses shall be worn underneath the face shield as a secondary protective measure.

All eye and face protection must meet or exceed the requirements of ANSI Z87.1-1989 and ANSI Z87.1-1968. Type of eye or face protection mandated by the company for given operations. This list is not intended to be all-inclusive, but is to provide general guidance to supervisory personnel who are responsible for making sure that employees are adequately protected.

#### Hand Protection

Hand protection must be used when engaged in all field and shop activities.

##### Task Specific Gloves

**Chemicals**-Nitrile/rubber/acrylic

**Cuts**-Kevlar/Dyneema\*

Kevlar/Dyneema/leather

**Biologic agents**-Nitrile

**Cold Weather**-Insulated-lining work glove

##### General Duty

**Minor lacerations**-Cotton knit w/rubber palm

**Abrasion**-Cotton knit w/rubber palm **Punctures**-

**Personal sanitation**-Cotton knit w/rubber palm

**Biologic agents**-Nitrile

\*Cut resistant gloves shall be at a minimum of Cut resistant-Level 3 per the ANSI testing requirements.

The EH&S Department shall evaluate and recommend the hand protection to be used and have the Branch Manager or Branch Safety Leader order this PPE so it is readily available for team member use.

The Branch Safety Leaders and the EH&S Department shall advise team members of the inherent dangers associated with wearing gloves or other hand protection around rotating parts or other equipment that could potentially entangle the hand protection.

When changing and sharpening mower blades, team members shall wear cut resistant gloves.

Team members operating chainsaws and gas powered shears shall wear appropriate hand protection such as leather or cut-resistant gloves

Team members working in cold/winter operations are required to wear adequate insulated work gloves.

Team members who handle salt material (sodium) routinely shall wear PVC-coated cold-weather work gloves with an acrylic lining.

#### Foot Protection

At a minimum, team members engaged in field and shop operations, shall be required to wear appropriate protective footwear, which consists of a substantial over the ankle leather work boot with laces.

Open-toed shoes, flip-flops, soft-soled shoes, high heels, sneakers, or other non-approved footwear is not permitted to be worn in branches and yards or by production team members. This includes walking from team member's vehicle to respective work area in the facility.

**Safety toe footwear is required for maintenance operations** and may be required by some clients and team members will be notified accordingly. Safety toe footwear must meet the requirements in ANSI Z41.1. Specialty safety toe footwear shall be purchased and provided by the Company to team members as outlined in the OSHA guidelines.

Leg Protection (Chaps)

Chaps shall be worn by team members (and their helpers) while performing chainsaw and gas hedge trimmer operations on ground level. Hedge trimmer chaps vary from chainsaw chaps. Both are designed to protect against hazards encountered while conducting trimming or cutting operations.

Shin guards are recommended to protect team members while operating edgers and other equipment from high impact flying debris.

Snake chaps are to be used in areas where snakes are known or suspected to be present.

Reflective Clothing (vests, other garments)

All team members shall wear an ANSI Class II high visibility florescent safety garment which shall remain visible at all times.

Class III vests are mandatory for all personnel working along roadways with 40 mph or greater speed limit (or as mandated by State regulations) and those employees engaged in flagging operations.

Additional high visibility garments may be required when performing work-related tasks during limited daylight availability.

Exception to full-time use of safety vests may be team members working on/in: golf course maintenance, client request, interior landscape maintenance, and exterior landscape maintenance or nursery personnel not working in traffic areas.

Tear-away vests must be used when operating wood chippers or during arbor work.

Respiratory Protection

No team member shall work in an area or with chemicals that require a respirator.

When a filtering face piece (commonly referred to as “dust mask”) respirator is used on a voluntary basis, the team member must be provided a copy of Appendix D of the OSHA standard by Branch Management or the Branch Safety Leader.

**8.15.4 Training**

BrightView will ensure each team member is thoroughly trained on PPE usage. At a minimum, the training will cover:

- When PPE is necessary
- What type of PPE is necessary
- How to properly don, doff, adjust and wear PPE
- The limitations of the PPE
- The proper care, maintenance, useful life and disposal of the PPE
- Specific instructions regarding the PPE communicated by the manufacturer

Each team member shall be required to demonstrate an understanding of the training provided before being allowed to perform work requiring the use of PPE.

The Branch Manager and Branch Safety Leader shall verify that each trained team member has received and understands the required training and document the training. Documentation must include:

- The name and signature of each team member trained
- The name and signature of the trainer(s)
- The dates of training
- The subject of the training

Original copy of the training log(s) shall be made available at the Branch for review and compliance. Retraining will be required for the following reasons:

- When it is determined that a previously trained team member does not have the understanding and skill to properly use the protective equipment
- When changes in the workplace require additional training
- When changes in the types of PPE require additional training

## 8.16 Powered Industrial Vehicle

This procedure applies to all Brightview employees. When work is performed on a non-owned or operated site, the operator's program shall take precedence, however, this document covers BrightView employees and shall be used on owned premises, or when an operator's program doesn't exist or is less stringent.

### 8.16.1 Driver Qualification and Training

Only authorized BrightView employees or contractors may operate powered industrial vehicles. Those authorized will participate in a powered industrial vehicle class conducted by a qualified, knowledgeable instructor before they are permitted to operate the vehicle. The training must cover:

- Basic classes and types of powered industrial vehicle in use at the facility;
- Use and restrictions of the powered industrial vehicle in hazardous areas;
- Operating characteristics;
- Basic skills for safe operation;
- Inspection and maintenance requirements;
- The company's specific safety rules for operation; and
- Actual hands-on training on the powered industrial vehicle they will operate.

New employees, who may have received powered industrial vehicle at another company, must receive the above training before being authorized to operate a PIV for BrightView. Initial and refresher training must be documented and retained by the Branch.

In addition to being authorized through training, employees who operate powered industrial vehicles must also be specifically authorized by his or her crew leader/supervisor to operate the equipment.

All employees operating a powered industrial vehicle must be in good health, with sound vision and hearing. Any employee who develops any medical condition or must take any prescribed drugs that could interfere with their ability to safely operate a PIV should notify their crew leader/supervisor. They should not operate a PIV until the medical condition has been corrected and they have received reauthorization from their crew leader/supervisor.

### 8.16.2

Powered industrial vehicles must meet rigid ANSI standards. ANSI standard B56, 1-1969 is the guiding document for forklift safety specifications. Basic requirements are:

- All PIVs must meet the manufacturer's design, construction, and safe operating specifications, and must be maintained in good working order.
- Modifications and additions, which affect capacity and safe operation, must not be made without the manufacturer's prior written approval.
- All nameplates and markings required under applicable local, state or federal regulations must be in place and maintained in a legible condition. These include: truck type, manufacturer, serial number, unladed weight, rated capacity, load center distance, maximum lifting height, and tire inflation pressures.
- Only attachments specifically approved by the manufacturer may be used.
- Powered Industrial Vehicles must be fitted with an overhead guard for protection against falling objects.

- Powered Industrial Vehicles must only be used in environments for which they are approved. This means that PIVs used in various hazardous environments must be designed and built to very specific “fire safety ratings” based on the potential fire hazards of the area they will operate in. All PIVs must bear a label indicating their fire safety rating if they are to be used in a hazardous environment.

It is the Branch Manager’s responsibility to ensure that the proper type/class of powered industrial vehicles are available and used at his or her location.

### 8.16.3 Safe Powered Industrial Vehicle Operations

- Powered Industrial Vehicles should always travel with the load / attachments at the lowest and safest possible level.
- Forks may not be operated (raised or lowered) while the truck is in motion.
- Trucks must not be operated in excess of safe speed. A safe speed is less than 10 miles per hour, and operators must slow down if the surface is wet or uneven, at cross aisles and sound the horn where vision is obstructed.
- Operators must maintain a safe following distance of three truck lengths behind any another vehicle, and never pass another moving vehicle.
- Operators will yield the right of way to pedestrians and emergency vehicles and operators should never drive a powered industrial vehicle up to a person in front of a wall or other stationary object.
- When lifting palletized material, pallets should be in good condition. Broken or defective pallets should never be used. Always check the stability and security of the load on the pallet to ensure it is not leaning in any direction.
- The forks/attachment must be fully lowered, controls neutralized, power shut off, and brakes set when the truck is left unattended. The truck is considered unattended when the operator is 25 feet (8 meters) away or when the truck is out of view, regardless of the location of the operator.
- When ascending or descending grades in excess of 10 percent, loaded trucks must be driven with the load upgrade. Drivers should not turn the powered industrial vehicle around on such a graded surface.
- Powered Industrial Vehicles must not be refueled while the engine is running.
- When loading materials into semi-trailers, the wheels of the trailer must be chocked and an approved dock board or bridge plate must be used if loading from an elevated dock.

### 8.16.4 Maintenance and Inspections

The operator must perform a daily inspection of the powered industrial vehicle. The inspection should include brakes, lights, steering, horn, battery, fluid levels (water, oil, hydraulic oil, and lubricating oil), battery, brakes, speed controls, and lifting systems. If a powered industrial vehicle is used continuously, an inspection must be made after each shift. The inspection must be in writing (Appendix I) and must be maintained at the branch/facility.

- ❖ **Warning: If at any time a powered industrial vehicle is found to be in need of repair, defective, or in any way unsafe, the vehicle must be taken out of service until it has been restored to safe operating condition.**
- ❖ **Warning: No powered industrial vehicle will be operated with any leak in the fuel system or exhaust system.**

A preventative maintenance program, based on the manufacturer’s recommendations must be implemented and monitored by the Branch Manager or his/her appointed personnel. All repairs must be performed by authorized personnel. No repairs must be performed in hazardous atmospheres, and any PIV needing repair to its electrical system must have the battery disconnected prior to the repair. These procedures will prolong the life of the powered industrial vehicle and keep it in safe

operating condition.

### **8.16.5 Pedestrian Considerations**

Where possible, physical barriers should be established to keep pedestrians away from Powered Industrial Vehicle travel zones. If this is not possible, pedestrian routes should be marked for safe pedestrian travel.

No person must be allowed to stand or pass under the elevated portion of a Powered Industrial Vehicle, whether loaded or not, and under no condition must a driver carry passengers.

Personnel basket attachments may be used, but the weight of the platform and the load of people, tools, and material lifted, must not exceed more than the rated capacity of the truck for which the platform was designed or the maximum lifting height as specified by the manufacturer. It is recommended that no more than two people be carried. Additionally, the person(s) in the basket must have a means of totally controlling the operation/movement of the Powered Industrial Vehicle whenever they are elevated in the basket.

Employees who work in areas where Powered Industrial Vehicles will be used must be trained in the safe operation of a vehicle in transit, and their responsibility to respect the powered industrial vehicle driver and load in motion.

## **8.17 Welding, Cutting and Brazing**

BrightView is committed to providing a safe work environment for all employees. In pursuit of this endeavor the following Procedure for Welding and Hot Work with Portable Equipment is provided to eliminate or minimize occupational hazards associated with grinding, welding, cutting, brazing and open flame operations. This procedure outlines the safeguards that must be observed to prevent a fire from starting.

### **8.17.1 Standards and Procedures**

The basic precautions for fire prevention in welding or cutting work are:

#### Fire Hazard

- If the object to be welded or cut cannot be readily be moved, all movable fire hazards in the vicinity shall be taken to a safe place.

#### Guards

- If the object to be welded or cut cannot be moved and if all the fire hazards cannot be removed then guards shall be used to confine the heat, sparks, and slag, and to protect the immovable fire hazards.

#### Restrictions

- If the requirements stated cannot be followed then welding and cutting shall not be performed. Special precautions when the nature of the work to be performed falls within the scope of this procedure and additional precautions may be necessary.

#### Combustible Material

- Wherever there are floor openings or cracks in the flooring that cannot be closed, precautions shall be taken so that no readily combustible materials on the floor below will be exposed to sparks that might drop through the floor. The same precautions shall be observed concerning cracks or holes in walls, open doorways, and open or broken windows.

#### Fire Extinguishers

- Suitable fire extinguishing equipment shall be maintained in a state of readiness for instant use. Such equipment may consist of buckets of sand, hose or portable extinguishers depending upon the nature and quantity of combustible material exposed.

#### Fire Watch

- Fire watchers shall be required whenever welding or cutting is performed in locations where other than a mine fire might develop, or if any of the following conditions exist:

- Appreciable combustible material in building construction or contents, closer than 35 feet (10.7m) away and are easily ignited by sparks.
- Appreciable combustibles are more than 35 feet (10.7m) away and are easily ignited by sparks.
- Wall or floor openings within a 35-foot (10.7m) radius expose combustible material in adjacent areas including concealed spaces in walls or floors.
- Combustible materials are adjacent to the opposite side of metal partitions, walls, ceilings, or roofs and are likely to be ignited by conduction or radiation.
- Fire watchers shall have fire-extinguishing equipment readily available and be trained in its use. They shall be familiar with facilities for sounding an alarm in the event of a fire. They shall watch for fires in all exposed areas, try to extinguish them only when obviously within the capacity of the equipment available, or otherwise sound the alarm. A fire watch shall be maintained for at least a half-hour (30 minutes) after completion of welding or cutting operations to detect and extinguish possible smoldering fires.

#### Authorization

- Before cutting or welding is permitted, the individual responsible for authorizing cutting and welding operations shall inspect the area. He/she shall designate precautions to be followed in granting authorization to proceed in the form of a written permit by branch management approved by the designated management as per the permit.

#### Floors

- Where combustible materials such as paper clippings, wood shavings, oil/grease and other items on the floor shall be swept and cleaning up for a radius of 35 feet (10.7m). Combustible floors shall be kept wet, covered with damp sand, or protected by fire-resistant shields. Where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock.

#### Prohibited Areas

Cutting or welding shall not be permitted in the following situations:

- In areas not authorized by branch management
- In sprinkled buildings while such protection is impaired
- In the presence of explosive atmospheres (mixtures of flammable gases, vapors, liquids, or dusts with air), or explosive atmospheres that may develop inside unclean or improperly prepared tanks or equipment which have previously contained such materials, or that may develop in areas with an accumulation of combustible dusts.

#### Relocation of Combustibles

- Where practicable, all combustibles shall be relocated at least 35 feet (10.7m) from the work site. Where relocation combustibles shall be protected with flame proofed covers or otherwise shielded with metal, guards, or curtains.

#### Ducts

- Ducts and conveyor systems that might carry sparks to distant combustibles shall be suitably protected or shut down.

#### Combustible Walls

- Where cutting or welding is done near walls, partitions, ceiling, or roof of combustible construction, fire-resistant shields or guards shall be provided to prevent ignition.

#### Non-Combustible Walls

- If welding is to be done on a metal wall, partition, ceiling or roof, precautions shall be taken to prevent ignition of combustibles on the other side, due to conduction of radiation, preferably by relocating combustibles. Where combustibles are not relocated, a fire watch on the opposite side from the work shall be provided.

#### Combustible Cover

- Welding shall not be attempted on a metal partition, wall, ceiling or roof having a combustible covering or on walls or partitions of combustible sandwich-type construction.

### Pipes

- Cutting or welding on pipes or other metal in contact with combustible walls, partitions, ceilings or roofs shall not be undertaken if the work is close enough to cause ignition by conduction.

### 8.17.2 Summary

Fire prevention precautions. Cutting or welding shall be permitted only in areas that are or have been made fire safe. When work cannot be moved practically, the area shall be made safe by removing combustibles or protecting combustibles from ignition sources.

## SECTION 9 – Vehicle Safety

### 9.1 Distracted Driving

In response to the changing technology and legal environment, BrightView felt it necessary to clarify and reiterate our hands-free and distracted driving policy. This policy is now part of BrightView policies and procedures and augments any other cell phone usage documents.

#### 9.1.1 Scope

Driving distractions are among the most lethal risks facing each of us and our teams. This section is designed to minimize those risks and applies to every driver in the BrightView Company. Laws are changing quickly in this area and, should local laws be stricter than this policy, the law shall be the minimum standard for each operation. Because of the seriousness of the consequences of not following this policy, BrightView asks that all employees help ensure compliance; please speak up to keep our teams safe.

#### 9.1.2 Acceptable Activities

The following activities are **acceptable** under BrightView Company policy (except where illegal under the law):

- ***Speaking on a hands-free device.*** This includes wired or wireless headsets or speakerphones which may be used without the phone being held in the hand during the conversation.
- ***Hands-free dialing.*** This is dialing using voice recognition technology that does not include the manual look-up or dialing of a phone number.
- ***Answering a phone call.*** Where hands-free devices are in place, users may answer their phone by pressing the “receive” button. Once answered, the phone should be immediately put down out of the hand. NOTE: This activity is only acceptable where not prohibited by Law.

#### 9.1.3 Prohibited Activities

The following activities while driving are **prohibited** by BrightView Company policy:

- ***Typing on any device.*** This includes texting, emailing, calendaring, and all other activities which involve the manual entry of text into an electronic device.
- ***Reading a handheld electronic device.*** This includes reading texts, emails, calendar appointments, or scrolling through a phone directory.
- ***Holding a phone while engaged in a phone conversation.*** This includes holding the phone to your ear or listening to speakerphone while holding your phone. The phone or smart device shall not be held during a phone conversation.
- ***Using a handset-controlled push to talk device.*** Two way radios that require the use of push to talk feature on the handset are prohibited. Those with controls on the ear bud or wire are acceptable.
- ***Manual dialing.*** This includes looking up a person or a phone number in an electronic phone book or typing digits into the phone. This is a highly distracting and prohibited activity.
- ***Input into GPS devices.*** Coordinates, destinations, and other information shall not be entered into GPS devices by

a driver while the vehicle is in motion.

- Manipulating, reading, or inputting into other standalone electronic devices. This includes finding songs on an iPod, using a tablet, laptop, or e-reader.
- Non-electronic distractions. Personal grooming, taking notes with writing implement, pre-occupation with reading material, and excessively emotional discussions are prohibited.

#### 9.1.4 Preparation and Common Sense

Good preparation and common sense are important to driving safely. Please:

- Plan in a way to minimize distractions. Before you begin driving, ensure your cockpit is arranged consistent with your foreseeable needs, e.g.:
  - If you believe you will be talking on the phone, prior to starting your vehicle, ensure your phone is easily accessible and connected to your hands-free device.
  - If you will be using a GPS device, program it before moving into gear.
  - If there are maps, codes, or other directions you will need, ensure they are easily accessible prior to beginning to drive.
- Avoid potential distractions when driving.
  - Resist the temptation to check emails or texts. They will be waiting for you when you arrive at your destination.
  - Do not talk on the phone unless you can do so in a manner consistent with policy.
  - Follow Company policy and do not undertake prohibited activities; pull to the shoulder if there is an urgent matter to attend to.
- Manage unavoidable distractions wisely. Activities as simple as adjusting controls in the vehicle are distracting.
  - If you are going to take your eyes off the road, make sure you first scan the road completely for potential hazards and have adequate following distance.
  - When stopped at a light or stop sign, never begin to move until your eyes are on the vehicle in front of you.
  - If you need to eat or drink in the vehicle make sure you are able to do so without taking your eyes off the road or pull off the road to do so.

## 9.2 Driver Selection

The purpose of this section is to define the minimum requirements for the eligibility and operation of over the road vehicle owned or leased by BrightView and driven by BrightView Team Members and team member's personal vehicles required by BrightView for company business. Each team member must adhere to the standards contained in these standards as well as all applicable laws, requirements and regulations.

### 9.2.1 Scope

This section is applicable to the evaluation of all new hires seeking a driving position as well as all drivers currently eligible to operate a company vehicle or a privately owned vehicle used for company business.

\*\*In the event that a conflict exists within this standard and any applicable law, regulation or other requirement applicable to a team member, the legal requirements shall supersede this standard.

### 9.2.2 Definition

**Commercial Vehicle** – means any self-propelled or towed motor vehicle used on a highway in interstate commerce to transport passengers or property when the vehicle has a GVWR or GCWR, or GVW or GCW, of 10,001 pounds (4,536 kg) or more, whichever is greater.

### 9.2.3 Procedure / Responsibilities

#### Branch Management

To be considered eligible for employment as a driver of company vehicles, all drivers must meet the following minimum standards.



- 18 years of age (21 years of age if crossing state lines)
- Valid US Driver's License issued by state of residence
- MVR that meets minimum BrightView standards
- Successful completion of the Road Test and Evaluation
- Driver's Application (*New Hires & Newly Promoted Drivers Only*)
- Driver's Application Addendum
- Commercial Motor Vehicle – Certificate of Violation document
- Past Employer Verification
- Conduct interview

Provide candidate with Application URL

- **NOTE: Driver should complete application only if a viable candidate for employment**

Road Test must be completed within 30 days (**Commercial Vehicle Driver's only**)

- **NOTE: Failure of Road Test and Evaluation will result in ineligibility to drive**

Medical Examination must be received within 30 days of hire. (**Commercial Vehicle Driver's only**)

- **NOTE: Failure to meet medical requirements will result in ineligibility to drive**

Motor Vehicle Records will be reviewed for eligibility based on the BrightView MVR Standard.

Drivers will be authorized to drive by Fleet Safety upon receipt and review of all driver qualification paperwork.

- **NOTE: Drivers will not be permitted to drive until authorized by Corporate EHS Department.**

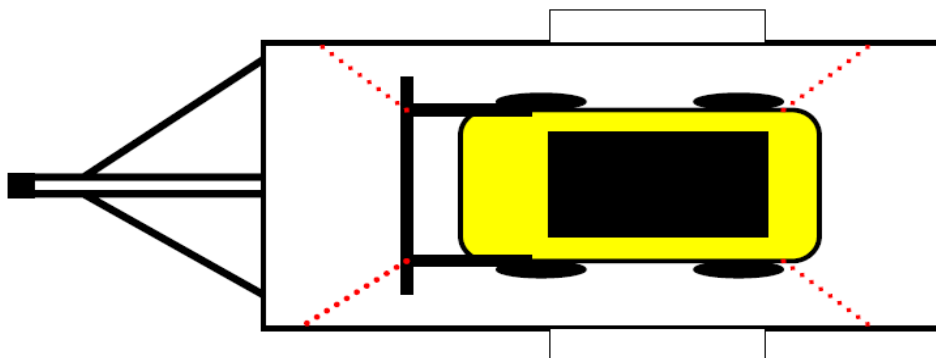
### 9.3 Equipment Securement

BrightView transports a wide variety of equipment, which varies greatly in its size and weight. Given this fact, it is virtually impossible to dictate a one-size-fits-all approach to equipment securement. There are numerous Federal and State requirements that deal with the transportation and securement of loads being transported over the highway system. The law is to be followed at all times.

The following statements are consistent with the intent of the law and should be adhered to at all times by BrightView operations.

#### 9.3.1 Heavy Construction and Mowing Equipment

- All equipment shall be bound to the hauling unit using 4 independent tie-downs.
  - 4 chains and 4 binders
- All chains shall be 3/8 inch, grade 7 (transport) chains.
- Binders and other hardware shall be appropriate to the size and grade of the chain.
- Attachment points on the hauling unit must be of sufficient strength to secure the cargo equipment.
- Ensure that the hauling unit is rated for the weight and size of the load.
- Ensure that the load weight is properly distributed on the hauling unit.



### 9.3.2 Construction and Maintenance Equipment (weighing less than 5,000lbs)

- All equipment shall be bound to the hauling unit using 4 independent tie-downs.
  - 4 chains and 4 binders or
  - 4 synthetic web straps
- If chains are used, they shall be appropriately sized for the weight of the load (according to the Working Load Limit chart below) and shall be grade 7 (transport) chains.

#### Working Load Limit (WLL) for Chain

Size chain (grade 7)	WLL (in pounds)
1/4 inch	3150
5/16 inch	4700
3/8 inch	6600

- Binders and other hardware shall be appropriate to the size and grade of the chain.
- If synthetic webbing is used, it shall be appropriately sized for the weight of the load (according to the chart below)

#### Working Load Limit (WLL) for Synthetic Webbing

Size webbing (in inches)	WLL (in pounds)
2 inch	2000
3 inch	3000
4 inch	4000

- All ratchet tightening mechanisms shall be appropriately sized to the webbing and shall be in good condition.
- All end hooks shall be appropriately sized to the webbing and in good condition.
- All construction equipment, all vehicles/tractors and any mowing equipment with 72" capacity or larger shall be secured to the transporting unit by a 4-point restraining system (independent restraining devices). Any equipment with a boom (i.e., backhoe, etc.) must also have an additional restraining device to secure the boom. All other equipment shall be appropriately secured.
- Attachment points on the hauling unit must be sufficient strength to secure the cargo equipment.
- Ensure that the hauling unit is rated for the weight and size of the load.
- Ensure that the load weight is properly distributed on the hauling unit.

### 9.3.3 The Law

The aggregate working load limit of the tie-down assemblies used to secure an article against movement in any direction must be at least ½ times the weight of the article {49 CFR 393.102(b)}.

## 9.4 Fleet Safety

The objective of this section is to strive to reduce or eliminate motor vehicle accidents and associated injuries by following the safe practices established in this section. This section is integrated into our company's written safety and health policy and is a collaborative effort that includes all employees.

### 9.4.1 Purpose

The purpose of the Fleet Safety Policy is to define the minimum requirements for the safe operation of over the road vehicles owned or leased by BrightView and driven by BrightView Team Members and/or authorized spouses and

team member's personal vehicles required by BrightView for company business. Each team member must adhere to the standards contained in this policy as well as all applicable laws, requirements and regulations. In the event that a conflict exists between these standards and any applicable law, regulation or other requirement applicable to a team member, the legal requirements shall supersede these standards.

#### 9.4.2 Procedures / Responsibilities

- **Management:** BrightView is responsible for providing the tools and resources necessary to implement this program and for ensuring that the provisions in this program are being followed by the Program Administrator and all employees.
- **Program Administrator.** The Program Administrator is responsible for the following:
  - Evaluating prospective company drivers
  - Maintaining an accurate qualified drivers list
  - Maintaining accurate qualification records
  - Maintaining accurate substance abuse testing records
  - Ensuring company vehicles are maintained mechanically
  - Selection/procurement of all company vehicles
  - Ensuring all qualified drivers are trained in the safe operation of company's vehicles
  - Monitoring drivers to ensure compliance with all elements of this program
- **Managers.** Managers shall be designated by the Administrator for purposes of implementation of this Fleet Safety Program and are responsible for the following:
  - Ensure that all team members assigned to operate a Company Vehicle or a Personally Owned Vehicle required for company business read and understand the requirements of the Vehicle Safety Program
  - Ensure that team members assigned to operate Company Vehicles, or a Personally Owned Vehicle required for company business, complete the consent form included in the appendix.
  - Ensure that an annual MVR is completed for all team members assigned to operate a Company Vehicle (when not restricted by law), or a Personally Owned Vehicle required for company business. The MVR must be obtained at the time of hire or job assignment and annually thereafter.
  - Maintain a copy of the most recent MVR for each team member that is assigned to operate a Company Vehicle, or a Personally Owned Vehicle required for company business.
  - Ensure that team members assigned to operate a Company Vehicle, or to operate a Personally Owned Vehicle required for company business, who fail to meet the minimum requirements of these standards are not allowed to operate a Company Vehicle or required to drive a Personally Owned Vehicle until such time that the minimum requirements are met.
  - Ensure that corrective actions (including additional training) or disciplinary actions are completed as required by these standards, existing standards, or directives issued on behalf of BrightView.
  - Ensure that each team member whose job requires them to operate a Personally Owned Vehicle required for company business provides proof of liability auto insurance on an annual.

#### Eligible Driver

- If assigned to operate a Company Vehicle, will comply with the requirements of law, the Fleet Safety Program, and Standards.
- If required by management to operate a Personally Owned Vehicle required for company business, will comply with the requirements of law, the Fleet Safety Program, and Standards.

- If required to operate a Personally Owned Vehicle for company business, carry the minimum liability auto coverage required by applicable law (if involved in an accident, personal insurance will be the primary coverage, company coverage will be secondary coverage only) and provide such proof of insurance to management annually.
- Pay any and all moving violations/tickets and/or citations received while operating a Company Vehicle for company business (such payments are not reimbursable).

### **Fleet Operations**

- Will ensure that all company owned vehicles are maintained and inspected in accordance with state, local and federal requirements.

**Driver Trainers.** Driver Trainers are to be appointed by the Managers of BrightView and are responsible for the following:

- Conducting on-road driving tests for new employees and existing employees at least annually
- Making recommendations to the Managers who will recommendations to Program Administrator regarding the retention or release of employees based on driving tests

#### **9.4.3 Driver Selection Authorization and Review**

Drivers of BrightView are responsible for conducting themselves in accordance with this program. All drivers will:

- Meet all minimum qualification criteria
- Be medically qualified to drive a commercial motor vehicle
- Maintain satisfactory evaluations from the company's Driver Trainer
- Receive negative drug/alcohol tests
- Maintain an acceptable motor vehicle record (MVR)

#### **9.4.4 Driver Eligibility**

**NOTE:** Commercial driver applicants will not be considered for employment unless they meet the minimum requirements listed below:

- 18 years of age (**21 years of age if crossing state lines**) or other Age limits as these may vary by state and/or by whether authority is either "interstate" or "intrastate" authority.
- Valid US Driver's License issued by state of residence
- MVR that meets minimum BrightView standards.
- Be able to read and speak English sufficiently to converse with the general public, to understand highway traffic signs and signals, to respond to official inquiries, and to make entries on reports and records
- Be physically and mentally qualified to drive a company vehicle and possess a valid medical certificate as defined in 49 CFR § 391
- Possess a current and valid commercial driver's license or chauffer's license and proper endorsements for the type of commercial vehicle to be driven

- Must not be disqualified to drive a commercial motor vehicle under the rules and regulations set forth in 49 CFR § 391.15
- Meets all of the requirements and be able to perform all of the tasks and essential duties of the job description
- Has not been convicted of any of the following violations within the previous 2 years:
  - (1) or more DUI's
  - (3) or more collisions
  - Using a vehicle in the commission of a felony
  - Hit and Run

#### **9.4.5 Driver Safety Rules**

All BrightView Company drivers are responsible for complying with all BrightView rules.

Driver safety rules include:

- Do not operate the vehicle unless all occupants are wearing a seat belt
- Do not drive the vehicle without headlights illuminated
- Do not allow any unlicensed/unauthorized persons to operate a company motor vehicle
- Do not operate any vehicle while impaired, affected, or influenced by alcohol, illegal drugs, medication, illness, fatigue, or injury
- Do not engage in distracting activities while driving. This includes using a cell phone for talking or texting, eating, using a computer, GPS or MP3 player, applying makeup, reading, looking at maps, or any other activity that takes a person's eyes or attention away from driving. Drinking non-alcoholic beverages is acceptable
- Do not use a radar detector
- Obey the posted maximum and minimum speed limits at all times
- Do not pick up hitchhikers or allow unauthorized passengers inside the motor vehicle
- Do not drive a motor vehicle that is mechanically unsafe to operate
- Do not operate a motor vehicle with unsecured cargo or equipment
- Move to another traffic lane or slow down when approaching an emergency vehicle along the side of the roadway
- Observe all state and local laws while operating the motor vehicle
- Do not accept payment for carrying passengers or materials not authorized by the company
- Do not push or pull another vehicle or tow a trailer without company authorization
- Do not transport flammable liquids and gases without prior authorization. If authorized, only DOT or UL approved containers are to be used, and only in limited quantities when necessary
- Do not use ignition or burning flares. Use only issued reflective triangles

These rules will be reviewed annually and signed by each commercial driver. The signed copy will be maintained in the driver's file. Disciplinary action up to and including termination may result if drivers fail to comply with the driver safety rules.

#### **9.4.6 Driver Qualification File**

As required by the DOT, BrightView maintains a qualification file for all Commercial drivers. No employee shall operate a company vehicle or any vehicle operated while on company business unless they are listed on the company's Qualified Driver List. This includes personal vehicles if used for company business. BrightView maintains a current list of qualified drivers and is required to provide this list to our insurance carrier annually and anytime changes are made to the list. The following information is required for each driver:

- Driver application for employment
- Copy of driver license
- Hire date
- Inquiry To Previous Employers in the past three years
- Inquiry to State Agencies
- Medical examiner's certificate\* (medical waiver, if issued)

- Driver's Road Test Examination results
- Certificate of road test\*
- Annual driver's certificate of violations
- Annual review of driving record

**\*Note:** Drivers will be issued copies of these certificates. Drivers only need to have a copy of the medical examiner's certificate in their possession while driving.

#### **9.4.7 Inspection, Maintenance and Repair**

General. BrightView will systematically inspect, repair, and maintain, or cause to be systematically inspected, repaired, and maintained, all motor vehicles subject to its control, in accordance with the BrightView Maintenance Standards.

- Parts and accessories must be in safe and proper condition at all times.
- All road-side inspection reports will be received, reviewed by management.

Required Records. BRIGHTVIEW will maintain, or cause to be maintained, records for each controlled motor vehicle. These records must include:

- An identification of the vehicle including company number if utilized, make, serial number, year, and tire size. If the motor vehicle is not owned, the record shall identify the name of the person furnishing the vehicle;
- A means to indicate the nature and due date of the various inspection and maintenance operations to be performed;
- A record of inspection, repairs, and maintenance indicating their date and nature;
- A record of tests conducted on push-out windows, emergency doors, and emergency door marking lights on buses.

Record Retention. Records will be retained or maintained for a period of 1 year and for 6 months after the motor vehicle leaves the motor carrier's control.

#### **Periodic Inspection**

- No commercial motor vehicle will be operated unless each component identified in the Maintenance and Inspection Standard has passed an inspection least once during the preceding 12 months and documentation of such inspection is on the vehicle.
- BRIGHTVIEW will ensure that individuals performing annual inspections are qualified per the Maintenance and Inspection Standard.

#### **Daily Vehicle Inspection Report (DVIR)**

- Drivers are required to complete a daily written post-trip inspection report at the end of each driving day in accordance with the Maintenance and Inspection Standard in appendix.
- The inspection report must identify the vehicle and list any defects or deficiencies discovered by or reported to the driver, which could affect the safety of operation of the vehicle or result in a mechanical breakdown.
- BRIGHTVIEW or its agent must certify that any listed defect or deficiency has been repaired or that immediate repair is unnecessary.
- The original copy must be maintained for 3 months.
- Prior to requiring or permitting a driver to operate a vehicle any repair, defect or deficiency listed on the driver vehicle inspection report which would be likely to affect the safe operation of the vehicle will be corrected.

## Vehicle Corrective Actions

- All repairs, defects or deficiencies listed on the driver vehicle inspection report which would be likely to affect the safety of operation of the vehicle will be repaired in accordance with the Maintenance and Inspection Standard in appendix.
- Retention period for reports: The following reports will be maintained for (3) months from the date the written report was prepared:
  - The original driver vehicle inspection report
  - The certification of repairs
  - The certification of the driver's review

**Driver Inspection** Before driving a motor vehicle, the driver shall:

- Be satisfied that the motor vehicle is in safe operating condition;
- Review the last driver vehicle inspection report; and
- Sign the report, only if defects or deficiencies were noted by the driver who prepared the report, to acknowledge that the driver has reviewed it and that there is a certification that the required repairs have been performed.

### 9.4.8 Vehicle Accident Reporting and Investigation Plan

This vehicle accident reporting and investigating plan prescribes methods and practices for reporting and investigating accidents. Near miss accidents or incidents must be reported as well, (i.e., when a driver nearly has a vehicle accident but is able to avoid injury or damage).

Vehicle Accidents. The following steps will be followed in the event of a vehicle accident/incident.

- Stop the vehicle, turn off the engine, and protect the scene by activating the four-way emergency flashers and posting orange emergency triangles to prevent a secondary accident (one near the scene and one marker 100 feet in each direction from the scene and one marker near curves or hill crests, but no more than 500 feet away)
- Call for medical assistance and assist any injured people if necessary but do not move the person unless absolutely necessary to prevent further injury
- If possible, prevent waterways, storm drains, etc. from hazardous materials if spilled
- Call the police
- Call the company's Program Administrator within 12 hours
- Locate witnesses and get important information from them including names, addresses and phone numbers
- Exchange pertinent information with other drivers
- Take photos of the accident
- Make detailed sketches/drawings of the accident scene noting the direction of travel for each vehicle involved(Add language from Root Cause Analysis Program)

**\*Note:** Every company motor vehicle is required to have a vehicle accident reporting kit in the glove box. This kit should be used by the driver to record accident facts after the accident as soon as feasible.

Vehicle Accident Report Retention. Vehicle accident reports and associated information will be maintained by the Program Administrator for three years after the date of the vehicle accident. The following information will be retained:

- Date of accident
- City and state in which the accident occurred
- Driver name
- Number of injuries
- Number of fatalities
- Whether hazardous materials, other than fuel spilled from the fuel tanks of motor vehicles involved in the accident, were released
- Copy of vehicle accident report
- Copies of all accident reports required by state or other governmental entities or insurers

#### **9.4.9 Law Enforcement Stops / Roadside Inspections**

BrightView expects drivers to behave in a professional and courteous manner when pulled over by law enforcement or if asked to participate in a roadside inspection. Directions given by the official should be strictly followed. Failure to comply with the procedures set forth below may result in disciplinary actions up to and including termination.

Roadside Inspection Procedures. When a driver is required to participate in any of the above actions, he or she must pull off the road immediately to an area designated by the officer. If the driver believes that the designated area is unsafe for the driver and/or the officer, the driver will state his or her concerns to the officer in a courteous and professional manner. Once the inspection is underway, the driver shall follow the directions given by the officer and act appropriately.

- The results of all stops and inspection must be reported to the company during the driver's next scheduled check-in. The driver must turn in all inspection reports to BrightView upon arrival.
- If the vehicle or driver is placed out of service, the driver must notify the Program Administrator or Branch Manager immediately so BrightView can notify the customer of any delays that may result. A vehicle that is placed out of service cannot be operated until all repairs required by the out of service notice have been completed.

Disposition of Report. Upon receiving a roadside inspection report, BrightView will make arrangements to correct any defects still outstanding. Within 15 days of the inspection, BrightView will certify that all defects have been corrected by completing the signature of carrier official, title and date signed portions of the Inspection Report. The form will then be mailed to the issuing agency at the address indicated on the form.

- The driver will be notified when defects have been corrected. Roadside inspection reports will be analyzed for ways to reduce the number of violations and lower the out of service rate. A copy of the roadside inspection report will be retained for three years.

#### **9.4.10 Periodic Program Review**

At least annually, the Program Administrator will conduct a program review to assess the progress and success of the program utilizing the Annual **Review Report Form**. The review will consider the following:

- Review of individuals driving compared to the Qualified Drivers List
- Evaluation of all training programs and records
- The need for retraining of management and/or drivers based on accident investigation results
- Review the drivers that have produced a high number of vehicle accidents
- Responsiveness in reporting vehicle accidents
- Vehicles purchases and safety equipment contained on the vehicles
- The program's success will be determined and reported to senior management using the following criteria:



- Cost and frequency of vehicle accidents
- Employee feedback through direct interviews, audits and questionnaires
- Vehicle accident investigation results.

## 9.5 MVR Standards

These Motor Vehicle Record (MVR) Standards were developed to guide eligibility determinations of current and potential team members to operate a Company Vehicle, or a Personally Owned Vehicle required for company business.

### 9.5.1 Definitions

- **High Risk Driver:** is one who has had 2 or more Preventable collisions or driving Violations within any 24 month period
- **Motor Vehicle Record (MVR):** A complete report of an individual's record of driving citations or convictions, maintained by BrightView and the applicable government or agencies that issues or manages driver's including but not limited to licenses. The MVR typically includes a review of the driver's history from the previous three years.
- **Personally Owned Vehicle [required for company business]:** A vehicle owned by a team member that is required to be regularly driven in order to accomplish routine job tasks. This requirement must be in writing from the manager to the team member.

### 9.5.2 Protocol

Drivers will be subject to an MVR review on (3) primary occasions:

- **At Hire** –An MVR will be performed on each new driver applicant to ensure that the safest individuals are hired to operate BrightView's motor vehicles. A multi-step hiring process shall be used for all new driver applicants seeking employment at BrightView.
- **Annually** - At least annually, the Program Administrator will conduct an individual driver review to evaluate the overall accountability, responsibility, progress, success, number of accidents, citations, etc.
- **As a result of a collision or violation** – The Program Administrator will review the FMCSA's Compliance Safety and Accountability (CSA) safety report each week and address areas where safety and compliance is an issue across the country. The CSA report track violations by US-DOT numbers when a driver's receives citations for a moving violation, hours of service, vehicle maintenance, cargo securement, etc. This may result report each week and address areas where safety and compliance is an issue across the country. The CSA report track violations by US-DOT numbers when a driver's receives citations for a moving violation, hours of service, vehicle maintenance, cargo securement, etc. This may result in additional training and/or changes in a driver's status.

### 9.5.3 Procedures / Responsibilities Branch

#### Management

- Will remove any driver determined to be ineligible from all driving responsibilities immediately upon notification.
- Will ensure that the requirements of this standard are followed by all applicable team members.
- Will verify that all company vehicles are only used for their intended purposes.
- Will confirm that DVIRs and Dispatch occur daily and all vehicles are maintained in a safe working condition.

#### Driver

- Only BrightView authorized and qualified employees will drive a company motor vehicle
- Will report all collisions or vehicle damage experienced in a Company vehicle, (regardless of fault) to management immediately after the event occurs or damage is recognized.
- Drivers must report all citations, violations and/or revocations received in a Personally Owned Vehicle within 24 hours of notification.
- Drivers must report any medications and/or medical issues that may impact ability to drive within 24 hours of notification.
- Will complete remedial training as directed or risk losing driving privileges
- Complete BrightView's "Hours of Service" training



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Job Name: Reunion Metro District 2020-2022 Landscape Improvements

**Draft Schedule**

- F26A – June 29, 2020
  - Landscape 15 Days
  - Irrigation 15 Days
- F37-1A –
  - Landscape 80 Days
  - Irrigation 75 Days
- F37-1B –
  - Landscape 10 Days
  - Irrigation 15 Days
- 112<sup>th</sup>-A –
  - Landscape 40 Days
  - Irrigation 20 Days
- 112<sup>th</sup>-B –
  - Landscape 10 Days
  - Irrigation 10 Days
- 112<sup>th</sup>-C –
  - Landscape 30 Days
  - Irrigation 35 Days
- F37-2B – Spring 2021
  - Landscape 15 Days
  - Irrigation 30 Days
- F37-2C –
  - Landscape 10 Days
- F37-3
  - Landscape 10 Days
- F37-4B
  - Landscape 10 Days
- F37-5
  - Landscape 10 Days
- F37-6
  - Landscape 90 Days
  - Irrigation 50 Days
- F37-A Complete 2022
  - 10 Days

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/20/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements within Filing 26A at Reunion Parkway and 106 <sup>th</sup> Avenue.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - Filing 26 Alley landscape improvements, which include tree lawn & open space landscape, site prep, fine grading, irrigation, and a one-year maintenance of the landscaping and irrigation improvements installed.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Brightview Landscape Development**.

2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 26A Landscape Improvements including miscellaneous staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.

**BACKGROUND INFORMATION**

- Filing #26A landscape and irrigation improvements are associated with the development of lots by Tri-Pointe and located within NRMD#2. Based on my discussions with the Landscape Architect no new irrigation taps are proposed and the new irrigation system will connect into the existing irrigation system constructed as part of Filing #26. Therefore no new taps or ERU's are proposed/required from SACW&SD.

**FINANCIAL DETAILS**

Directly below are the financial details for awarding the contracts associated with this board communication:

Landscaping Contract to Brightview

Total Contract Price to Brightview - **\$109,760.35**

10% Contingency - \$10,976

CM Contract with JR Engineering (13.0% of \$120k) - \$15,600

**Total Landscape Budget including Contingency and CM - \$136,336**

**RECOMMENDATION/EVALUATION OF BIDS**  
**REUNION METROPOLITAN DISTRICT**  
**FILING 26 ALLEY LANDSCAPE IMPROVEMENTS**

Prepared for:

Reunion Metropolitan District  
17910 E. Parkside Drive North  
Commerce City, CO 80022

Prepared by:

**JR ENGINEERING, LLC**  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112  
(303) 740-9393

July 2020



July 20, 2020

Board of Directors  
**Reunion Metropolitan District**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids**  
**RMD Filing 26 Alley Landscape Improvements**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on June 11, 2020 for the Reunion Metropolitan District Filing 26 Alley Landscape Improvements Project. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project is located in Commerce City, CO near Reunion Parkway and 106<sup>th</sup> Avenue across from the Reunion Recreation Center. The work consists of landscape improvements including tree lawn & open space landscape, site prep, fine grading, irrigation, and a one-year maintenance of the landscaping and irrigation improvements installed.

JR Engineering received bids from 5 Contractors for the RMD Filing 26 Alley Landscape Project. Contractors' were required to bid on all bid schedules in their entirety. The 5 Contractors and their respective bids from lowest to highest price are as follows:

<b>CONTRACTOR</b>	<b>TOTAL BID</b>
Brightview	<b>\$109,760.35</b>
CDI	<b>\$133,078.15</b>
WSR	<b>\$147,060.70</b>
Designscapes	<b>\$150,050.00</b>
ACC	<b>\$165,305.30</b>

A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.

Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance, Bid Price, and Preliminary Schedule.



### **1. Bid Document Conformance:**

CONTRACTOR	Signed Proposal	Addendum Acknowledgement	Qualification Statement	Schedule
ACC	X	X	X	X
Brightview	X	X	X	X
CDI	X	X	X	X
Designscapes	X	X	X	X
WSR	X	X	X	X

All Contractors submitted the required bid documents.

### **2. Bid Price:**

JR Engineering prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.

### **3. Preliminary Schedule Evaluation**

Each proposal required a preliminary construction schedule to be submitted with the bid. The preliminary schedule for the lowest bidder is attached for review (Attachment #2). Bidders were to assume a construction start by September 9<sup>th</sup> and completion of the Filing 26A work in 30 Calendar Days.

### **4. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of the bid schedule based on the above categories for the Filing 26 Alley Landscape Improvements Project for the Reunion Metropolitan District.

CONTRACTOR	RECOMMENDATION
Brightview	Award Lowest Qualified Bidder
CDI	Second
WSR	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.

Sincerely,

**JR ENGINEERING, LLC**

Aaron Clutter, P.E.

## Attachment #1a

## REUNION METRO DISTRICT

## F26A Landscape Improvements

## Bidders Checklist

Bid Opening 1:00 p.m., June 11, 2020

COMPANY NAME	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Addendum No. 5	Signed Bid Proposal	Contractor's Qual. Statement	Preliminary Schedule	Bid Schedule - Total Bid
American Civil Constructors, LLC	✓	✓	✓	✓	✓	✓	✓	✓	\$ 165,305.30
Brightview Landscape Development, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 109,755.35
CDI Environmental Contractor	✓	✓	✓	✓	✓	✓	✓	✓	\$ 133,078.15
Colorado Designsapes, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 150,000.00
Western States Reclamation, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 147,060.70







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Job Name: Reunion Metro District 2020-2022 Landscape Improvements

**Draft Schedule**

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  - Landscape 80 Days
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- F37-1B –
  - Landscape 10 Days
  - Irrigation 15 Days
- 112<sup>th</sup>-A –
  - Landscape 40 Days
  - Irrigation 20 Days
- 112<sup>th</sup>-B –
  - Landscape 10 Days
  - Irrigation 10 Days
- 112<sup>th</sup>-C –
  - Landscape 30 Days
  - Irrigation 35 Days
- F37-2B – Spring 2021
  - Landscape 15 Days
  - Irrigation 30 Days
- F37-2C –
  - Landscape 10 Days
- F37-3
  - Landscape 10 Days
- F37-4B
  - Landscape 10 Days
- F37-5
  - Landscape 10 Days
- F37-6
  - Landscape 90 Days
  - Irrigation 50 Days
- F37-A Complete 2022
  - 10 Days

# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Filing #26A located in NRMD#2



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**JR ENGINEERING**

Service | Expertise | Quality



July 20, 2020

**Reunion Metropolitan District**

c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Construction Management Services for the Landscaping and Irrigation Improvements associated with Filing #26A located in NRMD#2

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with landscaping Improvements located within Reunion Filing #26A. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 25 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 5 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

## WORK PLAN

### Project Understanding

Based on our understanding, the Reunion Metropolitan District would like to complete Landscaping and Irrigation Improvements within Filings #26A. These improvements will include:

- Installing an irrigation system;
- Installing sod;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, **JR Engineering** will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, constructing testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 2-3 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Construction Management, Administration, Observation and Close-Out Services:** **JR Engineering** will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 2-3 months to complete. Specific services to be performed by **JR** are as follows:

**Review Contractor's Insurance and Bonds:** **JR** will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** **JR** personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. **JR** shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and





- Any other special construction conditions will be clarified.

**JR** will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** **JR** personnel will conduct weekly progress meetings with the Contractor. **JR** will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the next progress meeting; and
- Discuss and update the schedule and revise as necessary.

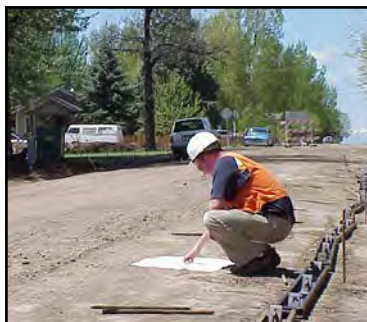
**Construction Scheduling:** **JR** will review the Contractor's construction schedules, activity sequence, and construction procedures.

**Pay Request Review:** **JR** personnel will review and approve pay requests forwarded from the Contractor. **JR** will forward the application for payment along with a recommendation for approval to the District. **JR's** review shall be for the purpose of providing a general review of the payment request. **JR** will also review and verify quantities of work performed during the pay request period.

**Change Order Request Review:** **JR** will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** **JR** will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. **JR** will also prepare and distribute monthly progress reports to the District of the general construction progress.

**Shop Drawing Review/Respond to RFI's:** **JR** personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. **JR** will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** **JR** personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.



**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, and City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** JR will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor for any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, JR will submit to the District all as-built records. JR will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, JR will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

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**Construction Staking Services:** JR Engineering will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** Built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$120,000**. The following is our proposed not to exceed fee percentages for Construction Management, Construction and Construction Staking for the District Landscape improvements.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding (2.5%)</u></b>	\$3,000
<b><u>Task 200 – Construction Management &amp; Administration (8.00%)</u></b>	\$9,600
<b><u>Task 300 – Construction Staking (2.5%)</u></b>	\$3,000
<b><u>Total (13.0%)</u></b>	<b>\$15,600</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Management Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. **JR** has estimated that the construction of the proposed improvements will take approximately 2-3 months to construct. If additional time is necessary beyond the 3 months this will be considered an additional service and discussed with the District.





**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/20/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements within Filing 26A at Reunion Parkway and 106 <sup>th</sup> Avenue.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - Filing 26 Alley landscape improvements, which include tree lawn & open space landscape, site prep, fine grading, irrigation, and a one-year maintenance of the landscaping and irrigation improvements installed.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Brightview Landscape Development**.

2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 26A Landscape Improvements including miscellaneous staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.

**BACKGROUND INFORMATION**

- Filing #26A landscape and irrigation improvements are associated with the development of lots by Tri-Pointe and located within NRMD#2. Based on my discussions with the Landscape Architect no new irrigation taps are proposed and the new irrigation system will connect into the existing irrigation system constructed as part of Filing #26. Therefore no new taps or ERU's are proposed/required from SACW&SD.

**FINANCIAL DETAILS**

Directly below are the financial details for awarding the contracts associated with this board communication:

Landscaping Contract to Brightview

Total Contract Price to Brightview - **\$109,760.35**

10% Contingency - \$10,976

CM Contract with JR Engineering (13.0% of \$120k) - \$15,600

**Total Landscape Budget including Contingency and CM - \$136,336**

**RECOMMENDATION/EVALUATION OF BIDS**  
**REUNION METROPOLITAN DISTRICT**  
**FILING 26 ALLEY LANDSCAPE IMPROVEMENTS**

Prepared for:

Reunion Metropolitan District  
17910 E. Parkside Drive North  
Commerce City, CO 80022

Prepared by:

**JR ENGINEERING, LLC**  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112  
(303) 740-9393

July 2020



July 20, 2020

Board of Directors  
**Reunion Metropolitan District**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids**  
**RMD Filing 26 Alley Landscape Improvements**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on June 11, 2020 for the Reunion Metropolitan District Filing 26 Alley Landscape Improvements Project. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project is located in Commerce City, CO near Reunion Parkway and 106<sup>th</sup> Avenue across from the Reunion Recreation Center. The work consists of landscape improvements including tree lawn & open space landscape, site prep, fine grading, irrigation, and a one-year maintenance of the landscaping and irrigation improvements installed.

JR Engineering received bids from 5 Contractors for the RMD Filing 26 Alley Landscape Project. Contractors' were required to bid on all bid schedules in their entirety. The 5 Contractors and their respective bids from lowest to highest price are as follows:

<b>CONTRACTOR</b>	<b>TOTAL BID</b>
Brightview	<b>\$109,760.35</b>
CDI	<b>\$133,078.15</b>
WSR	<b>\$147,060.70</b>
Designscapes	<b>\$150,050.00</b>
ACC	<b>\$165,305.30</b>

A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.

Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance, Bid Price, and Preliminary Schedule.



### **1. Bid Document Conformance:**

CONTRACTOR	Signed Proposal	Addendum Acknowledgement	Qualification Statement	Schedule
ACC	X	X	X	X
Brightview	X	X	X	X
CDI	X	X	X	X
Designscapes	X	X	X	X
WSR	X	X	X	X

All Contractors submitted the required bid documents.

### **2. Bid Price:**

JR Engineering prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.

### **3. Preliminary Schedule Evaluation**

Each proposal required a preliminary construction schedule to be submitted with the bid. The preliminary schedule for the lowest bidder is attached for review (Attachment #2). Bidders were to assume a construction start by September 9<sup>th</sup> and completion of the Filing 26A work in 30 Calendar Days.

### **4. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of the bid schedule based on the above categories for the Filing 26 Alley Landscape Improvements Project for the Reunion Metropolitan District.

CONTRACTOR	RECOMMENDATION
Brightview	Award Lowest Qualified Bidder
CDI	Second
WSR	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.

Sincerely,

**JR ENGINEERING, LLC**

Aaron Clutter, P.E.

## Attachment #1a

## REUNION METRO DISTRICT

## F26A Landscape Improvements

## Bidders Checklist

Bid Opening 1:00 p.m., June 11, 2020

COMPANY NAME	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Addendum No. 5	Signed Bid Proposal	Contractor's Qual. Statement	Preliminary Schedule	Bid Schedule - Total Bid
American Civil Constructors, LLC	✓	✓	✓	✓	✓	✓	✓	✓	\$ 165,305.30
Brightview Landscape Development, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 109,755.35
CDI Environmental Contractor	✓	✓	✓	✓	✓	✓	✓	✓	\$ 133,078.15
Colorado Designsapes, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 150,000.00
Western States Reclamation, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 147,060.70

**Reunion Filing 26 Alley Landscape  
BID TABULATION SUMMARY**

Attachment #1

Item #	Description	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
26A.1	Mobilization	1	LS	\$52,000.00	\$ 52,000.00	\$ 5,475.00	\$ 5,475.00	\$ 3,736.00	\$ 3,736.00	\$ 22,078.75	\$ 22,078.75	\$ 3,290.00	\$ 3,290.00
26A.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,900.00	\$ 5,900.00	\$ 17,800.00	\$ 17,800.00	\$ 7,000.00	\$ 7,000.00	\$ 18,175.00	\$ 18,175.00
26A.3	Fine Grading, Site Prep	18,360	SF	\$ 0.10	\$ 1,836.00	\$ 0.06	\$ 1,106.60	\$ 0.23	\$ 4,222.80	\$ 0.05	\$ 918.00	\$ 0.10	\$ 1,836.00
26A.4	Soil Amendment (Planting Beds and Sodded Areas)	92	CY	\$ 48.00	\$ 4,416.00	\$ 32.00	\$ 2,944.00	\$ 57.50	\$ 5,290.00	\$ 50.00	\$ 4,600.00	\$ 44.85	\$ 4,126.20
26A.5	Soil Testing	1	EA	\$ 550.00	\$ 550.00	\$ 250.00	\$ 250.00	\$ 402.00	\$ 402.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
26A.6	(CSC) Catalpa Speciosa Catalpa, Western (GTS) Gledetsia Triacanthos Inermis 'Shademaster' Honeylocust, Shademaster	4	EA	\$ 445.00	\$ 1,780.00	\$ 460.00	\$ 1,840.00	\$ 570.00	\$ 2,280.00	\$ 465.00	\$ 1,860.00	\$ 555.00	\$ 2,220.00
26A.7	(QRN) Quercus Rubra Oak, Northern Red	2	EA	\$ 460.00	\$ 920.00	\$ 490.00	\$ 980.00	\$ 598.50	\$ 1,197.00	\$ 465.00	\$ 930.00	\$ 555.00	\$ 1,110.00
26A.8	(AGA) Acer Ginnala Amur Maple	3	EA	\$ 395.00	\$ 1,185.00	\$ 410.00	\$ 1,230.00	\$ 542.50	\$ 1,627.50	\$ 375.00	\$ 1,125.00	\$ 395.00	\$ 1,185.00
26A.9	(CCG) Crataegus Crus-Galli 'Inermis' Thornless Cockspur Hawthorn	2	EA	\$ 380.00	\$ 760.00	\$ 400.00	\$ 800.00	\$ 528.50	\$ 1,057.00	\$ 375.00	\$ 750.00	\$ 450.00	\$ 900.00
26A.10	(MPC) Malus x 'Prairifire Prairifire Crabapple	2	EA	\$ 395.00	\$ 790.00	\$ 350.00	\$ 700.00	\$ 506.50	\$ 1,013.00	\$ 375.00	\$ 750.00	\$ 450.00	\$ 900.00
26A.11	(MSS) Malus x 'Spring Snow' Spring Snow Crabapple	1	EA	\$ 380.00	\$ 380.00	\$ 420.00	\$ 420.00	\$ 528.50	\$ 528.50	\$ 375.00	\$ 375.00	\$ 470.00	\$ 470.00
26A.12	(PE) Pinus Edulis Pinon Pine	1	EA	\$ 450.00	\$ 450.00	\$ 380.00	\$ 380.00	\$ 555.50	\$ 555.50	\$ 455.00	\$ 455.00	\$ 575.00	\$ 575.00
26A.13	(PN) Pinus Nigra Austrian Pine	2	EA	\$ 425.00	\$ 850.00	\$ 400.00	\$ 800.00	\$ 569.50	\$ 1,139.00	\$ 455.00	\$ 910.00	\$ 595.00	\$ 1,190.00
26A.14	(AAB) Aronia Arbutifolia 'Brilliantissima' Brilliant Red Chokeberry	20	EA	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 34.85	\$ 697.00	\$ 34.00	\$ 680.00	\$ 34.10	\$ 682.00
26A.15	(CLC) Cotoneaster Lucidus Peking Cotoneaster	6	EA	\$ 30.00	\$ 180.00	\$ 28.00	\$ 168.00	\$ 84.40	\$ 506.40	\$ 34.00	\$ 204.00	\$ 32.55	\$ 195.30
26A.16	(PAR) Perovskia Atriplicifolia Russian Sage	20	EA	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 34.85	\$ 697.00	\$ 34.00	\$ 680.00	\$ 34.10	\$ 682.00
26A.17	(PCP) Prunus x Cistena Purple Leaf Plum	15	EA	\$ 33.00	\$ 495.00	\$ 35.00	\$ 525.00	\$ 39.00	\$ 585.00	\$ 34.00	\$ 510.00	\$ 39.05	\$ 585.75
26A.18	(PFG) Potentilla Fruticosa 'Gold Drop' Gold Drop Potentilla	30	EA	\$ 28.00	\$ 840.00	\$ 29.00	\$ 870.00	\$ 33.20	\$ 996.00	\$ 34.00	\$ 1,020.00	\$ 32.55	\$ 976.50
26A.19	(RNW) Rosa 'Nearly Wild' 'Nearly Wild Shrub Rose	29	EA	\$ 40.00	\$ 1,160.00	\$ 42.00	\$ 1,218.00	\$ 46.30	\$ 1,342.70	\$ 34.00	\$ 986.00	\$ 44.25	\$ 1,283.25
26A.20	(JSB) Juniperus Scopulorum 'Buffalo' Buffalo Juniper	12	EA	\$ 43.00	\$ 516.00	\$ 42.00	\$ 504.00	\$ 46.70	\$ 560.40	\$ 39.00	\$ 468.00	\$ 41.60	\$ 499.20
26A.21	(AGG) Andropogon 'Gerardi' Big Bluestem Grass	18	EA	\$ 12.00	\$ 216.00	\$ 15.00	\$ 270.00	\$ 20.70	\$ 372.60	\$ 13.00	\$ 234.00	\$ 15.30	\$ 275.40
26A.22	(BGB) Bouteloua Gracilis 'Blonde Ambition' Blonde Ambition Grass	59	EA	\$ 12.00	\$ 708.00	\$ 15.00	\$ 885.00	\$ 20.70	\$ 1,221.30	\$ 13.00	\$ 767.00	\$ 18.55	\$ 1,094.45
26A.23	(CAK) Calamagrostis acutiflora, Karl Forester Feather Reed Grass	52	EA	\$ 11.00	\$ 572.00	\$ 13.50	\$ 702.00	\$ 20.70	\$ 1,076.40	\$ 13.00	\$ 676.00	\$ 16.65	\$ 865.80
26A.24	(EPP) Echinacea purpurea Purple Coneflower	95	EA	\$ 10.00	\$ 950.00	\$ 14.25	\$ 1,353.75	\$ 17.90	\$ 1,700.50	\$ 12.00	\$ 1,140.00	\$ 15.30	\$ 1,453.50
26A.25	(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	98	EA	\$ 11.00	\$ 1,078.00	\$ 14.25	\$ 1,396.50	\$ 20.00	\$ 1,960.00	\$ 12.00	\$ 1,176.00	\$ 17.00	\$ 1,666.00
26A.26	(RFG) Rudbeckia fulgida, Goldsturm Black-eyed Susan	22	EA	\$ 10.00	\$ 220.00	\$ 13.50	\$ 297.00	\$ 17.90	\$ 393.80	\$ 12.00	\$ 264.00	\$ 15.30	\$ 336.60
26A.27	(SSM) Salvia x Sylvestris 'May Night' May Night Salvia	37	EA	\$ 10.00	\$ 370.00	\$ 12.25	\$ 453.25	\$ 17.90	\$ 662.30	\$ 12.00	\$ 444.00	\$ 15.30	\$ 566.10
26A.28	Sod	8,465	SF	\$ 0.46	\$ 3,893.90	\$ 0.60	\$ 5,079.00	\$ 0.63	\$ 5,332.95	\$ 0.65	\$ 5,502.25	\$ 0.90	\$ 7,618.50
26A.29	Rock Mulch (Planting Beds)	9,895	SF	\$ 0.90	\$ 8,905.50	\$ 0.75	\$ 7,421.25	\$ 1.19	\$ 11,775.05	\$ 1.70	\$ 16,821.50	\$ 1.45	\$ 14,347.75
26A.30	Shredded Cedar Mulch	100	SF	\$ 0.85	\$ 85.00	\$ 1.20	\$ 120.00	\$ 0.59	\$ 59.00	\$ 1.00	\$ 100.00	\$ 0.65	\$ 65.00
26A.31	Steel Edging	480	LF	\$ 4.00	\$ 1,920.00	\$ 5.00	\$ 2,400.00	\$ 8.73	\$ 4,190.40	\$ 5.25	\$ 2,520.00	\$ 4.05	\$ 1,944.00
26A.32	Weed Barrier Fabric	9,895	SF	\$ 0.12	\$ 1,187.40	\$ 0.22	\$ 2,176.90	\$ 0.37	\$ 3,661.15	\$ 0.30	\$ 2,968.50	\$ 0.66	\$ 6,530.70
26A.33	Two-Wire Surge Arrestor	5	EA	\$ 225.00	\$ 1,125.00	\$ 240.00	\$ 1,200.00	\$ 243.00	\$ 1,215.00	\$ 235.00	\$ 1,175.00	\$ 305.00	\$ 1,525.00
26A.34	Two-Wire Cable	770	LF	\$ 0.45	\$ 346.50	\$ 0.73	\$ 562.10	\$ 0.52	\$ 400.40	\$ 0.80	\$ 616.00	\$ 0.58	\$ 446.60
26A.35	6" Pop-up Spray Head	194	EA	\$ 19.00	\$ 3,686.00	\$ 28.00	\$ 5,432.00	\$ 41.70	\$ 8,089.80	\$ 33.00	\$ 6,402.00	\$ 33.35	\$ 6,469.90
26A.36	Drip Line Start Connection	16	EA	\$ 58.00	\$ 928.00	\$ 14.50	\$ 232.00	\$ 26.20	\$ 419.20	\$ 415.00	\$ 6,640.00	\$ 40.95	\$ 655.20
26A.37	1" Drip Valve Assembly	6	EA	\$ 670.00	\$ 4,020.00	\$ 600.00	\$ 3,600.00	\$ 342.50	\$ 2,055.00	\$ 660.00	\$ 3,960.00	\$ 570.00	\$ 3,420.00
26A.38	Drip Line Blow-Out Stub	13	EA	\$ 55.00	\$ 715.00	\$ 86.00	\$ 1,118.00	\$ 138.50	\$ 1,800.50	\$ 90.00	\$ 1,170.00	\$ 68.00	\$ 884.00
26A.39	Drip emitter	30	EA	\$ 2.20	\$ 66.00	\$ 2.75	\$ 82.50	\$ 6.10	\$ 183.00	\$ 3.70	\$ 111.00	\$ 1.90	\$ 57.00
26A.40	In-Line Drip Tubing	7,100	LF	\$ 1.40	\$ 9,940.00	\$ 1.50	\$ 10,650.00	\$ 1.61	\$ 11,431.00	\$ 2.25	\$ 15,975.00	\$ 1.75	\$ 12,425.00
26A.41	Gate Valve - 2" dia.	3	EA	\$ 330.00	\$ 990.00	\$ 310.00	\$ 930.00	\$ 295.50	\$ 886.50	\$ 220.00	\$ 660.00	\$ 250.00	\$ 750.00
26A.42	Gate Valve - 4" dia.	3	EA	\$ 1,100.00	\$ 3,300.00	\$ 520.00	\$ 1,560.00	\$ 448.00	\$ 1,344.00	\$ 820.00	\$ 2,460.00	\$ 460.00	\$ 1,380.00
26A.43	Quick Coupling Valve	4	EA	\$ 675.00	\$ 2,700.00	\$ 310.00	\$ 1,240.00	\$ 158.00	\$ 632.00	\$ 520.00	\$ 2,080.00	\$ 320.00	\$ 1,280.00
26A.44	Electric Control Valve - 1" dia.	7	EA	\$ 540.00	\$ 3,780.00	\$ 470.00	\$ 3,290.00	\$ 355.50	\$ 2,488.50	\$ 575.00	\$ 4,025.00	\$ 475.00	\$ 3,325.00
26A.45	Electric Control Valve - 1-1/2" dia.	5	EA	\$ 550.00	\$ 2,750.00	\$ 520.00	\$ 2,600.00	\$ 393.50	\$ 1,967.50	\$ 825.00	\$ 4,125.00	\$ 525.00	\$ 2,625.00
26A.46	Valve Decoder at existing valve location	2	EA	\$ 210.00	\$ 420.00	\$ 210.00	\$ 420.00	\$ 570.00	\$ 1,140.00	\$ 150.00	\$ 300.00	\$ 230.00	\$ 460.00
26A.47	PVC Mainline w/ fittings and restraints	470	LF	\$ 20.00	\$ 9,400.00	\$ 26.00	\$ 12,220.00	\$ 11.90	\$ 5,593.00	\$ 20.00	\$ 9,400.00	\$ 20.00	\$ 9,400.00
26A.48	PVC Mainline w/ fittings	70	LF	\$ 19.00	\$ 1,330.00	\$ 45.00	\$ 3,150.00	\$ 17.00	\$ 1,190.00	\$ 13.00	\$ 910.00	\$ 23.00	\$ 1,610.00
26A.49	PVC Mainline w/ fittings	210	LF	\$ 7.00	\$ 1,470.00	\$ 5.00	\$ 1,050.00	\$ 4.24	\$ 890.40	\$ 3.00	\$ 630.00	\$ 6.40	\$ 1,344.00
26A.50	PVC Lateral with fittings	30	LF	\$ 4.50	\$ 135.00	\$ 3.25	\$ 97.50	\$ 3.61	\$ 108.30	\$ 3.00	\$ 90.00	\$ 3.60	\$ 108.00
26A.51	PVC Lateral with fittings	200	LF	\$ 4.25	\$ 850.00	\$ 2.75	\$ 550.00	\$ 3.30	\$ 660.00	\$ 2.50	\$ 500.00	\$ 3.30	\$ 660.00
26A.52	PVC Lateral with fittings	1,980	LF	\$ 3.50	\$ 6,930.00	\$ 2.25	\$ 4,455.00	\$ 3.00	\$ 5,940.00	\$ 2.25	\$ 4,455.00	\$ 3.00	\$ 5,940.00
26A.53	Drip Supply Header Piping	400	LF	\$ 3.50	\$ 1,400.00	\$ 2.25	\$ 900.00	\$ 3.00	\$ 1,200.00	\$ 2.25	\$ 900.00	\$ 3.00	\$ 1,200.00
26A.54	Sod trenches/disturbed areas	600	SF	\$ 2.50	\$ 1,500.00	\$ 0.89	\$ 534.00	\$ 0.63	\$ 378.00	\$ 1.50	\$ 900.00	\$ 5.25	\$ 3,150.00
26A.55	Sleeve	10	LF	\$ 100.00	\$ 1,000.00	\$ 76.00	\$ 760.00	\$ 49.70	\$ 497.00	\$ 21.00	\$ 210.00	\$ 135.00	\$ 1,350.00
26A.56	Sleeve	66	LF	\$ 45.00	\$ 2,970.00	\$ 24.00	\$ 1,584.00	\$ 20.45	\$ 1,349.70	\$ 8.00	\$ 528.00	\$ 82.00	\$ 5,412.00
26A.57	Sleeve	32	LF	\$ 55.00	\$ 1,760.00	\$ 6.50	\$ 208.00	\$ 24.55	\$ 785.60	\$ 35.00	\$ 1,120.00	\$ 47.00	\$ 1,504.00
				<b>Total</b>	<b>\$ 165,305.30</b>	<b>Total</b>	<b>\$ 109,760.35</b>	<b>Total</b>	<b>\$ 133,078.15</b>	<b>Total</b>	<b>\$ 150,050.00</b>	<b>Total</b>	<b>\$ 147,060.70</b>



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Job Name: Reunion Metro District 2020-2022 Landscape Improvements

**Draft Schedule**

- F26A – June 29, 2020
  - Landscape 15 Days
  - Irrigation 15 Days
- F37-1A –
  - Landscape 80 Days
  - Irrigation 75 Days
- F37-1B –
  - Landscape 10 Days
  - Irrigation 15 Days
- 112<sup>th</sup>-A –
  - Landscape 40 Days
  - Irrigation 20 Days
- 112<sup>th</sup>-B –
  - Landscape 10 Days
  - Irrigation 10 Days
- 112<sup>th</sup>-C –
  - Landscape 30 Days
  - Irrigation 35 Days
- F37-2B – Spring 2021
  - Landscape 15 Days
  - Irrigation 30 Days
- F37-2C –
  - Landscape 10 Days
- F37-3
  - Landscape 10 Days
- F37-4B
  - Landscape 10 Days
- F37-5
  - Landscape 10 Days
- F37-6
  - Landscape 90 Days
  - Irrigation 50 Days
- F37-A Complete 2022
  - 10 Days



# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Filing #26A located in NRMD#2



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality



July 20, 2020

**Reunion Metropolitan District**

c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Construction Management Services for the Landscaping and Irrigation Improvements associated with Filing #26A located in NRMD#2

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with landscaping Improvements located within Reunion Filing #26A. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 25 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 5 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

## WORK PLAN

### Project Understanding

Based on our understanding, the Reunion Metropolitan District would like to complete Landscaping and Irrigation Improvements within Filings #26A. These improvements will include:

- Installing an irrigation system;
- Installing sod;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, **JR Engineering** will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, constructing testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 2-3 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Construction Management, Administration, Observation and Close-Out Services:** **JR Engineering** will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 2-3 months to complete. Specific services to be performed by **JR** are as follows:

**Review Contractor's Insurance and Bonds:** **JR** will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** **JR** personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. **JR** shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and



- Any other special construction conditions will be clarified.

**JR** will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** **JR** personnel will conduct weekly progress meetings with the Contractor. **JR** will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the next progress meeting; and
- Discuss and update the schedule and revise as necessary.

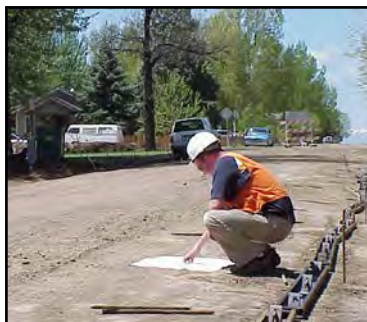
**Construction Scheduling:** **JR** will review the Contractor's construction schedules, activity sequence, and construction procedures.

**Pay Request Review:** **JR** personnel will review and approve pay requests forwarded from the Contractor. **JR** will forward the application for payment along with a recommendation for approval to the District. **JR's** review shall be for the purpose of providing a general review of the payment request. **JR** will also review and verify quantities of work performed during the pay request period.

**Change Order Request Review:** **JR** will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** **JR** will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. **JR** will also prepare and distribute monthly progress reports to the District of the general construction progress.

**Shop Drawing Review/Respond to RFI's:** **JR** personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. **JR** will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** **JR** personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.





**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, and City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** JR will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor for any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, JR will submit to the District all as-built records. JR will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, JR will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

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**Construction Staking Services:** JR Engineering will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** Built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$120,000**. The following is our proposed not to exceed fee percentages for Construction Management, Construction and Construction Staking for the District Landscape improvements.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding (2.5%)</u></b>	\$3,000
<b><u>Task 200 – Construction Management &amp; Administration (8.00%)</u></b>	\$9,600
<b><u>Task 300 – Construction Staking (2.5%)</u></b>	\$3,000
<b><u>Total (13.0%)</u></b>	<b>\$15,600</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Management Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. **JR** has estimated that the construction of the proposed improvements will take approximately 2-3 months to construct. If additional time is necessary beyond the 3 months this will be considered an additional service and discussed with the District.



**INDEPENDENT CONTRACTOR AGREEMENT**  
(CONSTRUCTION MANAGEMENT SERVICES FOR LANDSCAPING IMPROVEMENTS  
IN FILING #26A)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of August, 2020, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience



and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

#### 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Mark Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
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Contractor:	JR Engineering, LLC 7200 S. Alton Way, Suite C-400 Centennial, CO 80112 Attention: Aaron Clutter Phone: (303) 267-6220
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Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Construction  
Management Services with JR Engineering, dated August 4, 2020*

**CONTRACTOR:**

JR ENGINEERING, LLC, a Colorado limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_             )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as the \_\_\_\_\_ of JR Engineering, LLC.

Witness my hand and official seal.

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

\_\_\_\_\_  
Notary Public

***Contractor’s Signature Page to Independent Contractor Agreement for Construction Management Services with Reunion Metropolitan District, dated August 4, 2020***

**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Filing #26A located in NRMD#2



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**JR ENGINEERING**

Service | Expertise | Quality



July 20, 2020

**Reunion Metropolitan District**

c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Construction Management Services for the Landscaping and Irrigation Improvements associated with Filing #26A located in NRMD#2

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with landscaping Improvements located within Reunion Filing #26A. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 25 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 5 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President



## WORK PLAN

### Project Understanding

Based on our understanding, the Reunion Metropolitan District would like to complete Landscaping and Irrigation Improvements within Filings #26A. These improvements will include:

- Installing an irrigation system;
- Installing sod;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, **JR Engineering** will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, constructing testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 2-3 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Construction Management, Administration, Observation and Close-Out Services:** **JR Engineering** will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 2-3 months to complete. Specific services to be performed by **JR** are as follows:

**Review Contractor's Insurance and Bonds:** **JR** will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** **JR** personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. **JR** shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and



- Any other special construction conditions will be clarified.

**JR** will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** **JR** personnel will conduct weekly progress meetings with the Contractor. **JR** will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the next progress meeting; and
- Discuss and update the schedule and revise as necessary.

**Construction Scheduling:** **JR** will review the Contractor's construction schedules, activity sequence, and construction procedures.

**Pay Request Review:** **JR** personnel will review and approve pay requests forwarded from the Contractor. **JR** will forward the application for payment along with a recommendation for approval to the District. **JR's** review shall be for the purpose of providing a general review of the payment request. **JR** will also review and verify quantities of work performed during the pay request period.

**Change Order Request Review:** **JR** will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** **JR** will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. **JR** will also prepare and distribute monthly progress reports to the District of the general construction progress.

**Shop Drawing Review/Respond to RFI's:** **JR** personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. **JR** will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** **JR** personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.



**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, and City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** JR will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor for any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, JR will submit to the District all as-built records. JR will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, JR will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

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**Construction Staking Services:** JR Engineering will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** Built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$120,000**. The following is our proposed not to exceed fee percentages for Construction Management, Construction and Construction Staking for the District Landscape improvements.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding (2.5%)</u></b>	\$3,000
<b><u>Task 200 – Construction Management &amp; Administration (8.00%)</u></b>	\$9,600
<b><u>Task 300 – Construction Staking (2.5%)</u></b>	\$3,000
<b><u>Total (13.0%)</u></b>	<b>\$15,600</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Management Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. **JR** has estimated that the construction of the proposed improvements will take approximately 2-3 months to construct. If additional time is necessary beyond the 3 months this will be considered an additional service and discussed with the District.



**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE



**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/22/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements for Filing 37 at 112 <sup>th</sup> Avenue and Parkside Drive North located in NRMD#3.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> <li>1. Award a construction contract to the lowest responsive bidder to construct the following improvements:                             <ul style="list-style-type: none"> <li>• Phase 1A &amp; 1B - 2020 landscape improvements, which include tree lawn and open space landscape, site prep, fine grading, irrigation, sod, and a one-year maintenance of the landscaping and irrigation improvements installed.</li> <li>• Phases 2B,2C,3,4A,5,6,7 – 2021-2022 landscape improvements, which included tree lawn and open space landscape, site prep, fine grading, irrigation, sod, concrete flatwork, a park area including site furnishings, play equipment, structures &amp; sporting equipment, and a one-year maintenance of the landscaping and irrigation improvements installed.</li> </ul> </li> </ol> <p>Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to <b>Brightview Landscape Development</b>.</p> <ol style="list-style-type: none"> <li>2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 37 Landscape Improvements including staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.</li> </ol>

**BACKGROUND INFORMATION**

The following ERU's and SACWSD tap fees associated with Phases 1A & 1B have been approved by RMD for Tracts A, C, CC, and H:

- Tract A - 1-1/2" Water Tap and 19.43 ERUs: Total - \$102,530.87
- Tract C - 3/4" Water Tap and 0.42 ERUs: Total - \$3,086.78
- Tract CC - 3/4" Water Tap and 1.1 ERUs: Total - \$6,680.99
- Tract H - 1" Water Tap and 11.99 ERUs: Total - \$63,415.91

See attached Exhibits for tap coverage areas and phasing.

The Landscaping and Irrigation pricing from Brightview is within the original estimates provided by the landscape architect:

Phase	LA Estimate	Brightview Bid	Favorable Variance
Phase 1A	\$1,043,568.19	\$726,382.75	\$317,185.44
Phase 1B	\$34,043.42	\$32,390.53	\$1,652.89
Phase 2B	\$156,814.23	\$108,220.53	\$48,593.70
Phase 2C	\$25,652.60	\$14,420.68	\$11,231.92
Phase 3	\$12,667.30	\$7,909.74	\$4,757.56
Phase 4A	\$15,315.00	\$8,693.50	\$6,621.50
Phase 5	\$9,120.00	\$6,116.50	\$3,003.50
Phase 6	\$670,402.32	\$565,837.15	\$104,565.17
Phase 7	\$11,608.50	\$7,101.10	\$4,507.40
<b>Total</b>	<b>\$1,979,191.56</b>	<b>\$1,477,072.48</b>	<b>\$502,119.08</b>

**FINANCIAL DETAILS**

Directly below are the financial details for awarding the contracts associated with this board communication:

Landscaping Contract to Brightview

Bid Schedule F37-1A – Phase 1A – \$726,382.75

Bid Schedule F37-1B – Phase 1B – \$32,390.53

Bid Schedule F37-2B – Phase 2B – \$108,220.53

Bid Schedule F37-2C – Phase 2C – \$14,420.68

Bid Schedule F37-3 – Phase 3 – \$7,909.74

Bid Schedule F37-4A – Phase 4A – \$8,693.50

Bid Schedule F37-5 – Phase 5 – \$6,116.50

Bid Schedule F37-6 – Phase 6 – \$565,837.15

Bid Schedule F37-7 – Phase 7 – \$7,101.10

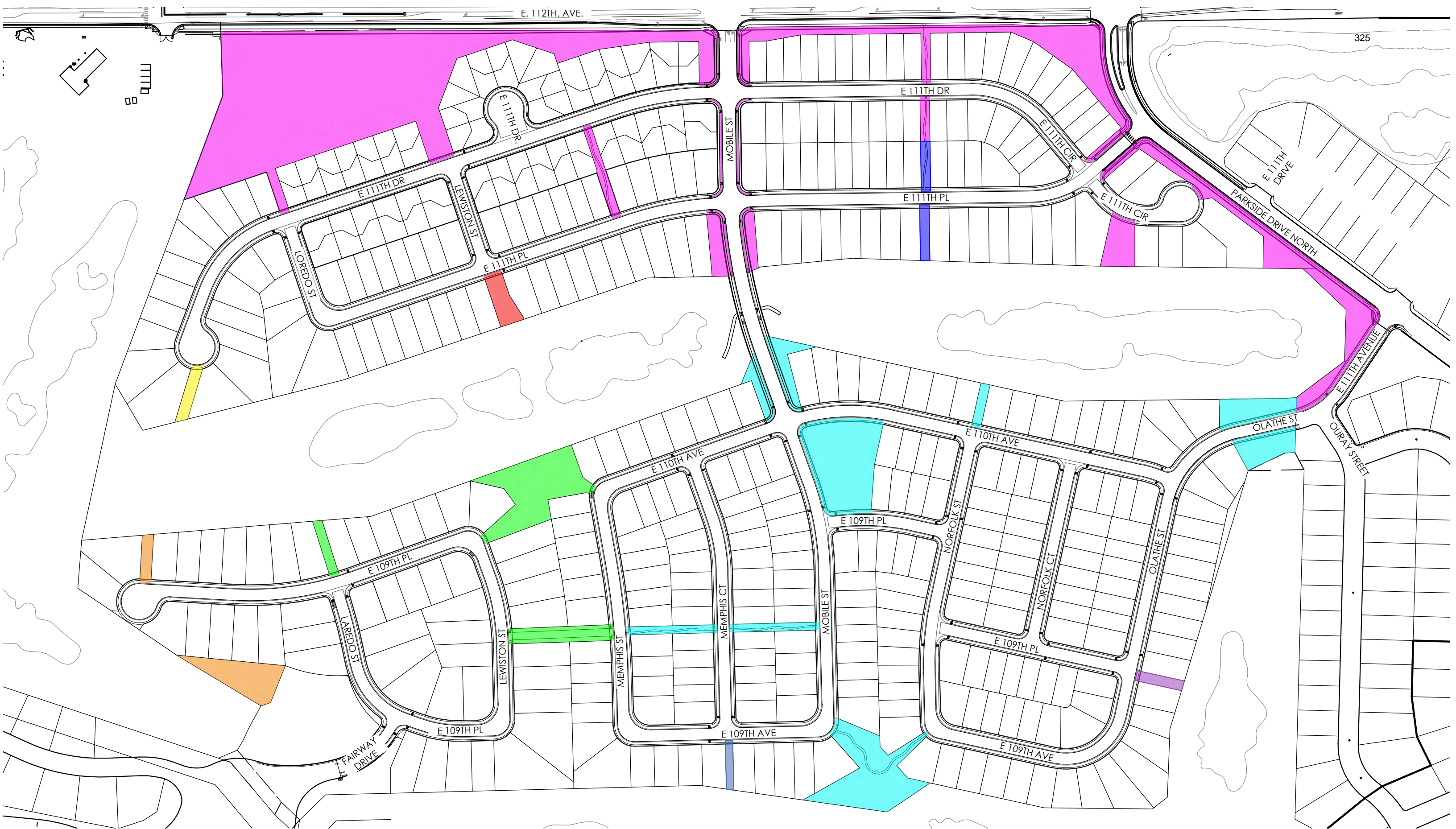
Total Contract Price to Brightview - **\$1,477,072.48**

5% Contingency - \$73,854










CM Contract to JR Engineering (7.5% of \$1.55M) - \$116,250

**Total Landscape Budget including Contingency and CM - \$1,667,176**

**The above financials do not include SACWSD Tap and ERU costs associated with Phases 2B,2C,3,4A,5,6,7**



Legend

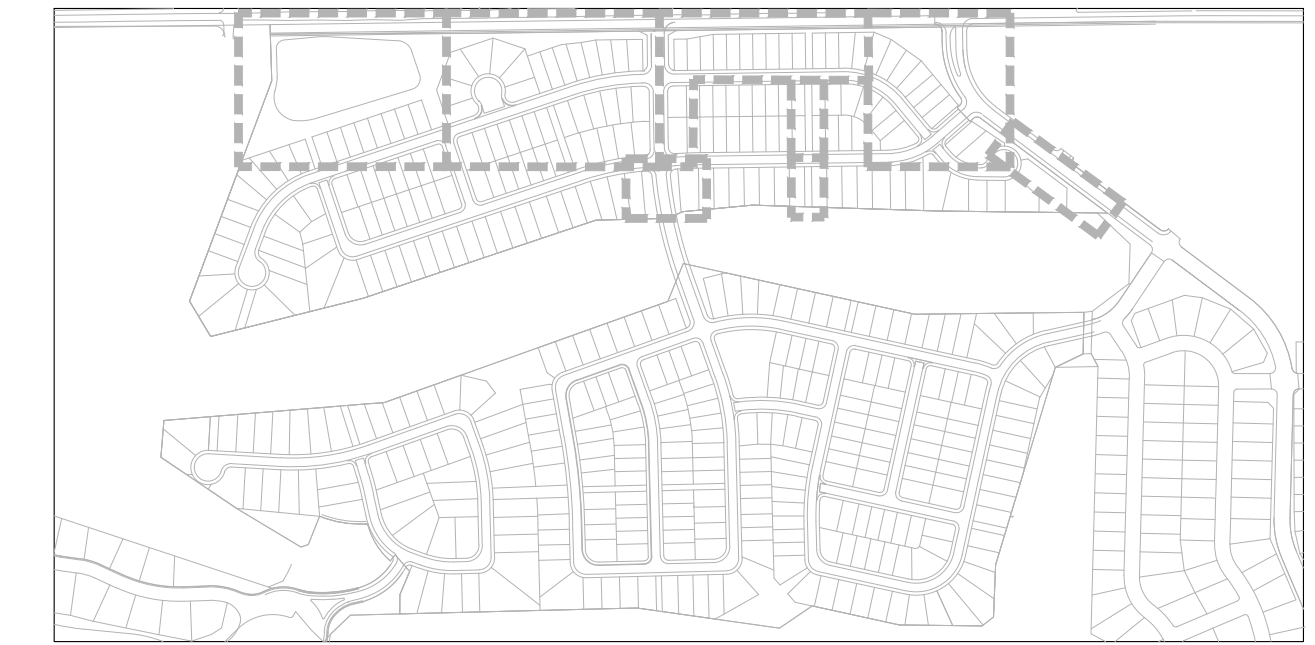
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|--|--|---|
|  Phase 1A |  Phase 2C |  Phase 5 |
|  Phase 1B |  Phase 3  |  Phase 6 |
|  Phase 2B |  Phase 4B |  Phase 7 |

Reunion Village 7  
Landscape Phasing

Scale: NTS July 22, 2020







KEY MAP



PROJECT NAME

REUNION VILLAGE 7  
COMMERCE CITY, COLORADO  
CONSTRUCTION DOCUMENTS  
90% CONSTRUCTION PLANS

SHEET TITLE

OVERALL IRRIGATION PLAN

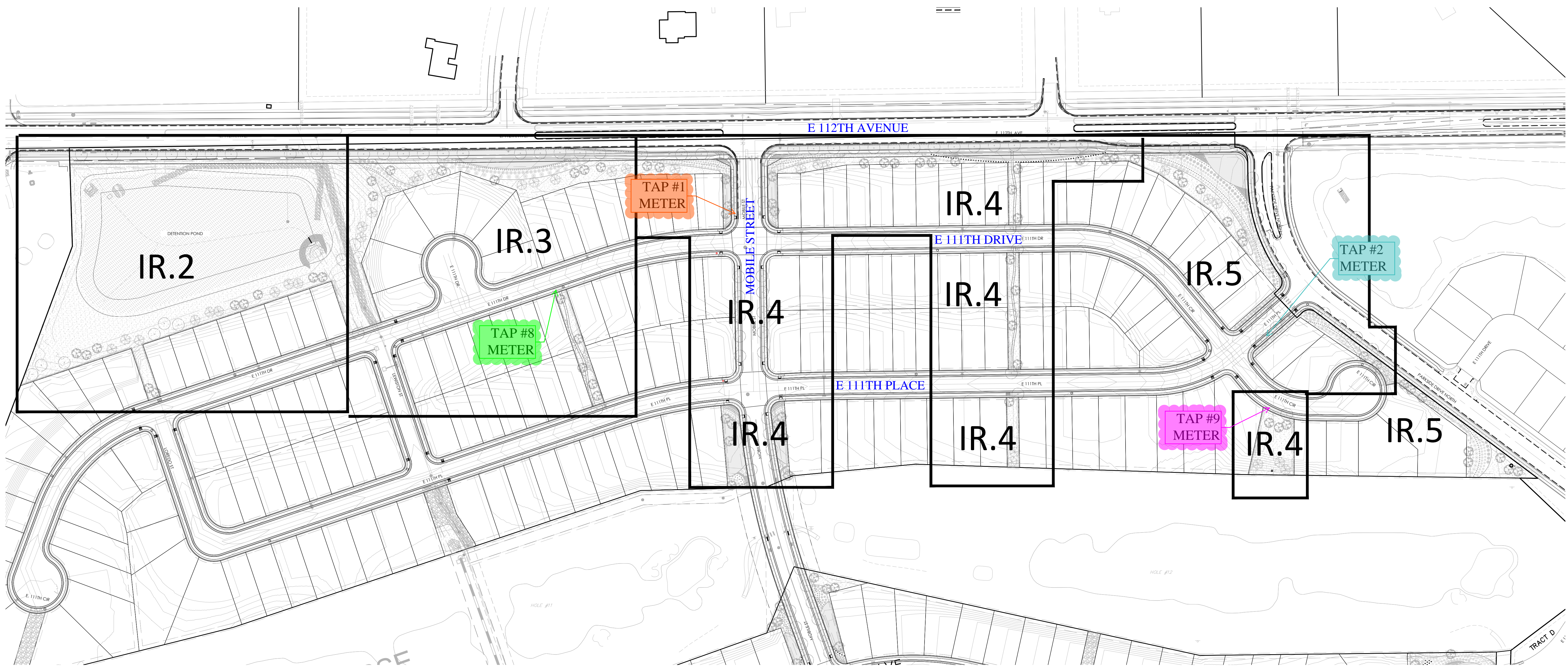
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IR.1

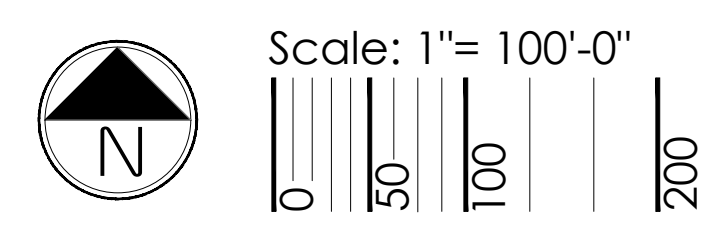
SHEET 16 OF 26

NOVEMBER 5, 2019

NOT FOR CONSTRUCTION



DIRECTORY	IR.0
IRRIGATION NOTES	IR.1 - IR.5
IRRIGATION PLANS	IR.6 - IR.8
IRRIGATION DETAILS	IR.9
IRRIGATION CHARTS	IR.10 - IR.11
SPECIFICATIONS	

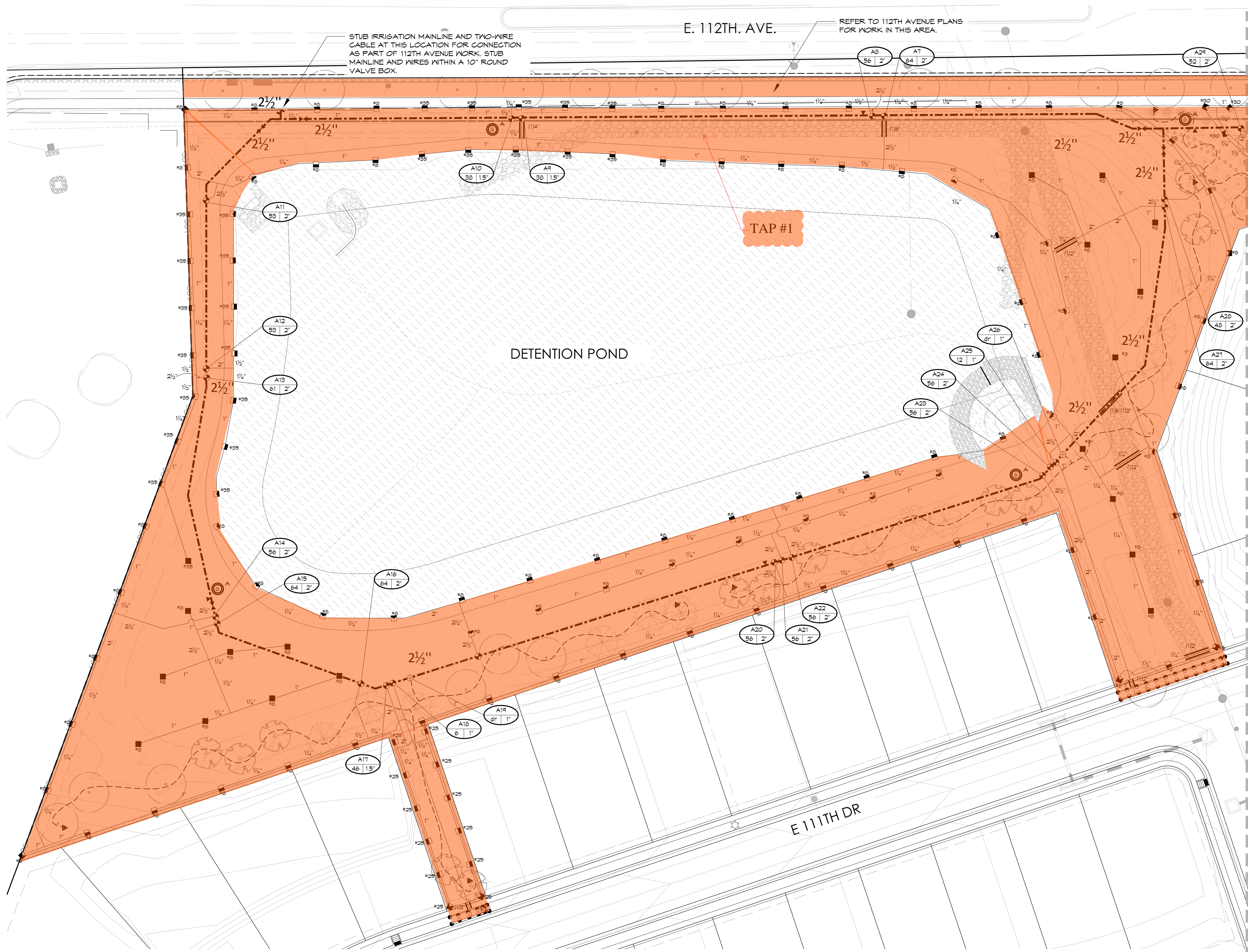


**HydroSystems** KDI  
Irrigation Consulting & Water Management  
860 Tabor Street, Suite 200 Lakewood, Colorado 80401  
o: 303.980.5327 www.hydrosystemsmdi.com

**811**  
Know what's below.  
Call before you dig.  
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

400-6499 jobs\6497-reunion\_village7\6497-n7-ir-cad.dwg





KEY MAP



PROJECT NAME

**REUNION VILLAGE 7**  
**COMMERCE CITY, COLORADO**  
**CONSTRUCTION DOCUMENTS**  
**90% CONSTRUCTION PLANS**

SHEET TITLE

IRRIGATION PLAN

SHEET NUMBER

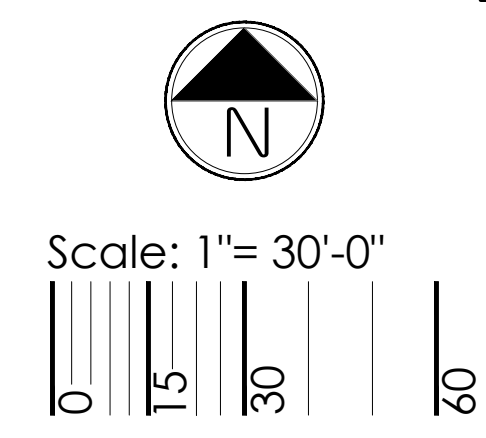
IR.2

SHEET 17 OF 26

NOVEMBER 5, 2019

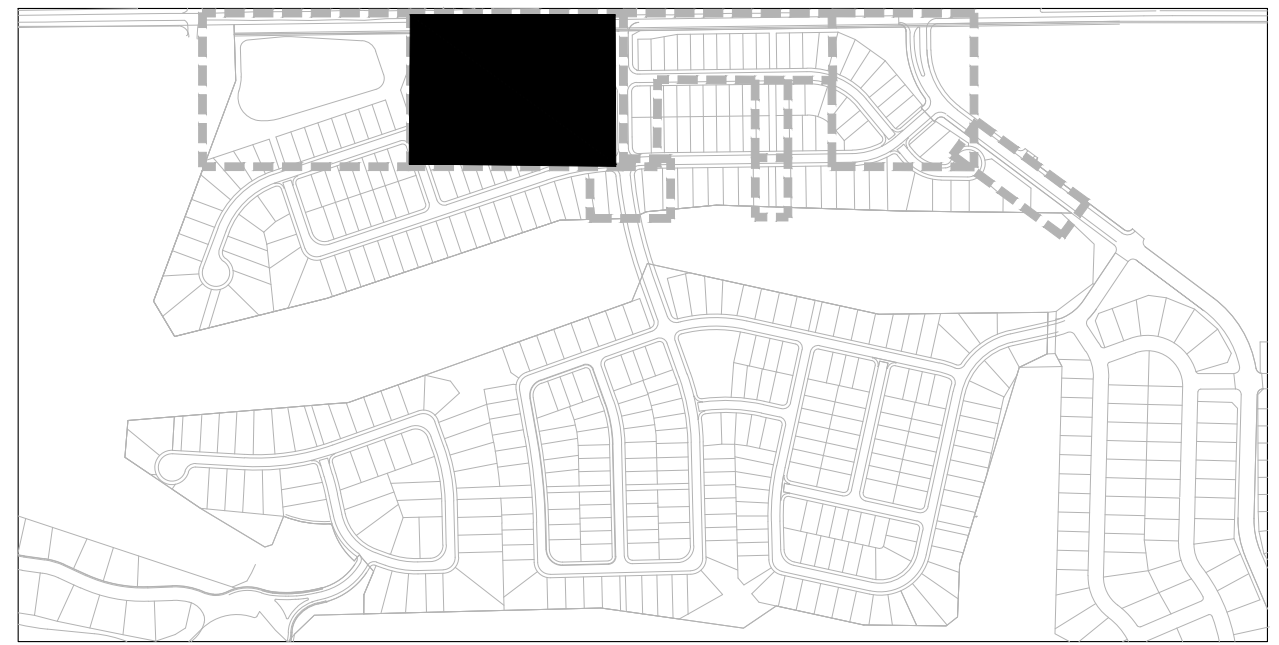
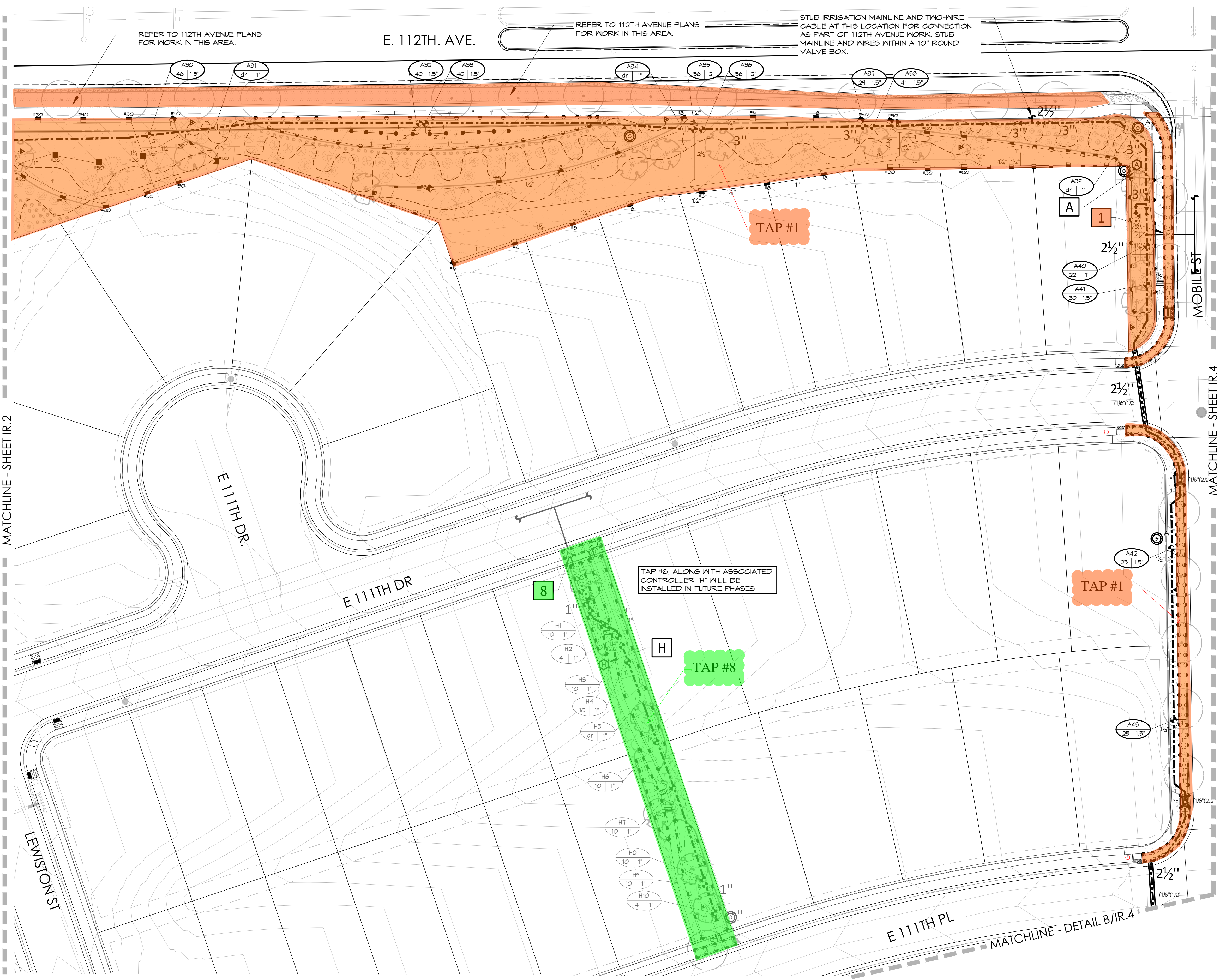
**DIRECTORY**

IRRIGATION NOTES	IR.0
IRRIGATION PLANS	IR.1 - IR.5
IRRIGATION DETAILS	IR.6 - IR.8
IRRIGATION CHARTS	IR.9
SPECIFICATIONS	IR.10 - IR.11



NOT FOR CONSTRUCTION





KEY MAP



PROJECT NAME

**REUNION VILLAGE 7**  
**COMMERCE CITY, COLORADO**  
**CONSTRUCTION DOCUMENTS**  
**90% CONSTRUCTION PLANS**

SHEET TITLE

IRRIGATION PLAN

SHEET NUMBER

**IR.3**

SHEET 18 OF 26

NOVEMBER 5, 2019

IRRIGATION EQUIPMENT IS SHOWN OUTSIDE LANDSCAPED AREA FOR GRAPHICAL CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN LANDSCAPED AREAS.

<b>DIRECTORY</b>	
IRRIGATION NOTES	IR.0
IRRIGATION PLANS	IR.1 - IR.5
IRRIGATION DETAILS	IR.6 - IR.8
IRRIGATION CHARTS	IR.9
SPECIFICATIONS	IR.10 - IR.11

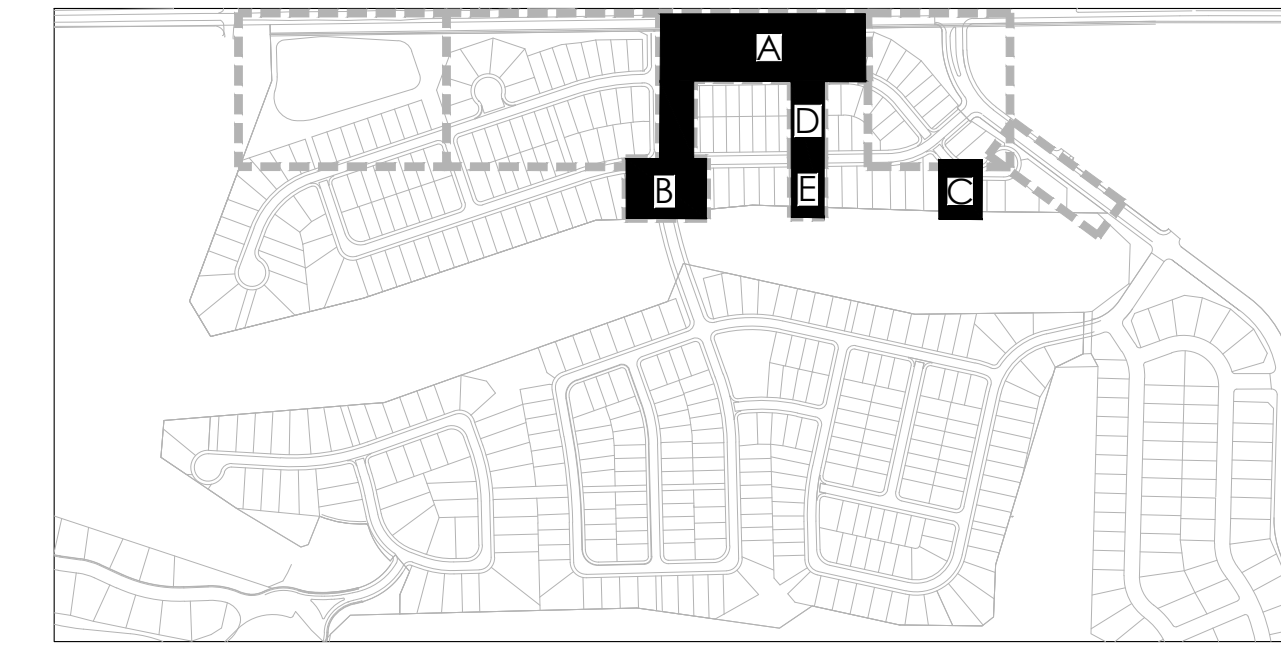
**HydroSystems** KDI  
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 860 Tabor Street, Suite 200 Lakewood, Colorado 80401  
 o: 303.980.5327 www.hydrosystemsmdi.com

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Scale: 1"= 30'-0"

**NOT FOR CONSTRUCTION**





KEY MAP

DIRECTORY	IR.0
IRRIGATION NOTES	IR.1 - IR.5
IRRIGATION PLANS	IR.6 - IR.8
IRRIGATION DETAILS	IR.9
IRRIGATION CHARTS	IR.10 - IR.11
SPECIFICATIONS	

PROJECT NAME

**REUNION VILLAGE 7**  
**COMMERCE CITY, COLORADO**  
**CONSTRUCTION DOCUMENTS**  
**90% CONSTRUCTION PLANS**

SHEET TITLE

IRRIGATION PLAN

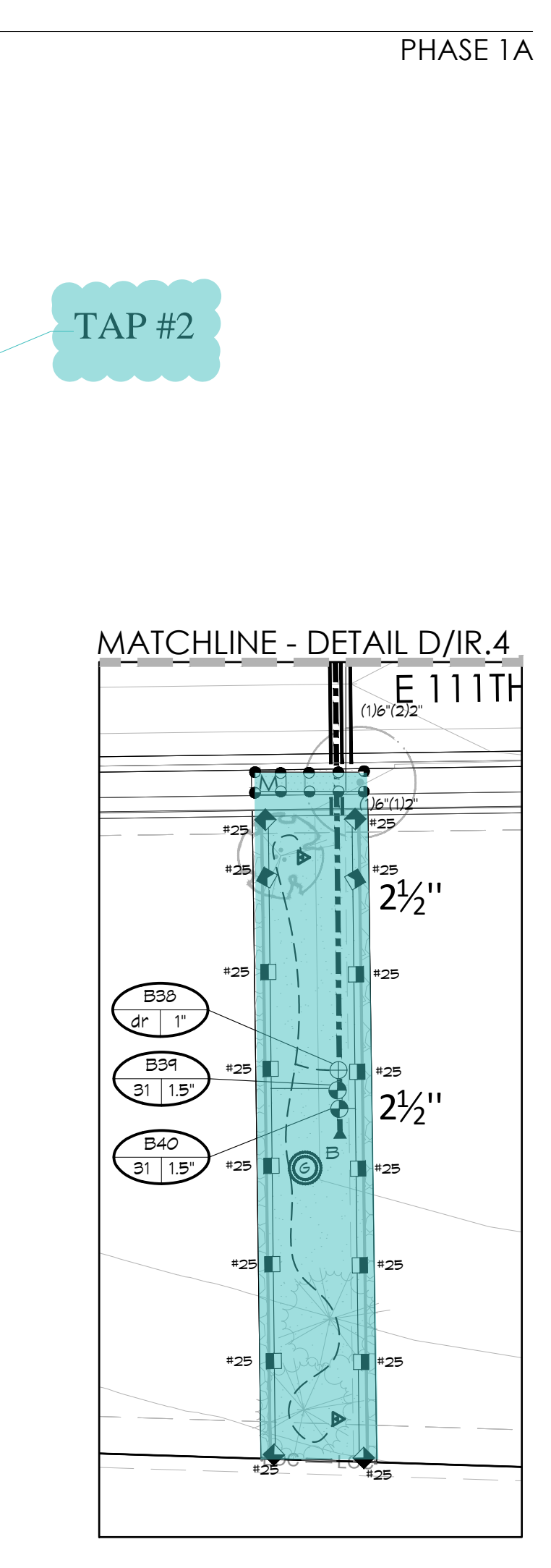
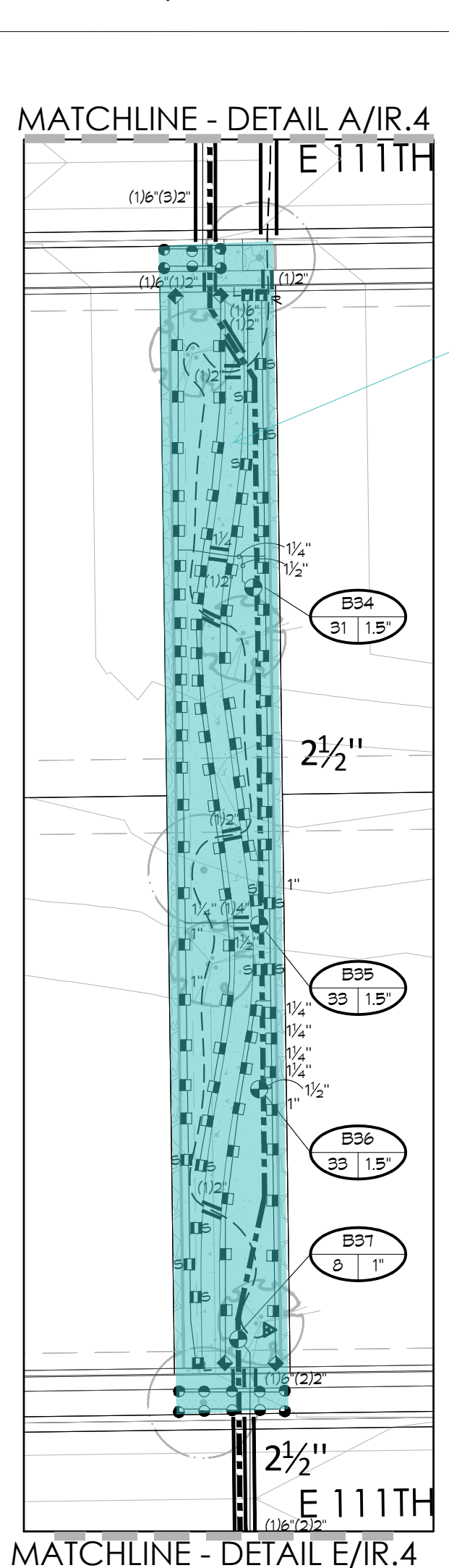
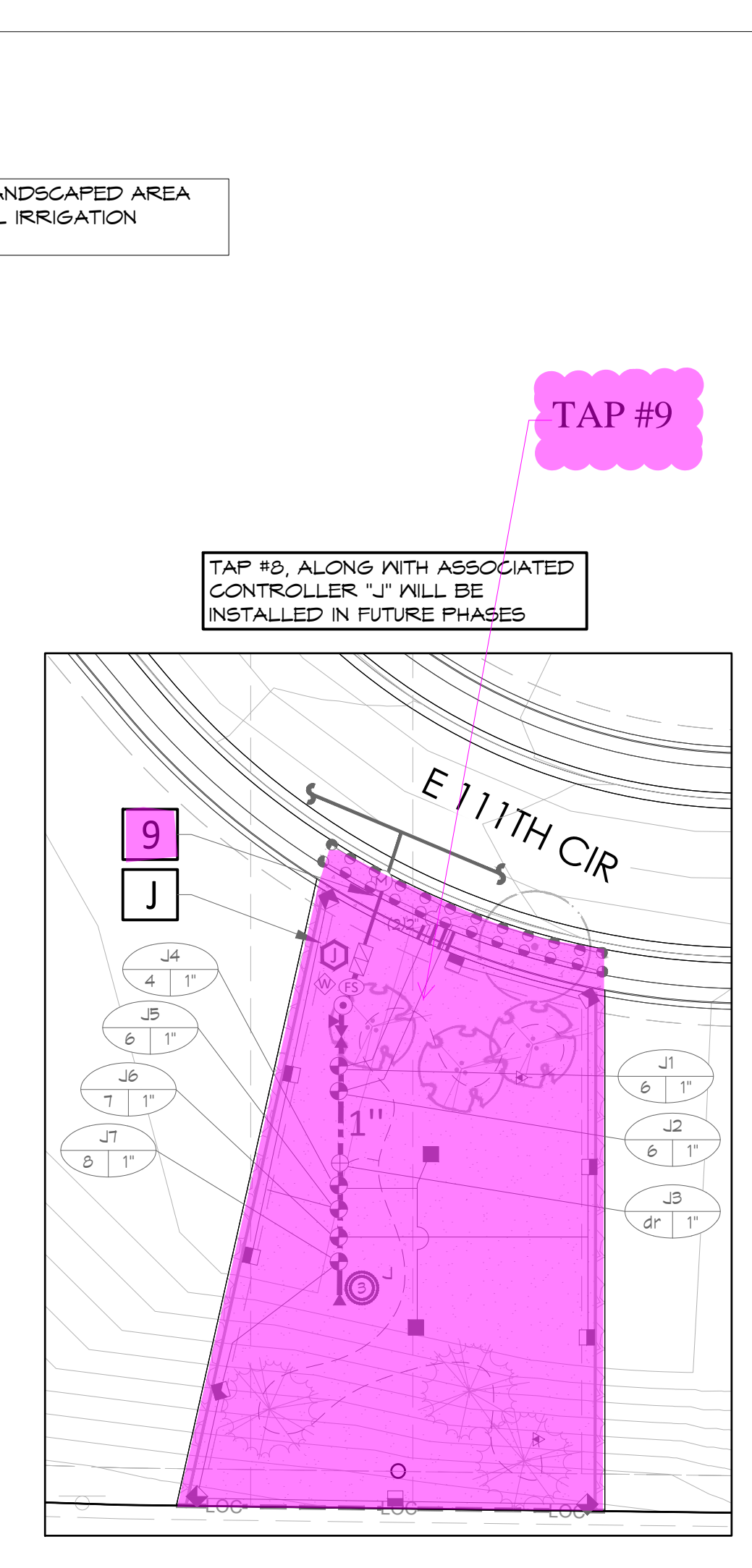
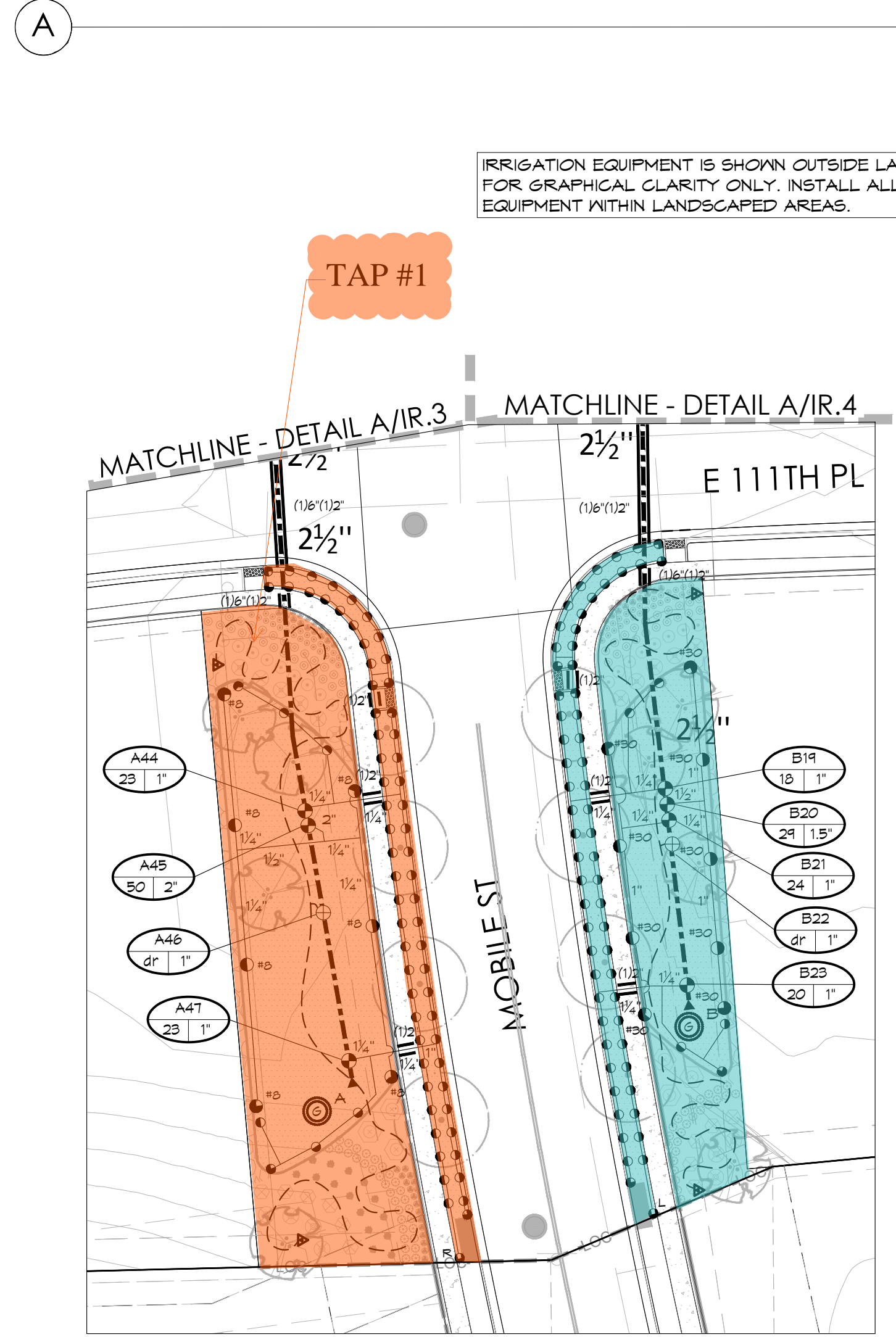
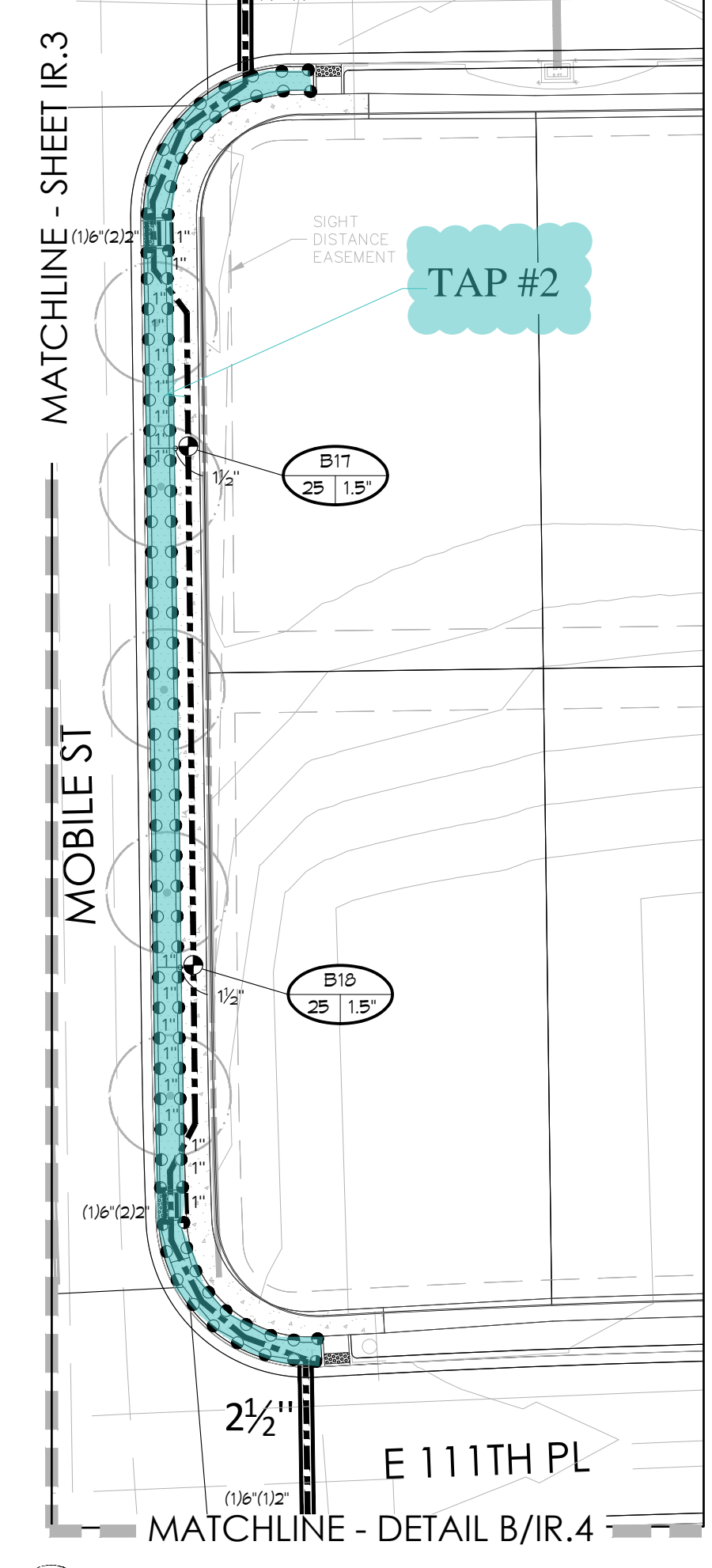
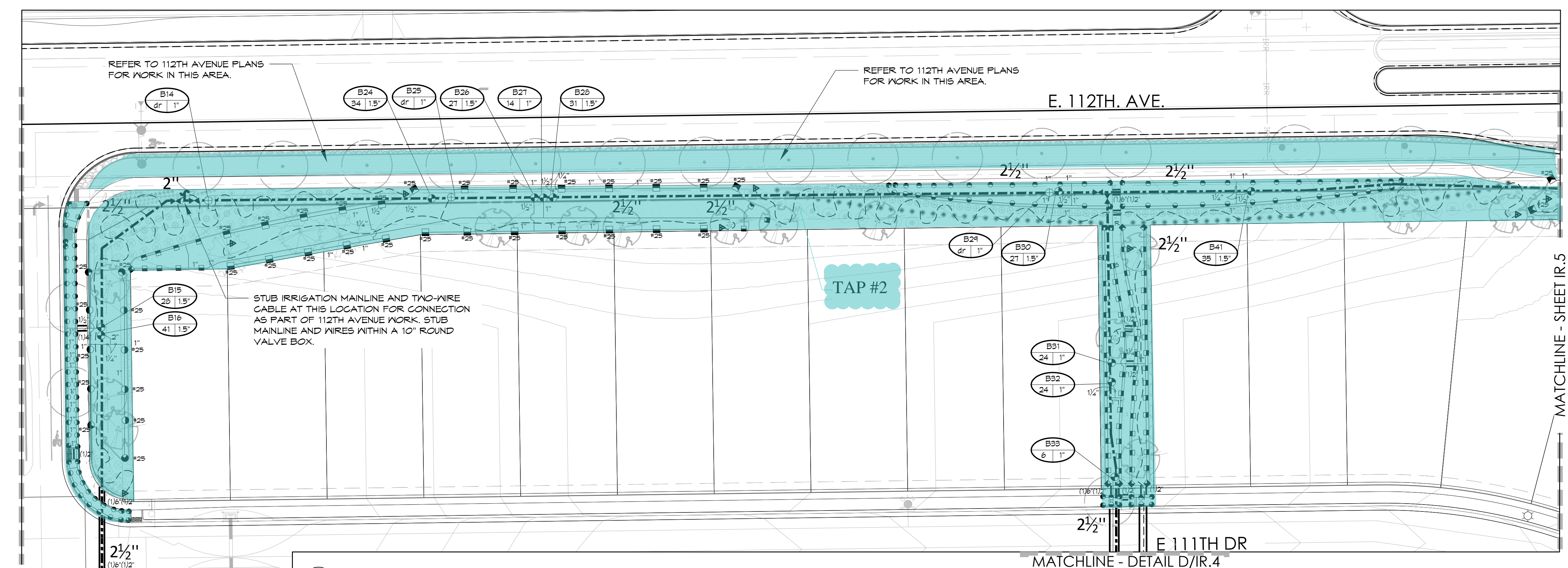
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IR.4

SHEET 19 OF 26

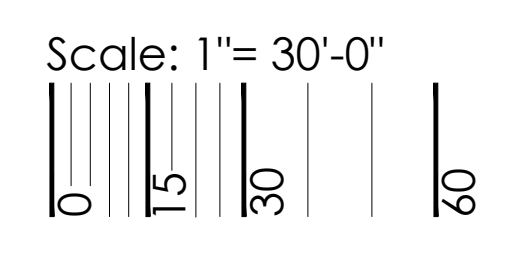
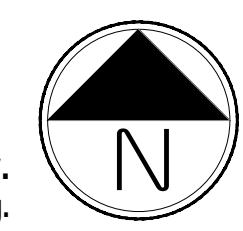
NOVEMBER 5, 2019

NOT FOR CONSTRUCTION

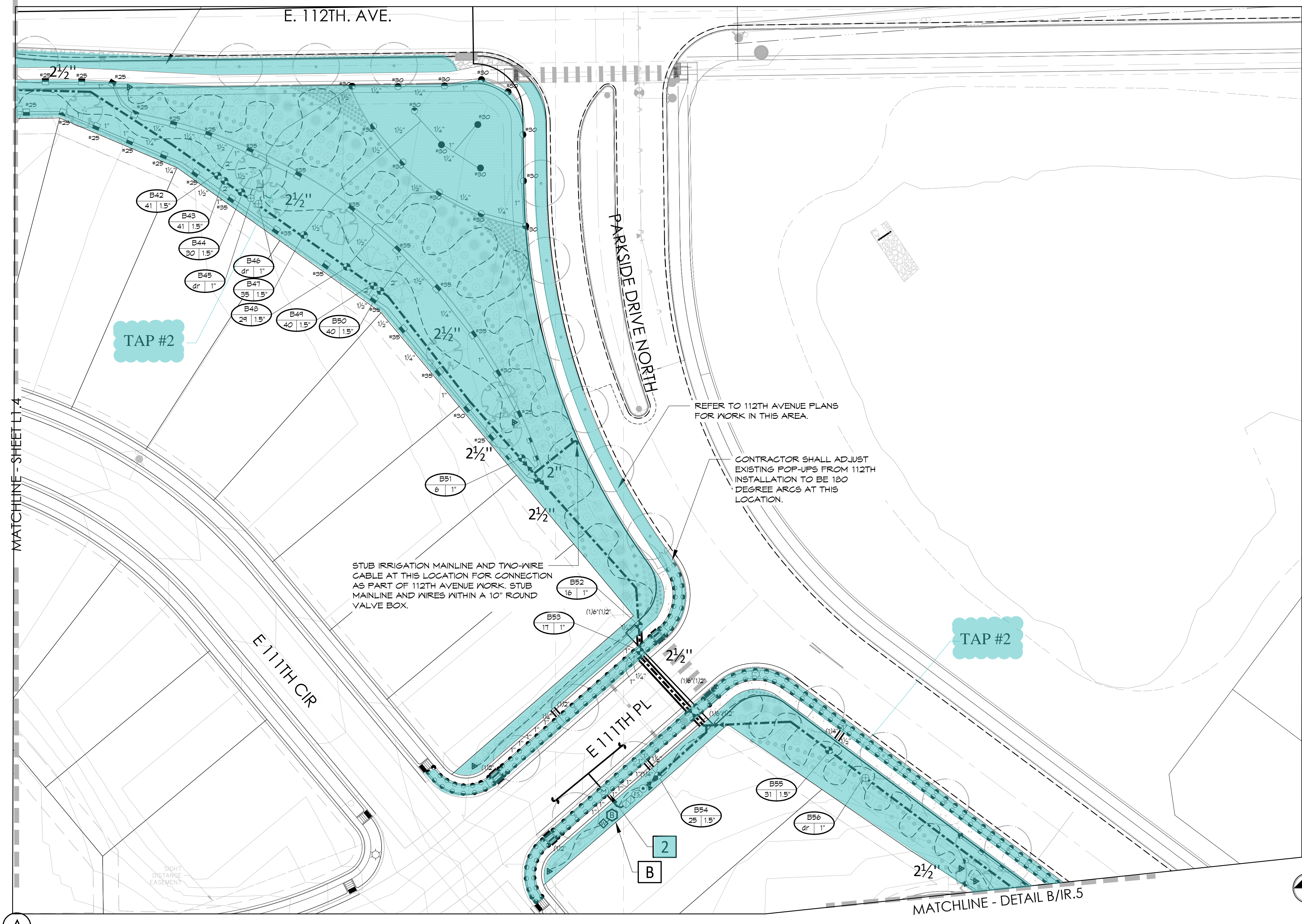


IRRIGATION EQUIPMENT IS SHOWN OUTSIDE LANDSCAPED AREA FOR GRAPHICAL CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN LANDSCAPED AREAS.

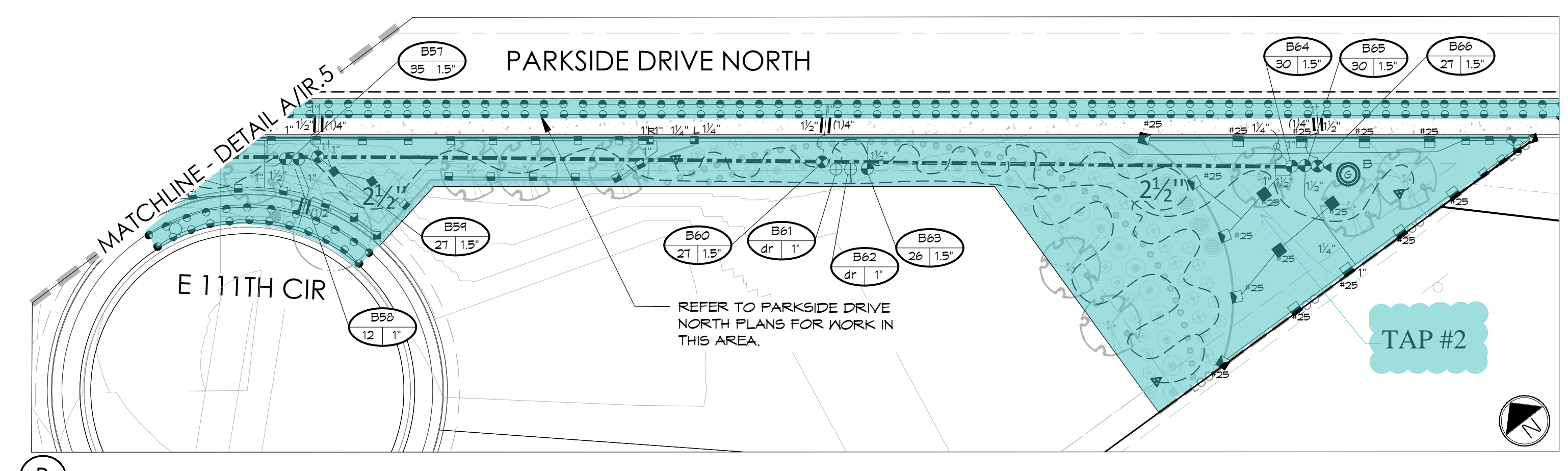
TAP #9, ALONG WITH ASSOCIATED CONTROLLER "J" WILL BE INSTALLED IN FUTURE PHASES







PHASE 1A



PHASE 1A



KEY MAP

PROJECT NAME

**REUNION VILLAGE 7**  
**COMMERCE CITY, COLORADO**  
**CONSTRUCTION DOCUMENTS**  
**90% CONSTRUCTION PLANS**

SHEET TITLE

IRRIGATION PLAN

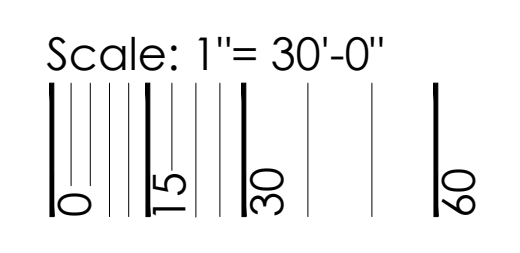
SHEET NUMBER

IR.5

SHEET 20 OF 26

NOVEMBER 5, 2019

NOT FOR CONSTRUCTION





**RECOMMENDATION/EVALUATION OF BIDS**  
**NORTH RANGE METROPOLITAN DISTRICT #3**  
**FILING 37 LANDSCAPE IMPROVEMENTS**

Prepared for:

North Range Metropolitan District #3  
17910 E. Parkside Drive North  
Commerce City, CO 80022

Prepared by:

**JR ENGINEERING, LLC**  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112  
(303) 740-9393

July 2020



July 17, 2020

Board of Directors  
**North Range Metropolitan District #3**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids**  
**NRMD #3 Filing 37 Landscape Improvements**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on June 11, 2020 for the North Range Metropolitan District #3 Filing 37 Landscape Improvements Project. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project is located in Commerce City, CO near 112<sup>th</sup> Avenue and Parkside Drive North. The work consists of landscape improvements including tree lawn and open space landscape, site prep, fine grading, irrigation, sod, concrete flatwork, a park area including site furnishings, play equipment, structures & sporting equipment, and a one-year maintenance of the landscaping and irrigation improvements installed.

This project was broken out into 9 separate bid schedules:

**2020 Landscape Improvements**  
**Bid Schedule F37-1A – Phase 1A**  
**Bid Schedule F37-1B – Phase 1B**

**2021-2022 Landscape Improvements**  
**Bid Schedule F37-2B – Phase 2B**  
**Bid Schedule F37-2C – Phase 2C**  
**Bid Schedule F37-3 – Phase 3**  
**Bid Schedule F37-4A – Phase 4A**  
**Bid Schedule F37-5 – Phase 5**  
**Bid Schedule F37-6 – Phase 6**  
**Bid Schedule F37-7 – Phase 7**

JR Engineering received bids from 5 Contractors for the NRMD #3 Filing 37 Landscaping Improvements Project. Contractors' were required to bid on all bid schedules in their entirety. The 5 Contractors and their respective bids from lowest to highest price are as follows:



CONTRACTOR	BID SCHEDULE F37-1A	BID SCHEDULE F37-1B	BID SCHEDULE F37-2B	BID SCHEDULE F37-2C	BID SCHEDULE F37-3
Brightview	\$726,382.75	\$32,390.53	\$108,220.53	\$14,420.68	\$7,909.74
WSR	\$958,167.49	\$41,664.15	\$162,194.37	\$22,193.29	\$13,408.63
Designscapes	\$875,000.00	\$61,000.00	\$162,000.00	\$35,000.00	\$32,000.00
ACC	\$923,266.15	\$69,721.12	\$186,532.61	\$33,552.00	\$23,862.00
CDI	\$1,025,950.34	\$66,692.07	\$160,378.70	\$28,583.92	\$16,941.93

CONTRACTOR	BID SCHEDULE F37-4A	BID SCHEDULE F37-5	BID SCHEDULE F37-6	BID SCHEDULE F37-7	Total for All Schedules
Brightview	\$8,693.50	\$6,116.50	\$565,837.15	\$7,101.10	<b>\$1,477,072.48</b>
WSR	\$13,304.00	\$8,397.20	\$727,071.98	\$10,494.20	<b>\$1,956,895.31</b>
Designscapes	\$30,000.00	\$35,000.00	\$705,000.00	\$30,000.00	<b>\$1,965,000.00</b>
ACC	\$22,292.50	\$19,316.00	\$717,373.15	\$18,118.50	<b>\$2,014,034.03</b>
CDI	\$15,791.20	\$11,906.62	\$723,926.35	\$12,985.20	<b>\$2,063,156.33</b>

A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.

Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance, Bid Price, and Preliminary Schedule.

### **1. Bid Document Conformance:**

CONTRACTOR	Signed Proposal	Addendum Acknowledgement	Qualification Statement	Schedule
ACC	X	X	X	X
Brightview	X	X	X	X
CDI	X	X	X	X
Designscapes	X	X	X	X
WSR	X	X	X	X

### **2. Bid Price:**

JR Engineering prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.



### **3. Preliminary Schedule Evaluation**

Each proposal required a preliminary construction schedule to be submitted with the bid. The preliminary schedule for the lowest bidder is attached for review (Attachment #2). Bidders were to assume a construction start by September 9<sup>th</sup> and completion of Schedule 1A & 1B by September 30, 2020 and the remaining schedules by September 30, 2022.

### **4. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of the bid schedule based on the above categories for the Filing 37 Landscape Improvements Project for the North Range Metropolitan District #3.

CONTRACTOR	RECOMMENDATION
Brightview	Award Lowest Qualified Bidder
WSR	Second
Designscapes	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.

Sincerely,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron Clutter, P.E.

Attachment #1a

NORTH RANGE METRO DISTRICT #3  
 F37 Landscape Improvements  
 Bidders Checklist  
 Bid Opening 1:00 p.m., June 11, 2020

COMPANY NAME	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Addendum No. 5	Signed Bid Proposal	Contractor's Qual. Statement	Preliminary Schedule	Bid Schedule 1A	Bid Schedule 1B	Bid Schedule 2B	Bid Schedule 2C	Bid Schedule 3	Bid Schedule 4A	Bid Schedule 5	Bid Schedule 6	Bid Schedule 7	Total Bid
American Civil Constructors, LLC	✓	✓	✓	✓	✓	✓	✓	✓	\$ 923,266.15	\$ 69,721.12	\$ 186,532.61	\$ 33,552.00	\$ 23,862.00	\$ 22,292.50	\$ 19,316.00	\$ 717,373.15	\$ 18,118.50	\$ 2,014,034.03
Brightview Landscape Development, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 726,382.75	\$ 32,390.53	\$ 108,220.53	\$ 14,420.68	\$ 7,909.74	\$ 8,693.50	\$ 6,116.50	\$ 565,837.15	\$ 7,101.10	\$ 1,477,072.48
CDI Environmental Contractor	✓	✓	✓	✓	✓	✓	✓	✓	\$ 1,025,950.34	\$ 66,692.07	\$ 160,378.70	\$ 28,583.92	\$ 16,941.93	\$ 15,791.20	\$ 11,906.62	\$ 723,926.35	\$ 12,985.20	\$ 2,063,156.33
Colorado Designscapes, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 875,000.00	\$ 61,000.00	\$ 162,000.00	\$ 35,000.00	\$ 32,000.00	\$ 30,000.00	\$ 35,000.00	\$ 705,000.00	\$ 30,000.00	\$ 1,965,000.00
Western States Reclamation, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 958,167.49	\$ 41,664.15	\$ 162,194.37	\$ 22,193.29	\$ 13,408.63	\$ 13,304.00	\$ 8,397.20	\$ 727,071.98	\$ 10,494.20	\$ 1,956,895.31



**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 1A**

Item #	Description	Quantity	Unit	ACC		Brightview		CDI		Designscapes		WSR	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
37-1A.79	6" Pop-up Spray Head	1,072	EA	\$ 19.00	\$ 20,368.00	\$ 29.00	\$ 31,088.00	\$ 41.35	\$ 44,327.20	\$ 33.00	\$ 35,376.00	\$ 33.45	\$ 35,858.40
37-1A.80	6" Rotor Head	34	EA	\$ 46.00	\$ 1,564.00	\$ 38.00	\$ 1,292.00	\$ 47.70	\$ 1,621.80	\$ 41.00	\$ 1,394.00	\$ 43.20	\$ 1,468.80
37-1A.81	12" Hi-pop Spray Head	269	EA	\$ 21.00	\$ 5,649.00	\$ 31.00	\$ 8,339.00	\$ 41.35	\$ 11,123.15	\$ 41.00	\$ 11,029.00	\$ 38.40	\$ 10,329.60
37-1A.82	12" Hi-pop Rotor Head	294	EA	\$ 56.00	\$ 16,464.00	\$ 52.00	\$ 15,288.00	\$ 47.70	\$ 14,023.80	\$ 52.00	\$ 15,288.00	\$ 58.75	\$ 17,566.50
37-1A.83	1" Drip Valve Assembly	18	EA	\$ 310.00	\$ 5,580.00	\$ 390.00	\$ 7,020.00	\$ 412.50	\$ 7,425.00	\$ 560.00	\$ 10,080.00	\$ 345.00	\$ 6,210.00
37-1A.84	Drip Line Blow-Out Stub	39	EA	\$ 55.00	\$ 2,145.00	\$ 86.00	\$ 3,354.00	\$ 156.50	\$ 6,103.50	\$ 90.00	\$ 3,510.00	\$ 75.00	\$ 2,925.00
37-1A.85	Drip - supply tubing	4,806	LF	\$ 3.50	\$ 16,821.00	\$ 1.40	\$ 6,728.40	\$ 3.02	\$ 14,514.12	\$ 2.25	\$ 10,813.50	\$ 2.70	\$ 12,976.20
37-1A.86	Drip Emitter Tubing w/ fittings	8,730	LF	\$ 1.30	\$ 11,349.00	\$ 1.50	\$ 13,095.00	\$ 4.98	\$ 43,475.40	\$ 2.25	\$ 19,642.50	\$ 2.52	\$ 21,999.60
37-1A.87	Master Valve - 2" dia.	1	EA	\$ 310.00	\$ 310.00	\$ 540.00	\$ 540.00	\$ 602.00	\$ 602.00	\$ 950.00	\$ 950.00	\$ 620.00	\$ 620.00
37-1A.88	Master Valve - 1-1/2" dia.	1	EA	\$ 300.00	\$ 300.00	\$ 390.00	\$ 390.00	\$ 343.50	\$ 343.50	\$ 460.00	\$ 460.00	\$ 585.00	\$ 585.00
37-1A.89	Master Valve - 1" dia.	2	EA	\$ 250.00	\$ 500.00	\$ 360.00	\$ 720.00	\$ 333.00	\$ 666.00	\$ 390.00	\$ 780.00	\$ 570.00	\$ 1,140.00
37-1A.90	Gate Valve - 3" dia.	5	EA	\$ 435.00	\$ 2,175.00	\$ 440.00	\$ 2,200.00	\$ 483.00	\$ 2,415.00	\$ 570.00	\$ 2,850.00	\$ 430.00	\$ 2,150.00
37-1A.91	Gate Valve - 2-1/2" dia.	12	EA	\$ 340.00	\$ 4,080.00	\$ 360.00	\$ 4,320.00	\$ 320.50	\$ 3,846.00	\$ 700.00	\$ 8,400.00	\$ 170.00	\$ 2,040.00
37-1A.92	Gate Valve - 1" dia.	2	EA	\$ 165.00	\$ 330.00	\$ 83.00	\$ 166.00	\$ 322.50	\$ 645.00	\$ 200.00	\$ 400.00	\$ 115.00	\$ 230.00
37-1A.93	Manual Drain Valve	12	EA	\$ 210.00	\$ 2,520.00	\$ 210.00	\$ 2,520.00	\$ 187.50	\$ 2,250.00	\$ 450.00	\$ 5,400.00	\$ 290.00	\$ 3,480.00
37-1A.94	Quick Coupling Valve	22	EA	\$ 160.00	\$ 3,520.00	\$ 310.00	\$ 6,820.00	\$ 178.50	\$ 3,927.00	\$ 300.00	\$ 6,600.00	\$ 305.00	\$ 6,710.00
37-1A.95	Electric Control Valve - 2" dia.	21	EA	\$ 285.00	\$ 5,985.00	\$ 460.00	\$ 9,660.00	\$ 325.50	\$ 6,835.50	\$ 560.00	\$ 11,760.00	\$ 410.00	\$ 8,610.00
37-1A.96	Electric Control Valve - 1-1/2" dia.	41	EA	\$ 250.00	\$ 10,250.00	\$ 390.00	\$ 15,990.00	\$ 320.00	\$ 13,120.00	\$ 520.00	\$ 21,320.00	\$ 305.00	\$ 12,505.00
37-1A.97	Electric Control Valve - 1" dia.	32	EA	\$ 225.00	\$ 7,200.00	\$ 340.00	\$ 10,880.00	\$ 279.00	\$ 8,928.00	\$ 360.00	\$ 11,520.00	\$ 255.00	\$ 8,160.00
37-1A.98	Flow Sensor - 2" dia	1	EA	\$ 985.00	\$ 985.00	\$ 890.00	\$ 890.00	\$ 869.00	\$ 869.00	\$ 1,150.00	\$ 1,150.00	\$ 1,300.00	\$ 1,300.00
37-1A.99	Flow Sensor - 1-1/2" dia	1	EA	\$ 890.00	\$ 890.00	\$ 790.00	\$ 790.00	\$ 869.00	\$ 869.00	\$ 1,075.00	\$ 1,075.00	\$ 1,270.00	\$ 1,270.00
37-1A.100	Flow Sensor - 1" dia	2	EA	\$ 850.00	\$ 1,700.00	\$ 720.00	\$ 1,440.00	\$ 869.00	\$ 1,738.00	\$ 1,050.00	\$ 2,100.00	\$ 1,185.00	\$ 2,370.00
37-1A.101	PVC Mainline w/ fittings and Thrust Blocking	795	LF	\$ 7.50	\$ 5,962.50	\$ 10.50	\$ 8,347.50	\$ 11.10	\$ 8,824.50	\$ 7.50	\$ 5,962.50	\$ 13.70	\$ 10,891.50
37-1A.102	PVC Mainline w/ fittings	6,305	LF	\$ 4.90	\$ 30,894.50	\$ 5.25	\$ 33,101.25	\$ 5.03	\$ 31,714.15	\$ 3.50	\$ 22,067.50	\$ 6.40	\$ 40,352.00
37-1A.103	PVC Mainline w/ fittings	35	LF	\$ 4.55	\$ 159.25	\$ 5.00	\$ 175.00	\$ 5.03	\$ 176.05	\$ 2.85	\$ 99.75	\$ 6.10	\$ 213.50
37-1A.104	PVC Mainline w/ fittings	295	LF	\$ 4.00	\$ 1,180.00	\$ 4.50	\$ 1,327.50	\$ 5.03	\$ 1,483.85	\$ 2.25	\$ 663.75	\$ 5.60	\$ 1,652.00
37-1A.105	Non-potable Marking Tape	7,475	LF	\$ 0.03	\$ 224.25	\$ 0.70	\$ 5,232.50	\$ 0.19	\$ 1,420.25	\$ 0.20	\$ 1,495.00	\$ 0.05	\$ 373.75
37-1A.106	PVC Lateral	425	LF	\$ 4.85	\$ 2,061.25	\$ 3.75	\$ 1,593.75	\$ 3.90	\$ 1,657.50	\$ 3.35	\$ 1,423.75	\$ 3.75	\$ 1,593.75
37-1A.107	PVC Lateral	466	LF	\$ 4.55	\$ 2,120.30	\$ 3.25	\$ 1,514.50	\$ 3.90	\$ 1,817.40	\$ 2.85	\$ 1,328.10	\$ 3.50	\$ 1,631.00
37-1A.108	PVC Lateral	1,195	LF	\$ 4.25	\$ 5,078.75	\$ 2.75	\$ 3,286.25	\$ 3.40	\$ 4,063.00	\$ 2.50	\$ 2,987.50	\$ 3.20	\$ 3,824.00
37-1A.109	PVC Lateral	2,773	LF	\$ 4.15	\$ 11,507.95	\$ 2.50	\$ 6,932.50	\$ 3.52	\$ 9,760.96	\$ 2.35	\$ 6,516.55	\$ 3.10	\$ 8,596.30
37-1A.110	PVC Lateral	3,893	LF	\$ 3.55	\$ 13,820.15	\$ 2.25	\$ 8,759.25	\$ 3.02	\$ 11,756.86	\$ 2.25	\$ 8,759.25	\$ 2.98	\$ 11,601.14
37-1A.111	PVC Lateral	11,725	LF	\$ 3.50	\$ 41,037.50	\$ 2.10	\$ 24,622.50	\$ 3.90	\$ 45,727.50	\$ 2.25	\$ 26,381.25	\$ 2.90	\$ 34,002.50
37-1A.112	Sleeve	225	LF	\$ 52.00	\$ 11,700.00	\$ 50.00	\$ 11,250.00	\$ 24.25	\$ 5,456.25	\$ 60.00	\$ 13,500.00	\$ 113.00	\$ 25,425.00
37-1A.113	Sleeve	50	LF	\$ 44.00	\$ 2,200.00	\$ 24.00	\$ 1,200.00	\$ 20.20	\$ 1,010.00	\$ 45.00	\$ 2,250.00	\$ 70.00	\$ 3,500.00
37-1A.114	Sleeve	940	LF	\$ 16.00	\$ 15,040.00	\$ 6.50	\$ 6,110.00	\$ 40.00	\$ 37,600.00	\$ 12.00	\$ 11,280.00	\$ 47.00	\$ 44,180.00
37-1A.115	Water Meter Pit	2	EA	\$ 3,200.00	\$ 6,400.00	\$ 800.00	\$ 1,600.00	\$ 3,812.00	\$ 7,624.00	\$ 1,500.00	\$ 3,000.00	\$ 2,650.00	\$ 5,300.00
37-1A.116	Water Meter Pit	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,650.00	\$ 2,650.00	\$ 14,135.00	\$ 14,135.00	\$ 2,200.00	\$ 2,200.00	\$ 2,795.00	\$ 2,795.00
37-1A.117	Water Meter Pit	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,300.00	\$ 3,300.00	\$ 14,875.00	\$ 14,875.00	\$ 2,300.00	\$ 2,300.00	\$ 2,935.00	\$ 2,935.00
				<b>Total \$</b>	<b>923,266.15</b>	<b>Total \$</b>	<b>726,382.75</b>	<b>Total \$</b>	<b>1,025,950.34</b>	<b>Total \$</b>	<b>875,000.00</b>	<b>Total \$</b>	<b>958,167.49</b>



**NRMD #3 Filing 37 Landscaping  
BID TABULATION SUMMARY  
Phase 1B**

Item #	Description	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
37-1B.1	Mobilization	1	LS	\$ 34,000.00	\$ 34,000.00	\$ 1,585.00	\$ 1,585.00	\$ 3,395.00	\$ 3,395.00	\$ 19,636.70	\$ 19,636.70	\$ 1,765.00	\$ 1,765.00
37-1B.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,300.00	\$ 3,300.00	\$ 7,963.00	\$ 7,963.00	\$ 5,000.00	\$ 5,000.00	\$ 3,085.00	\$ 3,085.00
37-1B.3	Fine Grading, Site Prep	6,201	SF	\$ 0.10	\$ 620.10	\$ 0.06	\$ 372.06	\$ 1.43	\$ 8,867.43	\$ 0.05	\$ 310.05	\$ 0.09	\$ 558.09
37-1B.4	Soil Amendment (Planting Beds and Sodded Areas)	6	CY	\$ 48.00	\$ 288.00	\$ 32.00	\$ 192.00	\$ 221.00	\$ 1,326.00	\$ 90.00	\$ 540.00	\$ 35.50	\$ 213.00
37-1B.5	Soil Amendment (Native Seed Areas)	15	CY	\$ 68.00	\$ 1,020.00	\$ 32.00	\$ 480.00	\$ 183.50	\$ 2,752.50	\$ 225.00	\$ 3,375.00	\$ 40.00	\$ 600.00
37-1B.6	Soil Testing	1	EA	\$ 550.00	\$ 550.00	\$ 250.00	\$ 250.00	\$ 502.00	\$ 502.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
37-1B.7	(TCG) Tilia Cordata 'Greenspire' Linden, Greenspire	1	EA	\$ 465.00	\$ 465.00	\$ 490.00	\$ 490.00	\$ 654.00	\$ 654.00	\$ 500.00	\$ 500.00	\$ 545.00	\$ 545.00
37-1B.8	(UTE) Ulmus x TriumphTriumph Elm	2	EA	\$ 465.00	\$ 930.00	\$ 490.00	\$ 980.00	\$ 654.00	\$ 1,308.00	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00
37-1B.9	(ACS) Amelanchier Canadensis Shadblow Serviceberry	1	EA	\$ 395.00	\$ 395.00	\$ 430.00	\$ 430.00	\$ 460.00	\$ 460.00	\$ 380.00	\$ 380.00	\$ 440.00	\$ 440.00
37-1B.10	(PCC) Prunus Calleryana Chanticleer Chanticleer Pear	1	EA	\$ 395.00	\$ 395.00	\$ 410.00	\$ 410.00	\$ 460.00	\$ 460.00	\$ 380.00	\$ 380.00	\$ 440.00	\$ 440.00
37-1B.11	(SRS) Syringa Reticulata 'Ivory Silk' Ivory Silk Japanese Lilac	1	EA	\$ 385.00	\$ 385.00	\$ 440.00	\$ 440.00	\$ 552.00	\$ 552.00	\$ 380.00	\$ 380.00	\$ 440.00	\$ 440.00
37-1B.12	(PPS) Pinus Ponderosa Ponderosa Pine	2	EA	\$ 430.00	\$ 860.00	\$ 400.00	\$ 800.00	\$ 525.00	\$ 1,050.00	\$ 435.00	\$ 870.00	\$ 585.00	\$ 1,170.00
37-1B.13	Native Seed	5,125	SF	\$ 0.46	\$ 2,357.50	\$ 0.06	\$ 307.50	\$ 0.29	\$ 1,486.25	\$ 0.05	\$ 256.25	\$ 0.08	\$ 410.00
37-1B.14	Rock Mulch	1,076	SF	\$ 0.90	\$ 968.40	\$ 0.75	\$ 807.00	\$ 1.21	\$ 1,301.96	\$ 1.70	\$ 1,829.20	\$ 1.45	\$ 1,560.20
37-1B.15	Shredded Cedar Mulch	100	SF	\$ 0.85	\$ 85.00	\$ 1.20	\$ 120.00	\$ 0.60	\$ 60.00	\$ 1.00	\$ 100.00	\$ 0.85	\$ 85.00
37-1B.16	Weed Barrier Fabric	1,076	SF	\$ 0.12	\$ 129.12	\$ 0.22	\$ 236.72	\$ 8.88	\$ 9,554.88	\$ 0.30	\$ 322.80	\$ 0.66	\$ 710.16
37-1B.17	Steel Edging	537	LF	\$ 4.00	\$ 2,148.00	\$ 5.00	\$ 2,685.00	\$ 0.35	\$ 187.95	\$ 5.25	\$ 2,819.25	\$ 3.45	\$ 1,852.65
37-1B.18	Two-Wire Surge Arrestor	1	EA	\$ 190.00	\$ 190.00	\$ 250.00	\$ 250.00	\$ 263.50	\$ 263.50	\$ 235.00	\$ 235.00	\$ 250.00	\$ 250.00
37-1B.19	Two-Wire Decoder	7	EA	\$ 120.00	\$ 840.00	\$ 140.00	\$ 980.00	\$ 139.00	\$ 973.00	\$ 150.00	\$ 1,050.00	\$ 135.00	\$ 945.00
37-1B.20	Two-Wire Cable	250	LF	\$ 0.46	\$ 115.00	\$ 0.73	\$ 182.50	\$ 0.56	\$ 140.00	\$ 1.25	\$ 312.50	\$ 0.75	\$ 187.50
37-1B.21	6" Pop-up Spray Head	25	EA	\$ 19.00	\$ 475.00	\$ 29.00	\$ 725.00	\$ 43.20	\$ 1,080.00	\$ 33.00	\$ 825.00	\$ 33.25	\$ 831.25
37-1B.22	6" Rotor Head	9	EA	\$ 46.00	\$ 414.00	\$ 38.00	\$ 342.00	\$ 49.75	\$ 447.75	\$ 41.00	\$ 369.00	\$ 42.95	\$ 386.55
37-1B.23	12" Hi-pop Spray Head	48	EA	\$ 21.00	\$ 1,008.00	\$ 52.00	\$ 2,496.00	\$ 43.20	\$ 2,073.60	\$ 41.00	\$ 1,968.00	\$ 38.20	\$ 1,833.60
37-1B.24	12" Hi-pop Rotor Head	16	EA	\$ 56.00	\$ 896.00	\$ 52.00	\$ 832.00	\$ 49.75	\$ 796.00	\$ 52.00	\$ 832.00	\$ 59.40	\$ 950.40
37-1B.25	1" Drip Valve Assembly	2	EA	\$ 315.00	\$ 630.00	\$ 390.00	\$ 780.00	\$ 253.50	\$ 507.00	\$ 500.00	\$ 1,000.00	\$ 340.00	\$ 680.00
37-1B.26	Drip Line Blow-Out Stub	5	EA	\$ 60.00	\$ 300.00	\$ 86.00	\$ 430.00	\$ 160.50	\$ 802.50	\$ 90.00	\$ 450.00	\$ 75.00	\$ 375.00
37-1B.27	Drip - supply tubing	285	LF	\$ 3.50	\$ 997.50	\$ 1.40	\$ 399.00	\$ 3.22	\$ 917.70	\$ 2.25	\$ 641.25	\$ 1.45	\$ 413.25
37-1B.28	Drip Emitter Tubing w/ fittings	825	LF	\$ 1.30	\$ 1,072.50	\$ 1.40	\$ 1,155.00	\$ 5.15	\$ 4,248.75	\$ 2.25	\$ 1,856.25	\$ 1.80	\$ 1,485.00
37-1B.29	Manual Drain Valve	1	EA	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 176.50	\$ 176.50	\$ 425.00	\$ 425.00	\$ 290.00	\$ 290.00
37-1B.30	Quick Coupling Valve	1	EA	\$ 160.00	\$ 160.00	\$ 310.00	\$ 310.00	\$ 221.50	\$ 221.50	\$ 275.00	\$ 275.00	\$ 305.00	\$ 305.00
37-1B.31	Electric Control Valve - 2" dia.	1	EA	\$ 285.00	\$ 285.00	\$ 460.00	\$ 460.00	\$ 309.00	\$ 309.00	\$ 520.00	\$ 520.00	\$ 460.00	\$ 460.00
37-1B.32	Electric Control Valve - 1-1/2" dia.	3	EA	\$ 250.00	\$ 750.00	\$ 390.00	\$ 1,170.00	\$ 303.50	\$ 910.50	\$ 470.00	\$ 1,410.00	\$ 300.00	\$ 900.00
37-1B.33	Electric Control Valve - 1" dia.	2	EA	\$ 230.00	\$ 460.00	\$ 340.00	\$ 680.00	\$ 391.50	\$ 783.00	\$ 360.00	\$ 720.00	\$ 255.00	\$ 510.00
37-1B.34	PVC Mainline w/ fittings	250	LF	\$ 4.90	\$ 1,225.00	\$ 5.25	\$ 1,312.50	\$ 5.28	\$ 1,320.00	\$ 3.50	\$ 875.00	\$ 6.40	\$ 1,600.00
37-1B.35	Non-potable Marking Tape	250	LF	\$ 0.03	\$ 7.50	\$ 0.70	\$ 175.00	\$ 0.33	\$ 82.50	\$ 0.20	\$ 50.00	\$ 0.05	\$ 12.50
37-1B.36	PVC Lateral	35	LF	\$ 4.25	\$ 148.75	\$ 2.75	\$ 96.25	\$ 3.56	\$ 124.60	\$ 2.50	\$ 87.50	\$ 3.20	\$ 112.00
37-1B.37	PVC Lateral	55	LF	\$ 4.15	\$ 228.25	\$ 2.50	\$ 137.50	\$ 3.74	\$ 205.70	\$ 2.35	\$ 129.25	\$ 3.10	\$ 170.50
37-1B.38	PVC Lateral	250	LF	\$ 3.55	\$ 887.50	\$ 2.25	\$ 562.50	\$ 3.22	\$ 805.00	\$ 2.30	\$ 575.00	\$ 2.95	\$ 737.50
37-1B.39	PVC Lateral	800	LF	\$ 3.50	\$ 2,800.00	\$ 2.10	\$ 1,680.00	\$ 3.87	\$ 3,096.00	\$ 2.25	\$ 1,800.00	\$ 2.90	\$ 2,320.00
37-1B.40	Sleeve	45	LF	\$ 55.00	\$ 2,475.00	\$ 50.00	\$ 2,250.00	\$ 40.90	\$ 1,840.50	\$ 71.00	\$ 3,195.00	\$ 113.00	\$ 5,085.00
37-1B.41	Sleeve	10	LF	\$ 75.00	\$ 750.00	\$ 24.00	\$ 240.00	\$ 20.65	\$ 206.50	\$ 80.00	\$ 800.00	\$ 70.00	\$ 700.00
37-1B.42	Sleeve	100	LF	\$ 18.00	\$ 1,800.00	\$ 6.50	\$ 650.00	\$ 24.80	\$ 2,480.00	\$ 25.00	\$ 2,500.00	\$ 47.00	\$ 4,700.00
				<b>Total \$</b>	<b>69,721.12</b>	<b>Total \$</b>	<b>32,390.53</b>	<b>Total \$</b>	<b>66,692.07</b>	<b>Total \$</b>	<b>61,000.00</b>	<b>Total \$</b>	<b>41,664.15</b>

**NRMD #3 Filing 37 Landscaping  
BID TABULATION SUMMARY  
Phase 2B**

Item #	Description	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
37-2B.1	Mobilization	1	LS	\$ 67,500.00	\$ 67,500.00	\$ 5,400.00	\$ 5,400.00	\$ 2,145.00	\$ 2,145.00	\$ 22,939.70	\$ 22,939.70	\$ 4,615.00	\$ 4,615.00
37-2B.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 6,300.00	\$ 6,300.00	\$ 12,185.00	\$ 12,185.00	\$ 5,700.00	\$ 5,700.00	\$ 7,990.00	\$ 7,990.00
37-2B.3	Fine Grading, Site Prep	40,266	SF	\$ 0.08	\$ 3,221.28	\$ 0.06	\$ 2,415.96	\$ 0.16	\$ 6,442.56	\$ 0.05	\$ 2,013.30	\$ 0.10	\$ 4,026.60
37-2B.4	Soil Amendment (Planting Beds and Sodded Areas)	27	CY	\$ 51.00	\$ 1,377.00	\$ 32.00	\$ 864.00	\$ 64.90	\$ 1,752.30	\$ 92.00	\$ 2,484.00	\$ 43.30	\$ 1,169.10
37-2B.5	Soil Amendment (Native Seed Areas)	105	CY	\$ 46.00	\$ 4,830.00	\$ 32.00	\$ 3,360.00	\$ 54.35	\$ 5,706.75	\$ 65.00	\$ 6,825.00	\$ 43.50	\$ 4,537.22
37-2B.6	Soil Testing	1	EA	\$ 575.00	\$ 575.00	\$ 250.00	\$ 250.00	\$ 349.00	\$ 349.00	\$ 400.00	\$ 400.00	\$ 405.00	\$ 405.00
37-2B.7	(GMO) Quercus MacrocarpaBur Oak	1	EA	\$ 500.00	\$ 500.00	\$ 490.00	\$ 490.00	\$ 696.00	\$ 696.00	\$ 520.00	\$ 520.00	\$ 650.00	\$ 650.00
37-2B.8	(UAE) Ulmus AccoladeAccolade Elm	4	EA	\$ 495.00	\$ 1,980.00	\$ 490.00	\$ 1,960.00	\$ 696.00	\$ 2,784.00	\$ 520.00	\$ 2,080.00	\$ 650.00	\$ 2,600.00
37-2B.9	(ASM) Acer Saccharum Hot Wings Hot Wings Tatarian Maple	2	EA	\$ 430.00	\$ 860.00	\$ 350.00	\$ 700.00	\$ 586.50	\$ 1,173.00	\$ 400.00	\$ 800.00	\$ 525.00	\$ 1,050.00
37-2B.10	(PE) Pinus EdulisPinon Pine	3	EA	\$ 475.00	\$ 1,425.00	\$ 380.00	\$ 1,140.00	\$ 541.00	\$ 1,623.00	\$ 500.00	\$ 1,500.00	\$ 680.00	\$ 2,040.00
37-2B.11	(PN) Pinus NigraAustrian Pine	4	EA	\$ 450.00	\$ 1,800.00	\$ 400.00	\$ 1,600.00	\$ 555.50	\$ 2,222.00	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00
37-2B.12	(PPS) Pinus PonderosaPonderosa Pine	2	EA	\$ 455.00	\$ 910.00	\$ 400.00	\$ 800.00	\$ 555.50	\$ 1,111.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00
37-2B.13	Native Seed	35,050	SF	\$ 0.10	\$ 3,505.00	\$ 0.06	\$ 2,103.00	\$ 0.08	\$ 2,804.00	\$ 0.10	\$ 3,505.00	\$ 0.08	\$ 2,804.00
37-2B.14	Rock Mulch	5,216	SF	\$ 0.95	\$ 4,955.20	\$ 0.75	\$ 3,912.00	\$ 1.31	\$ 6,832.96	\$ 1.75	\$ 9,128.00	\$ 1.65	\$ 8,606.40
37-2B.15	Shredded Cedar Mulch	200	SF	\$ 0.90	\$ 180.00	\$ 1.20	\$ 240.00	\$ 0.59	\$ 118.00	\$ 1.00	\$ 200.00	\$ 0.98	\$ 196.00
37-2B.17	Steel Edging	1,058	LF	\$ 4.25	\$ 4,496.50	\$ 5.00	\$ 5,290.00	\$ 9.36	\$ 9,902.88	\$ 5.50	\$ 5,819.00	\$ 3.90	\$ 4,126.20
37-2B.18	Weed Barrier Fabric	5,216	SF	\$ 0.15	\$ 782.40	\$ 0.22	\$ 1,147.52	\$ 0.40	\$ 2,086.40	\$ 0.30	\$ 1,564.80	\$ 0.70	\$ 3,651.20
37-2B.19	Irrigation Controller - G	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 7,246.00	\$ 7,246.00	\$ 8,300.00	\$ 8,300.00	\$ 10,785.00	\$ 10,785.00
37-2B.20	Irrigation Controller - F	1	EA	\$ 7,800.00	\$ 7,800.00	\$ 8,800.00	\$ 8,800.00	\$ 8,196.00	\$ 8,196.00	\$ 8,300.00	\$ 8,300.00	\$ 9,715.00	\$ 9,715.00
37-2B.21	12 Station Module	2	EA	\$ 150.00	\$ 300.00	\$ 190.00	\$ 380.00	\$ 1,014.00	\$ 2,028.00	\$ 180.00	\$ 360.00	\$ 175.00	\$ 350.00
37-2B.22	Wireless Rain/Freeze Sensor	2	EA	\$ 150.00	\$ 300.00	\$ 270.00	\$ 540.00	\$ 212.50	\$ 425.00	\$ 100.00	\$ 200.00	\$ 295.00	\$ 590.00
37-2B.23	AWG Wire	3,755	LF	\$ 0.18	\$ 675.90	\$ 0.13	\$ 488.15	\$ 0.24	\$ 901.20	\$ 0.20	\$ 751.00	\$ 0.17	\$ 638.35
37-2B.24	Backflow Preventer - 3/4" dia.	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 3,250.00	\$ 6,500.00	\$ 5,262.00	\$ 10,524.00	\$ 7,300.00	\$ 14,600.00	\$ 4,445.00	\$ 8,890.00
37-2B.25	Copper Piping - 3/4" dia.	120	LF	\$ 7.50	\$ 900.00	\$ 5.75	\$ 690.00	\$ 32.90	\$ 3,948.00	\$ 10.00	\$ 1,200.00	\$ 11.45	\$ 1,374.00
37-2B.26	6" Pop-up Spray Head	30	EA	\$ 20.00	\$ 600.00	\$ 29.00	\$ 870.00	\$ 44.55	\$ 1,336.50	\$ 34.00	\$ 1,020.00	\$ 33.95	\$ 1,018.50
37-2B.27	12" Hi-pop Spray Head	148	EA	\$ 22.00	\$ 3,256.00	\$ 31.00	\$ 4,588.00	\$ 44.55	\$ 6,593.40	\$ 43.00	\$ 6,364.00	\$ 38.95	\$ 5,764.60
37-2B.28	12" Hi-pop Rotor Head	41	EA	\$ 60.00	\$ 2,460.00	\$ 52.00	\$ 2,132.00	\$ 49.70	\$ 2,037.70	\$ 55.00	\$ 2,255.00	\$ 60.50	\$ 2,480.50
37-2B.29	1" Drip Valve Assembly	1	EA	\$ 330.00	\$ 330.00	\$ 390.00	\$ 390.00	\$ 388.50	\$ 388.50	\$ 510.00	\$ 510.00	\$ 485.00	\$ 485.00
37-2B.30	Drip Line Blow-Out Stub	2	EA	\$ 62.00	\$ 124.00	\$ 86.00	\$ 172.00	\$ 157.00	\$ 314.00	\$ 100.00	\$ 200.00	\$ 76.00	\$ 152.00
37-2B.31	Drip - supply tubing	505	LF	\$ 3.75	\$ 1,893.75	\$ 1.40	\$ 707.00	\$ 3.38	\$ 1,706.90	\$ 2.25	\$ 1,136.25	\$ 1.52	\$ 767.60
37-2B.32	Drip Emitter Tubing w/ fittings	125	LF	\$ 1.40	\$ 175.00	\$ 1.40	\$ 175.00	\$ 4.66	\$ 582.50	\$ 2.30	\$ 287.50	\$ 2.80	\$ 350.00
37-2B.33	Master Valve - 1" dia.	2	EA	\$ 265.00	\$ 530.00	\$ 360.00	\$ 720.00	\$ 296.50	\$ 593.00	\$ 400.00	\$ 800.00	\$ 515.00	\$ 1,030.00
37-2B.34	Gate Valve - 1" dia.	4	EA	\$ 175.00	\$ 700.00	\$ 83.00	\$ 332.00	\$ 324.50	\$ 1,298.00	\$ 200.00	\$ 800.00	\$ 115.00	\$ 460.00
37-2B.35	Manual Drain Valve	4	EA	\$ 225.00	\$ 900.00	\$ 210.00	\$ 840.00	\$ 167.00	\$ 668.00	\$ 430.00	\$ 1,720.00	\$ 295.00	\$ 1,180.00
37-2B.36	Quick Coupling Valve	6	EA	\$ 170.00	\$ 1,020.00	\$ 310.00	\$ 1,860.00	\$ 181.50	\$ 1,089.00	\$ 275.00	\$ 1,650.00	\$ 305.00	\$ 1,830.00
37-2B.37	Electric Control Valve - 1" dia.	28	EA	\$ 240.00	\$ 6,720.00	\$ 340.00	\$ 9,520.00	\$ 379.50	\$ 10,626.00	\$ 375.00	\$ 10,500.00	\$ 335.00	\$ 9,380.00
37-2B.38	Flow Sensor - 1" dia	2	EA	\$ 900.00	\$ 1,800.00	\$ 720.00	\$ 1,440.00	\$ 979.50	\$ 1,959.00	\$ 1,100.00	\$ 2,200.00	\$ 940.00	\$ 1,880.00
37-2B.39	PVC Mainline w/ fittings	1,017	LF	\$ 4.50	\$ 4,576.50	\$ 4.50	\$ 4,576.50	\$ 4.02	\$ 4,088.34	\$ 2.60	\$ 2,644.20	\$ 6.25	\$ 6,356.25
37-2B.40	PVC Mainline w/ fittings	360	LF	\$ 4.20	\$ 1,512.00	\$ 4.25	\$ 1,530.00	\$ 4.02	\$ 1,447.20	\$ 2.30	\$ 828.00	\$ 6.00	\$ 2,160.00
37-2B.41	Non-potable Marking Tape	1,377	LF	\$ 0.04	\$ 55.08	\$ 0.70	\$ 963.90	\$ 0.23	\$ 316.71	\$ 0.25	\$ 344.25	\$ 0.05	\$ 68.85
37-2B.42	PVC Lateral	440	LF	\$ 3.75	\$ 1,650.00	\$ 2.25	\$ 990.00	\$ 3.38	\$ 1,487.20	\$ 2.30	\$ 1,012.00	\$ 3.15	\$ 1,386.00
37-2B.43	PVC Lateral	2,610	LF	\$ 3.70	\$ 9,657.00	\$ 2.10	\$ 5,481.00	\$ 4.02	\$ 10,492.20	\$ 2.40	\$ 6,264.00	\$ 3.10	\$ 8,091.00
37-2B.44	Sleeve	100	LF	\$ 32.00	\$ 3,200.00	\$ 24.00	\$ 2,400.00	\$ 20.40	\$ 2,040.00	\$ 45.00	\$ 4,500.00	\$ 71.00	\$ 7,100.00
37-2B.45	Sleeve	425	LF	\$ 20.00	\$ 8,500.00	\$ 6.50	\$ 2,762.50	\$ 24.50	\$ 10,412.50	\$ 23.00	\$ 9,775.00	\$ 47.00	\$ 19,975.00
37-2B.46	Water Meter Pit	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 800.00	\$ 1,600.00	\$ 3,850.00	\$ 7,700.00	\$ 2,500.00	\$ 5,000.00	\$ 2,635.00	\$ 5,270.00
				<b>Total \$</b>	<b>186,532.61</b>	<b>Total \$</b>	<b>108,220.53</b>	<b>Total \$</b>	<b>160,378.70</b>	<b>Total \$</b>	<b>162,000.00</b>	<b>Total \$</b>	<b>162,194.37</b>

**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 2C**

Item #	Item	Quantity	Unit	ACC		Brightview		CDI		Designscapes		WSR	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
37-2C.1	Mobilization	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 720.00	\$ 720.00	\$ 900.00	\$ 900.00	\$ 10,720.00	\$ 10,720.00	\$ 900.00	\$ 900.00
37-2C.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 5,900.00	\$ 5,900.00	\$ 4,816.00	\$ 4,816.00	\$ 2,685.00	\$ 2,685.00
37-2C.3	Fine Grading, Site Prep	21,460	SF	\$ 0.15	\$ 3,219.00	\$ 0.06	\$ 1,287.60	\$ 0.24	\$ 5,150.40	\$ 0.05	\$ 1,073.00	\$ 0.09	\$ 1,931.40
37-2C.4	Soil Amendment (Native Seed Areas)	51	CY	\$ 48.00	\$ 2,448.00	\$ 32.00	\$ 1,639.68	\$ 60.90	\$ 3,120.52	\$ 65.00	\$ 3,315.00	\$ 43.30	\$ 2,218.69
37-2C.5	Soil Testing	1	EA	\$ 575.00	\$ 575.00	\$ 250.00	\$ 250.00	\$ 403.50	\$ 403.50	\$ 400.00	\$ 400.00	\$ 405.00	\$ 405.00
37-2C.6	Native Seed	17,080	SF	\$ 0.10	\$ 1,708.00	\$ 0.06	\$ 1,024.80	\$ 0.10	\$ 1,708.00	\$ 0.15	\$ 2,562.00	\$ 0.09	\$ 1,537.20
37-2C.7	Rock Mulch	4,380	SF	\$ 1.00	\$ 4,380.00	\$ 0.75	\$ 3,285.00	\$ 1.16	\$ 5,080.80	\$ 1.75	\$ 7,665.00	\$ 1.65	\$ 7,227.00
37-2C.8	Steel Edging	570	LF	\$ 4.50	\$ 2,565.00	\$ 5.00	\$ 2,850.00	\$ 8.63	\$ 4,919.10	\$ 5.50	\$ 3,135.00	\$ 3.90	\$ 2,223.00
37-2C.9	Weed Barrier Fabric	4,380	SF	\$ 0.15	\$ 657.00	\$ 0.22	\$ 963.60	\$ 0.32	\$ 1,401.60	\$ 0.30	\$ 1,314.00	\$ 0.70	\$ 3,066.00
				<b>Total \$</b>	<b>33,552.00</b>	<b>Total \$</b>	<b>14,420.68</b>	<b>Total \$</b>	<b>28,583.92</b>	<b>Total \$</b>	<b>35,000.00</b>	<b>Total \$</b>	<b>22,193.29</b>

**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 3**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
37-3.1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ 14,999.50	\$ 14,999.50	\$ 850.00	\$ 850.00
37-3.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,900.00	\$ 1,900.00	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00	\$ 2,365.00	\$ 2,365.00
37-3.3	Fine Grading, Site Prep	5,390	SF	\$ 0.15	\$ 808.50	\$ 0.06	\$ 323.40	\$ 0.30	\$ 1,617.00	\$ 0.10	\$ 539.00	\$ 0.08	\$ 431.20
37-3.4	Soil Amendment (Native Seed Areas)	6	CY	\$ 76.00	\$ 456.00	\$ 32.00	\$ 205.44	\$ 73.65	\$ 472.83	\$ 235.00	\$ 1,410.00	\$ 46.25	\$ 296.93
37-3.5	Soil Testing	1	EA	\$ 575.00	\$ 575.00	\$ 250.00	\$ 250.00	\$ 445.50	\$ 445.50	\$ 400.00	\$ 400.00	\$ 405.00	\$ 405.00
37-3.6	Native Seed	2,140	SF	\$ 1.00	\$ 2,140.00	\$ 0.06	\$ 128.40	\$ 0.35	\$ 749.00	\$ 0.60	\$ 1,284.00	\$ 0.10	\$ 214.00
37-3.7	Rock Mulch	3,250	SF	\$ 1.00	\$ 3,250.00	\$ 0.75	\$ 2,437.50	\$ 1.18	\$ 3,835.00	\$ 1.75	\$ 5,687.50	\$ 1.65	\$ 5,362.50
37-3.8	Steel Edging	310	LF	\$ 4.50	\$ 1,395.00	\$ 5.00	\$ 1,550.00	\$ 8.71	\$ 2,700.10	\$ 5.50	\$ 1,705.00	\$ 3.90	\$ 1,209.00
37-3.9	Weed Barrier Fabric	3,250	SF	\$ 0.15	\$ 487.50	\$ 0.22	\$ 715.00	\$ 0.33	\$ 1,072.50	\$ 0.30	\$ 975.00	\$ 0.70	\$ 2,275.00
				<b>Total \$</b>	<b>23,862.00</b>	<b>Total \$</b>	<b>7,909.74</b>	<b>Total \$</b>	<b>16,941.93</b>	<b>Total \$</b>	<b>32,000.00</b>	<b>Total \$</b>	<b>13,408.63</b>

**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 4A**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
37-4A.1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 435.00	\$ 435.00	\$ 920.00	\$ 920.00	\$ 13,090.00	\$ 13,090.00	\$ 325.00	\$ 325.00
37-4A.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,730.00	\$ 4,730.00	\$ 5,500.00	\$ 5,500.00	\$ 1,215.00	\$ 1,215.00
37-4A.3	Fine Grading, Site Prep	4,450	SF	\$ 0.15	\$ 667.50	\$ 0.06	\$ 267.00	\$ 0.13	\$ 578.50	\$ 0.10	\$ 445.00	\$ 0.05	\$ 222.50
37-4A.5	Rock Mulch	4,450	SF	\$ 1.00	\$ 4,450.00	\$ 0.75	\$ 3,337.50	\$ 1.17	\$ 5,206.50	\$ 1.75	\$ 7,787.50	\$ 1.60	\$ 7,120.00
37-4A.6	Steel Edging	335	LF	\$ 4.50	\$ 1,507.50	\$ 5.00	\$ 1,675.00	\$ 8.62	\$ 2,887.70	\$ 5.50	\$ 1,842.50	\$ 3.90	\$ 1,306.50
37-4A.7	Weed Barrier Fabric	4,450	SF	\$ 0.15	\$ 667.50	\$ 0.22	\$ 979.00	\$ 0.33	\$ 1,468.50	\$ 0.30	\$ 1,335.00	\$ 0.70	\$ 3,115.00
				<b>Total \$</b>	<b>22,292.50</b>	<b>Total \$</b>	<b>8,693.50</b>	<b>Total \$</b>	<b>15,791.20</b>	<b>Total \$</b>	<b>30,000.00</b>	<b>Total \$</b>	<b>13,304.00</b>

**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 5**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
37-5.1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 300.00	\$ 300.00	\$ 655.00	\$ 655.00	\$ 22,988.50	\$ 22,988.50	\$ 165.00	\$ 165.00
37-5.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 1,800.00	\$ 1,800.00	\$ 4,524.00	\$ 4,524.00	\$ 5,000.00	\$ 5,000.00	\$ 1,130.00	\$ 1,130.00
37-5.3	Fine Grading, Site Prep	2,550	SF	\$ 0.15	\$ 382.50	\$ 0.06	\$ 153.00	\$ 0.14	\$ 357.00	\$ 0.10	\$ 255.00	\$ 0.06	\$ 153.00
37-5.5	Rock Mulch (Planting Beds)	2,550	SF	\$ 1.00	\$ 2,550.00	\$ 0.75	\$ 1,912.50	\$ 1.20	\$ 3,060.00	\$ 1.75	\$ 4,462.50	\$ 1.60	\$ 4,080.00
37-5.6	Steel Edging	278	LF	\$ 4.50	\$ 1,251.00	\$ 5.00	\$ 1,390.00	\$ 8.79	\$ 2,443.62	\$ 5.50	\$ 1,529.00	\$ 3.90	\$ 1,084.20
37-5.7	Weed Barrier Fabric	2,550	SF	\$ 0.15	\$ 382.50	\$ 0.22	\$ 561.00	\$ 0.34	\$ 867.00	\$ 0.30	\$ 765.00	\$ 0.70	\$ 1,785.00
				<b>Total</b>	<b>19,316.00</b>	<b>Total</b>	<b>6,116.50</b>	<b>Total</b>	<b>11,906.62</b>	<b>Total</b>	<b>35,000.00</b>	<b>Total</b>	<b>8,397.20</b>





**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 6**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost				
37.6-77	Backflow Preventer - 3/4" dia.	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 3,250.00	\$ 6,500.00	\$ 6,925.00	\$ 13,850.00	\$ 7,300.00	\$ 14,600.00	\$ 4,555.00	\$ 9,110.00				
37.6-78	Copper Piping - 1-1/2" dia.	55	LF	\$ 12.00	\$ 660.00	\$ 12.50	\$ 687.50	\$ 32.40	\$ 1,782.00	\$ 15.00	\$ 825.00	\$ 19.50	\$ 1,072.50				
37.6-79	Copper Piping - 3/4" dia.	90	LF	\$ 7.50	\$ 675.00	\$ 5.75	\$ 517.50	\$ 25.15	\$ 2,263.50	\$ 10.00	\$ 900.00	\$ 11.75	\$ 1,057.50				
37.6-80	6" Pop-up Spray Head	589	EA	\$ 20.00	\$ 11,780.00	\$ 29.00	\$ 17,081.00	\$ 38.65	\$ 22,764.85	\$ 34.00	\$ 20,026.00	\$ 35.00	\$ 20,615.00				
37.6-81	6" Rotor Head	84	EA	\$ 49.00	\$ 4,116.00	\$ 38.00	\$ 3,192.00	\$ 45.05	\$ 3,784.20	\$ 43.00	\$ 3,612.00	\$ 45.00	\$ 3,780.00				
37.6-82	12" Hi-pop Spray Head	267	EA	\$ 23.00	\$ 6,141.00	\$ 31.00	\$ 8,277.00	\$ 38.65	\$ 10,319.55	\$ 43.00	\$ 11,481.00	\$ 40.00	\$ 10,680.00				
37.6-83	12" Hi-pop Rotor Head	52	EA	\$ 60.00	\$ 3,120.00	\$ 52.00	\$ 2,704.00	\$ 45.05	\$ 2,342.60	\$ 55.00	\$ 2,860.00	\$ 62.00	\$ 3,224.00				
37.6-84	1" Drip Valve Assembly	10	EA	\$ 330.00	\$ 3,300.00	\$ 390.00	\$ 3,900.00	\$ 253.50	\$ 2,535.00	\$ 510.00	\$ 5,100.00	\$ 355.00	\$ 3,550.00				
37.6-85	Drip Line Blow-Out Stub	21	EA	\$ 62.00	\$ 1,302.00	\$ 86.00	\$ 1,806.00	\$ 152.50	\$ 3,202.50	\$ 95.00	\$ 1,995.00	\$ 78.00	\$ 1,638.00				
37.6-86	Drip - supply tubing	3,032	LF	\$ 3.75	\$ 11,370.00	\$ 1.40	\$ 4,244.80	\$ 1.08	\$ 3,274.56	\$ 2.30	\$ 6,973.60	\$ 1.55	\$ 4,699.60				
37.6-87	Drip Emitter Tubing w/ fittings	1,150	LF	\$ 1.35	\$ 1,552.50	\$ 1.40	\$ 1,610.00	\$ 6.14	\$ 7,061.00	\$ 2.40	\$ 2,760.00	\$ 4.75	\$ 5,462.50				
37.6-88	Master Valve - 1-1/2" dia.	1	EA	\$ 325.00	\$ 325.00	\$ 390.00	\$ 390.00	\$ 448.50	\$ 448.50	\$ 500.00	\$ 500.00	\$ 610.00	\$ 610.00				
37.6-89	Master Valve - 1" dia.	2	EA	\$ 265.00	\$ 530.00	\$ 360.00	\$ 720.00	\$ 448.50	\$ 897.00	\$ 400.00	\$ 800.00	\$ 455.00	\$ 910.00				
37.6-90	Gate Valve - 2" dia.	10	EA	\$ 350.00	\$ 3,500.00	\$ 310.00	\$ 3,100.00	\$ 413.50	\$ 4,135.00	\$ 230.00	\$ 2,300.00	\$ 140.00	\$ 1,400.00				
37.6-91	Gate Valve - 1-1/2" dia.	1	EA	\$ 215.00	\$ 215.00	\$ 80.00	\$ 80.00	\$ 325.50	\$ 325.50	\$ 210.00	\$ 210.00	\$ 125.00	\$ 125.00				
37.6-92	Gate Valve - 1" dia.	4	EA	\$ 175.00	\$ 700.00	\$ 83.00	\$ 332.00	\$ 320.00	\$ 1,280.00	\$ 200.00	\$ 800.00	\$ 120.00	\$ 480.00				
37.6-93	Manual Drain Valve	9	EA	\$ 225.00	\$ 2,025.00	\$ 210.00	\$ 1,890.00	\$ 175.50	\$ 1,579.50	\$ 430.00	\$ 3,870.00	\$ 305.00	\$ 2,745.00				
37.6-94	Quick Coupling Valve	13	EA	\$ 170.00	\$ 2,210.00	\$ 310.00	\$ 4,030.00	\$ 279.50	\$ 3,633.50	\$ 275.00	\$ 3,575.00	\$ 320.00	\$ 4,160.00				
37.6-95	Electric Control Valve - 1-1/2" dia.	14	EA	\$ 265.00	\$ 3,710.00	\$ 390.00	\$ 5,460.00	\$ 298.50	\$ 4,179.00	\$ 500.00	\$ 7,000.00	\$ 315.00	\$ 4,410.00				
37.6-96	Electric Control Valve - 1" dia.	67	EA	\$ 240.00	\$ 16,080.00	\$ 340.00	\$ 22,780.00	\$ 257.50	\$ 17,252.50	\$ 375.00	\$ 25,125.00	\$ 265.00	\$ 17,755.00				
37.6-97	Flow Sensor - 1-1/2" dia	1	EA	\$ 940.00	\$ 940.00	\$ 790.00	\$ 790.00	\$ 1,150.00	\$ 1,150.00	\$ 1,120.00	\$ 1,120.00	\$ 1,315.00	\$ 1,315.00				
37.6-98	Flow Sensor - 1" dia	2	EA	\$ 900.00	\$ 1,800.00	\$ 720.00	\$ 1,440.00	\$ 1,043.00	\$ 2,086.00	\$ 1,100.00	\$ 2,200.00	\$ 765.00	\$ 1,530.00				
37.6-99	PVC Mainline w/ fittings	1,075	LF	\$ 4.80	\$ 5,160.00	\$ 5.00	\$ 5,375.00	\$ 3.92	\$ 4,214.00	\$ 3.00	\$ 3,225.00	\$ 6.65	\$ 7,148.75				
37.6-100	PVC Mainline w/ fittings	360	LF	\$ 4.50	\$ 1,620.00	\$ 4.50	\$ 1,620.00	\$ 3.92	\$ 1,411.20	\$ 2.75	\$ 990.00	\$ 6.40	\$ 2,304.00				
37.6-101	PVC Mainline w/ fittings	825	LF	\$ 4.20	\$ 3,465.00	\$ 4.25	\$ 3,506.25	\$ 3.92	\$ 3,234.00	\$ 2.25	\$ 1,856.25	\$ 6.15	\$ 5,073.75				
37.6-102	Non-potable Marking Tape	2,260	LF	\$ 0.04	\$ 90.40	\$ 0.70	\$ 1,582.00	\$ 0.21	\$ 474.60	\$ 0.20	\$ 452.00	\$ 0.05	\$ 113.00				
37.6-103	PVC Lateral	40	LF	\$ 4.80	\$ 192.00	\$ 3.25	\$ 130.00	\$ 4.56	\$ 182.40	\$ 3.00	\$ 120.00	\$ 3.75	\$ 150.00				
37.6-104	PVC Lateral	155	LF	\$ 4.50	\$ 697.50	\$ 2.75	\$ 426.25	\$ 3.18	\$ 492.90	\$ 2.75	\$ 426.25	\$ 3.45	\$ 534.75				
37.6-105	PVC Lateral	650	LF	\$ 4.35	\$ 2,827.50	\$ 2.50	\$ 1,625.00	\$ 3.38	\$ 2,197.00	\$ 2.50	\$ 1,625.00	\$ 3.35	\$ 2,177.50				
37.6-106	PVC Lateral	1,925	LF	\$ 3.75	\$ 7,218.75	\$ 2.25	\$ 4,331.25	\$ 3.11	\$ 5,986.75	\$ 2.25	\$ 4,331.25	\$ 3.25	\$ 6,256.25				
37.6-107	PVC Lateral	8,100	LF	\$ 3.70	\$ 29,970.00	\$ 2.10	\$ 17,010.00	\$ 4.56	\$ 36,936.00	\$ 2.40	\$ 19,440.00	\$ 3.15	\$ 25,515.00				
37.6-108	Sleeve	65	LF	\$ 35.00	\$ 2,275.00	\$ 24.00	\$ 1,560.00	\$ 21.60	\$ 1,404.00	\$ 45.00	\$ 2,925.00	\$ 150.00	\$ 9,750.00				
37.6-109	Sleeve	395	LF	\$ 20.00	\$ 7,900.00	\$ 6.50	\$ 2,567.50	\$ 25.45	\$ 10,052.75	\$ 21.00	\$ 8,295.00	\$ 30.00	\$ 11,850.00				
37.6-110	Water Meter Pit	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 800.00	\$ 1,600.00	\$ 3,811.00	\$ 7,622.00	\$ 2,500.00	\$ 5,000.00	\$ 2,725.00	\$ 5,450.00				
37.6-111	Water Meter Pit	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 2,650.00	\$ 2,650.00	\$ 14,130.00	\$ 14,130.00	\$ 2,500.00	\$ 2,500.00	\$ 2,850.00	\$ 2,850.00				
	<b>Total</b>			<b>\$</b>	<b>717,373.15</b>	<b>Total</b>	<b>\$</b>	<b>565,837.15</b>	<b>Total</b>	<b>\$</b>	<b>723,926.35</b>	<b>Total</b>	<b>\$</b>	<b>705,000.00</b>	<b>Total</b>	<b>\$</b>	<b>727,071.98</b>

**NRMD #3 Filing 37 Landscaping  
 BID TABULATION SUMMARY  
 Phase 7**

Item #	Item	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	WSR Unit Price	Cost
37-7.1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 355.00	\$ 355.00	\$ 615.00	\$ 615.00	\$ 15,910.50	\$ 15,910.50	\$ 165.00	\$ 165.00
37-7.2	Maintenance - 1 Year from Initial Acceptance	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00	\$ 4,585.00	\$ 4,585.00	\$ 5,500.00	\$ 5,500.00	\$ 1,135.00	\$ 1,135.00
37-7.3	Fine Grading, Site Prep	3,370	SF	\$ 0.15	\$ 505.50	\$ 0.06	\$ 202.20	\$ 0.13	\$ 438.10	\$ 0.05	\$ 168.50	\$ 0.06	\$ 202.20
37-7.5	Rock Mulch	3,370	SF	\$ 1.00	\$ 3,370.00	\$ 0.75	\$ 2,527.50	\$ 1.16	\$ 3,909.20	\$ 1.75	\$ 5,897.50	\$ 1.65	\$ 5,560.50
37-7.6	Steel Edging	275	LF	\$ 4.50	\$ 1,237.50	\$ 5.00	\$ 1,375.00	\$ 8.58	\$ 2,359.50	\$ 5.50	\$ 1,512.50	\$ 3.90	\$ 1,072.50
37-7.7	Weed Barrier Fabric	3,370	SF	\$ 0.15	\$ 505.50	\$ 0.22	\$ 741.40	\$ 0.32	\$ 1,078.40	\$ 0.30	\$ 1,011.00	\$ 0.70	\$ 2,359.00
				<b>Total</b>	<b>18,118.50</b>	<b>Total</b>	<b>7,101.10</b>	<b>Total</b>	<b>12,985.20</b>	<b>Total</b>	<b>30,000.00</b>	<b>Total</b>	<b>10,494.20</b>

F37 Landscaping  
Summary By Bid Schedule

	Bid Schedule F37-1A	Bid Schedule F37-1B	Bid Schedule F37-2B	Bid Schedule F37-2C	Bid Schedule F37-3	Bid Schedule F37-4A	Bid Schedule F37-5	Bid Schedule F37-6	Bid Schedule F37-7	Total for All Schedules
<b>ACC</b>	\$ 923,266.15	\$ 69,721.12	\$ 186,532.61	\$ 33,552.00	\$ 23,862.00	\$ 22,292.50	\$ 19,316.00	\$ 717,373.15	\$ 18,118.50	\$ 2,014,034.03
<b>Brightview</b>	\$ 726,382.75	\$ 32,390.53	\$ 108,220.53	\$ 14,420.68	\$ 7,909.74	\$ 8,693.50	\$ 6,116.50	\$ 565,837.15	\$ 7,101.10	\$ 1,477,072.48
<b>CDI</b>	\$ 1,025,950.34	\$ 66,692.07	\$ 160,378.70	\$ 28,583.92	\$ 16,941.93	\$ 15,791.20	\$ 11,906.62	\$ 723,926.35	\$ 12,985.20	\$ 2,063,156.33
<b>Designscapes</b>	\$ 875,000.00	\$ 61,000.00	\$ 162,000.00	\$ 35,000.00	\$ 32,000.00	\$ 30,000.00	\$ 35,000.00	\$ 705,000.00	\$ 30,000.00	\$ 1,965,000.00
<b>WSR</b>	\$ 958,167.49	\$ 41,664.15	\$ 162,194.37	\$ 22,193.29	\$ 13,408.63	\$ 13,304.00	\$ 8,397.20	\$ 727,071.98	\$ 10,494.20	\$ 1,956,895.31



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Job Name: Reunion Metro District 2020-2022 Landscape Improvements

**Draft Schedule**

- F26A – June 29, 2020
  - Landscape 15 Days
  - Irrigation 15 Days
- F37-1A –
  - Landscape 80 Days
  - Irrigation 75 Days
- F37-1B –
  - Landscape 10 Days
  - Irrigation 15 Days
- 112<sup>th</sup>-A –
  - Landscape 40 Days
  - Irrigation 20 Days
- 112<sup>th</sup>-B –
  - Landscape 10 Days
  - Irrigation 10 Days
- 112<sup>th</sup>-C –
  - Landscape 30 Days
  - Irrigation 35 Days
- F37-2B – Spring 2021
  - Landscape 15 Days
  - Irrigation 30 Days
- F37-2C –
  - Landscape 10 Days
- F37-3
  - Landscape 10 Days
- F37-4B
  - Landscape 10 Days
- F37-5
  - Landscape 10 Days
- F37-6
  - Landscape 90 Days
  - Irrigation 50 Days
- F37-A Complete 2022
  - 10 Days

# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Filing #37 located in NRMD#3



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality



July 20, 2020

**Reunion Metropolitan District**

c/o Clayton Properties Group  
49 Tower Road  
Denver, CO 80249

RE Construction Management Services for the Landscaping and Irrigation Improvements associated with Filing #37 located in NRMD#3

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with landscaping Improvements located within Reunion Filing #37. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 25 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 5 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFIs and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

## WORK PLAN

### Project Understanding

Based on our understanding the Reunion Metropolitan District would like to complete Landscaping and Irrigation Improvements within Filings #37. These improvements will include:

- Installing an irrigation system;
- Installing sod;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, **JR Engineering** will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, construction testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 2 years to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Bidding Services:** **JR Engineering** will prepare the bid package for Landscaping and Irrigation Improvements within Filings #37. **JR Engineering** will perform the following tasks during the bid phase:

- Prepare bid Documents to include the following documents:
  - Prepare Instructions to Bidders;
  - Prepare bid schedule
  - Prepare Contract documents to include the contract, general conditions, special conditions, and technical specifications; and
- During the Bidding Process **JR** will provide the following services
  - **JR** will coordinate and upload all bidding documents on JR's FTP site and also utilize the Quest CDN services for all communications during the bidding process;
  - **JR** will answer bidder questions, provide clarifications to plans and specifications, and prepare addendum(s) if necessary;
  - **JR** will review the received bids and prepare a computerized bid tab for all bids received;
  - **JR** will conduct a reference check on the bidders;
  - **JR** will prepare a recommendation letter to the Reunion Metropolitan District for Award of the project;
  - **JR** will present the recommendation to the Reunion Board of Directors if desired;
  - Once the board has approved award of a contract, JR will send out letters to all bidders;
  - **JR** will coordinate with the awarded contractor(s) and District to obtain all signed contract documents, insurance, and bonds.





**Construction Management, Administration, Observation and Close-Out Services: JR Engineering** will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 2-years to complete. Specific services to be performed by JR are as follows:

**Review Contractor's Insurance and Bonds:** JR will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** JR personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. JR shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and
- Any other special construction conditions will be clarified.

JR will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** JR personnel will conduct weekly progress meetings with the Contractor. JR will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the net progress meeting; and
- Discuss and update the schedule and revise as necessary.

**Construction Scheduling:** JR will review the Contractor's construction schedules, activity sequence, and construction procedures.

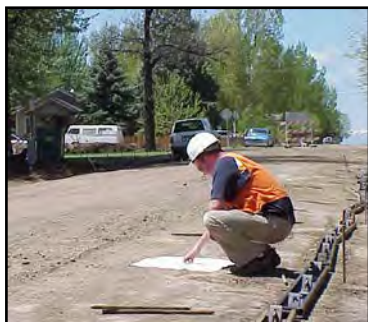
**Pay Request Review:** JR personnel will review and approve pay requests forwarded from the Contractor. JR will forward the application for payment along with a recommendation or approval to the District. JR's review shall be for the purpose of providing a general review of the payment request. JR will also review and verify quantities of work performed during the pay request period.



**Change Order Request Review:** JR will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** JR will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. JR will also prepare and distribute monthly progress reports to the District on the general construction progress.

**Shop Drawing Review/Respond to RFI's:** JR personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. JR will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** JR personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.

**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, and City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walk-through of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** JR will conduct and inspect the constructed activities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District

Scope of Services

and Contractor or any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, JR will submit to the District all as-built records. JR will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, JR will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

**Construction Staking Services:** JR Engineering will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Provide support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** incurred for the Reunion Metropolitan District. Currently the estimated construction costs are **\$1.55 million**. The following is our proposed not to exceed fee percentages for Construction Management, Construction Administration and Construction Staking for the District Landscaping Improvements.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding (0.50%)</u></b>	\$7,750
<b><u>Task 200 – Construction Management &amp; Administration (6.00%)</u></b>	\$93,000
<b><u>Task 300 – Construction Staking (1.0%)</u></b>	\$15,500
<b><u>Total (7.5%)</u></b>	<b>\$116,250</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Management Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any liability of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. **JR** has estimated that the construction of the proposed improvements will take approximately 6-8 months to construct. If additional time is necessary beyond the 8 months this will be considered an additional service and discussed with the District.



**INDEPENDENT CONTRACTOR AGREEMENT**  
(CONSTRUCTION MANAGEMENT SERVICES FOR LANDSCAPING IMPROVEMENTS  
IN FILING #37)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of August, 2020, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

#### 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the



District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Mark Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
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Contractor:	JR Engineering, LLC 7200 S. Alton Way, Suite C-400 Centennial, CO 80112 Attention: Aaron Clutter Phone: (303) 267-6220
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Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Construction  
Management Services with JR Engineering, dated August 4, 2020*

**CONTRACTOR:**

JR ENGINEERING, LLC, a Colorado limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as the \_\_\_\_\_ of JR Engineering, LLC.

Witness my hand and official seal.

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

\_\_\_\_\_  
Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Construction Management Services with Reunion Metropolitan District, dated August 4, 2020***

**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Filing #37 located in NRMD#3



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality





July 20, 2020

**Reunion Metropolitan District**

c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Construction Management Services for the Landscaping and Irrigation Improvements associated with Filing #37 located in NRMD#3

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with landscaping Improvements located within Reunion Filing #37. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 25 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 5 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

## WORK PLAN

### Project Understanding

Based on our understanding, the Reunion Metropolitan District would like to complete Landscaping and Irrigation Improvements within Filings #37. These improvements will include:

- Installing an irrigation system;
- Installing sod;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, **JR Engineering** will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, constructing testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 2 years to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Bidding Services:** **JR Engineering** will prepare the bid package for Landscaping and Irrigation Improvements within Filings #37. **JR Engineering** will perform the following tasks during the bid phase:

- Prepare Bid Documents to include the following documents:
  - Prepare Instructions to Bidders;
  - Prepare bid schedule
  - Prepare Contract documents to include the contract, general conditions, special conditions, and technical specifications; and
- During the Bidding Process **JR** will provide the following services:
  - **JR** will coordinate and upload all bidding documents on JR's FTP site and also utilize the Quest CDN services for all communications during the bidding process;
  - **JR** will answer bidder questions, provide clarifications to plans and specifications, and prepare addendum(s) if necessary;
  - **JR** will review the received bids and prepare a computerized bid tab of all bids received;
  - **JR** will conduct a reference check on the bidders;
  - **JR** will prepare a recommendation letter to the Reunion Metropolitan District for Award of the project;
  - **JR** will present the recommendation to the Reunion Board of Directors if desired;
  - Once the board has approved award of a contract, JR will send out letters to all bidders;
  - **JR** will coordinate with the awarded contractor(s) and District to obtain all signed contract documents, insurance, and bonds.



**Construction Management, Administration, Observation and Close-Out Services:** **JR Engineering** will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 2-years to complete. Specific services to be performed by **JR** are as follows:

**Review Contractor's Insurance and Bonds:** **JR** will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** **JR** personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. **JR** shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and
- Any other special construction conditions will be clarified.

**JR** will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** **JR** personnel will conduct weekly progress meetings with the Contractor. **JR** will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the next progress meeting; and
- Discuss and update the schedule and revise as necessary.

**Construction Scheduling:** **JR** will review the Contractor's construction schedules, activity sequence, and construction procedures.

**Pay Request Review:** **JR** personnel will review and approve pay requests forwarded from the Contractor. **JR** will forward the application for payment along with a recommendation for approval to the District. **JR's** review shall be for the purpose of providing a general review of the payment request. **JR** will also review and verify quantities of work performed during the pay request period.



**Change Order Request Review:** JR will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** JR will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. JR will also prepare and distribute monthly progress reports to the District of the general construction progress.

**Shop Drawing Review/Respond to RFI's:** JR personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. JR will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** JR personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.

**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, and City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** JR will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District

and Contractor for any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, **JR** will submit to the District all as-built records. **JR** will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, **JR** will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

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**Construction Staking Services:** **JR Engineering** will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** Built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$1.55 million**. The following is our proposed not to exceed fee percentages for Construction Management, Construction Administration and Construction Staking for the District Landscape improvements.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding (0.50%)</u></b>	\$7,750
<b><u>Task 200 – Construction Management &amp; Administration (6.00%)</u></b>	\$93,000
<b><u>Task 300 – Construction Staking (1.0%)</u></b>	\$15,500
<b><u>Total (7.5%)</u></b>	<b>\$116,250</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Management Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. **JR** has estimated that the construction of the proposed improvements will take approximately 6-8 months to construct. If additional time is necessary beyond the 8 months this will be considered an additional service and discussed with the District.



**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9



## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/27/2020	Award of Construction, Construction Assistance, Staking, and Testing Services Contracts to construct a traffic signal at Walden Street and 104 <sup>th</sup> Avenue.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - **Traffic Signal Construction** - includes curb and gutter, sidewalk, concrete pavement, traffic signal, pavement markings, and signage.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Western States Reclamation**.

2. Entering into a consultant agreement with JR Engineering to bid the project, and provided construction administration, observation, inspection, close-out services including record drawings, construction staking, and construction testing by AG Wassenaar. A detailed scope and fees are attached to this board communication for review and consideration.
3. Entering into an agreement with United Power to provide electrical service to the proposed traffic signal. (See Attached) As of the date of this communication the attached agreement includes the electrical service for the signal along with a few miscellaneous street lights located along Walden Street. I have requested United Power remove the street light work from the work order. I will forward once I have received the final quote and I have included a budget within the financial details below for just providing the electrical service to the signal.

**BACKGROUND INFORMATION**

The traffic signal improvements at 104<sup>th</sup> Avenue and Walden Street will provide warranted safety improvements at the intersection. Per the Reunion Parcels 4E, 10A, 10B, and 10I Traffic Study completed in October of 2018 by JR Engineering, this intersection meets two Warrants that satisfy the need for signalization in the existing condition. These warrants include Warrant 2 (4 Hour Vehicular Volume) and Warrant 3 (Peak Hour).

<b>FINANCIAL DETAILS</b>
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Directly below are the financial details for awarding the contracts associated with this board communication:

**Construction Costs:**

Construction Contract to Western States Reclamation	- \$487,104.40
United Power Electric Service for the Traffic Signal	- \$7,500 ( <i>Estimated budget</i> )
10% Contingency	- <u>\$49,460</u>

**Construction Subtotal** **\$544,064**

**Construction Bidding, Assistance, Staking, and Testing Costs:**

Bidding Services	- \$10,881 (2.0%)
Construction Assistance	- \$21,763 (4.0%)
Construction Staking	- \$6,801 (1.25%)
Construction Testing	- \$5,441 (1.0%)

**Construction Bidding, Assistance, Staking, and Testing Subtotal** **\$44,886**

Total Funding Budget - **\$588,950**



July 24, 2020

Board of Directors  
**Reunion Metropolitan District**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids  
 Walden & 104<sup>th</sup> Traffic Signal Improvements**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on July 24, 2020 for the Walden Street and 104<sup>th</sup> Avenue Traffic Signal Improvements for the Reunion Metropolitan District. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project consists of the construction of a traffic signal for the Reunion Metropolitan District located at Walden Street and 104<sup>th</sup> Avenue in Commerce City, CO. Roadway improvements include curb and gutter, sidewalk, asphalt and concrete pavement, traffic signal, pavement markings, and signage.

JR Engineering received bids from three Contractors for the Walden & 104<sup>th</sup> Traffic Signal Project. The three Contractors and their respective bids from lowest to highest price are as follows:

CONTRACTOR	TOTAL BID
Western States Reclamation	\$487,104.40
W.L. Contractors	\$494,199.90
Goodland Construction	\$530,245.60

Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance, Bid Price, and Contractor Qualifications.

**1. Bid Document Conformance:**

All Contractors submitted the required project bidding documents. A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.

**2. Bid Price:**

JR Engineering prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.



### **3. Contractor Qualifications:**

Each proposal included a “Contractor’s Qualification Statement” section to be filled out by each bidder. JR Engineering also utilized the OSHA Web Page to check if each Contractor had any major outstanding OSHA violations on record. No major violations were found within the past three years for any of the contractors. The Contractor qualifications for the lowest bidder are attached (Attachment #2).

### **4. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of the bid schedule based on the above categories for the Walden & 104<sup>th</sup> Traffic Signal Improvements located within the Reunion Metropolitan District.

CONTRACTOR	RECOMMENDATION
Western States Reclamation	Award Lowest Qualified Bidder
W.L. Contractors	Second
Goodland Construction	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.

Sincerely,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron Clutter, P.E.



## Attachment #1a

## REUNION METRO DISTRICT

Walden &amp; 104th Traffic Signal

Bidders Checklist

Bid Opening 1:00 p.m., July 24, 2020

COMPANY NAME	Addendum No. 1	Addendum No. 2	Signed Bid Proposal	Contractor's Qual. Statement	Preliminary Schedule	Total Bid
WL Contractors	X	X	X	X	X	\$ 494,199.90
Goodland Construction	✓	✓	✓	✓	✓	\$ 530,245.60
Western States Reclamation	✓	✓	✓	✓	✓	\$ 487,104.40

**Walden 104th Traffic Signal  
BID TABULATION SUMMARY**

Attachment #1

388

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Goodland Construction UNIT PRICE	COST	W.L. Contractors UNIT PRICE	COST	Western States Reclamation (WSR) UNIT PRICE	COST
1.0	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ 38,850.00	\$ 38,850.00
1.1	Utility Potholing	40	HOURL	\$ 425.00	\$ 17,000.00	\$ 225.00	\$ 9,000.00	\$ 210.00	\$ 8,400.00
1.2	Traffic Control	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 27,097.00	\$ 27,097.00	\$ 32,750.00	\$ 32,750.00
2.0	Demolish Existing Caisson	2	EA	\$ 1,265.00	\$ 2,530.00	\$ 1,250.00	\$ 2,500.00	\$ 1,205.00	\$ 2,410.00
2.1	Removal of Concrete	312	SY	\$ 13.50	\$ 4,212.00	\$ 45.00	\$ 14,040.00	\$ 27.00	\$ 8,424.00
2.2	Removal of Curb and Gutter	205	LF	\$ 5.20	\$ 1,066.00	\$ 15.00	\$ 3,075.00	\$ 7.20	\$ 1,476.00
2.3	Removal of Pavement Marking	1562	SF	\$ 4.10	\$ 6,404.20	\$ 4.00	\$ 6,248.00	\$ 3.40	\$ 5,310.80
3.0	Curb Sock	72	LF	\$ 10.80	\$ 777.60	\$ 18.00	\$ 1,296.00	\$ 8.90	\$ 640.80
3.1	Construction Fence	365	LF	\$ 5.80	\$ 2,117.00	\$ 3.00	\$ 1,095.00	\$ 2.45	\$ 894.25
3.2	Erosion Control Manager	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 1,246.00	\$ 1,246.00	\$ 6,475.00	\$ 6,475.00
3.3	Concrete Washout Area	1	EA	\$ 854.30	\$ 854.30	\$ 1,495.00	\$ 1,495.00	\$ 974.00	\$ 974.00
3.4	Stabilized Staging Area	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 11,800.00	\$ 11,800.00
3.5	Vehicle Tracking Control	1	LS	\$ 2,150.00	\$ 2,150.00	\$ 4,620.00	\$ 4,620.00	\$ 10,100.00	\$ 10,100.00
3.6	Inlet Protection [Continuous Grade]	3	EA	\$ 475.00	\$ 1,425.00	\$ 355.00	\$ 1,065.00	\$ 228.00	\$ 684.00
3.7	Inlet Protection [Sump]	1	EA	\$ 950.00	\$ 950.00	\$ 405.00	\$ 405.00	\$ 328.00	\$ 328.00
3.8	Seeding and Mulching [Native]	0.04	AC	\$ 11,000.00	\$ 440.00	\$ 62,310.00	\$ 2,492.40	\$ 18,800.00	\$ 752.00
3.9	Surface Roughening	181	SY	\$ 5.00	\$ 905.00	\$ 6.50	\$ 1,176.50	\$ 2.05	\$ 371.05
4.0	Concrete Pavement	112	SY	\$ 250.00	\$ 28,000.00	\$ 235.00	\$ 26,320.00	\$ 119.00	\$ 13,328.00
4.1	Concrete Sidewalk (4" Depth)	195	SY	\$ 54.90	\$ 10,705.50	\$ 112.00	\$ 21,840.00	\$ 57.50	\$ 11,212.50
4.2	Concrete Curb Ramp	112	SY	\$ 180.00	\$ 20,160.00	\$ 240.00	\$ 26,880.00	\$ 96.50	\$ 10,808.00
4.3	Curb & Gutter, Type 2-IIB	97	LF	\$ 65.00	\$ 6,305.00	\$ 56.00	\$ 5,432.00	\$ 41.50	\$ 4,025.50
4.4	Preformed Plastic Pavement Marking (Inlaid)	1,104	SF	\$ 15.00	\$ 16,560.00	\$ 15.00	\$ 16,560.00	\$ 13.50	\$ 14,904.00
4.5	Concrete Median Cover (4" Depth)(Patterned)(Colored)	11	SY	\$ 230.00	\$ 2,530.00	\$ 310.00	\$ 3,410.00	\$ 93.50	\$ 1,028.50
5.0	Drilled Caisson (18 Inch)	32	LF	\$ 380.00	\$ 12,160.00	\$ 225.00	\$ 7,200.00	\$ 358.00	\$ 11,456.00
5.1	Drilled Caisson (42 Inch)	28	LF	\$ 685.00	\$ 19,180.00	\$ 573.00	\$ 16,044.00	\$ 326.00	\$ 9,128.00
5.2	2" Electrical Conduit (Bored)	430	LF	\$ 20.60	\$ 8,858.00	\$ 14.00	\$ 6,020.00	\$ 19.50	\$ 8,385.00
5.3	3" Electrical Conduit (Bored)	1,300	LF	\$ 22.50	\$ 29,250.00	\$ 15.00	\$ 19,500.00	\$ 21.00	\$ 27,300.00
5.4	2" Electrical Conduit	60	LF	\$ 17.65	\$ 1,059.00	\$ 19.00	\$ 1,140.00	\$ 17.00	\$ 1,020.00
5.5	3" Electrical Conduit	60	LF	\$ 18.85	\$ 1,131.00	\$ 38.00	\$ 2,280.00	\$ 18.00	\$ 1,080.00
5.6	Meter Pedestal	1	EA	\$ 9,090.00	\$ 9,090.00	\$ 5,532.00	\$ 5,532.00	\$ 8,515.00	\$ 8,515.00
5.7	Pull Box (17"x30"x12")	3	EA	\$ 1,295.00	\$ 3,885.00	\$ 1,292.00	\$ 3,876.00	\$ 1,250.00	\$ 3,750.00
5.8	Pull Box (24"x36"x18")	1	EA	\$ 1,775.00	\$ 1,775.00	\$ 1,692.00	\$ 1,692.00	\$ 1,695.00	\$ 1,695.00
5.9	Wiring	1	LS	\$ 25,050.00	\$ 25,050.00	\$ 11,546.00	\$ 11,546.00	\$ 12,150.00	\$ 12,150.00
5.10	Luminaire (250 Watt Equivalent LED)	4	EA	\$ 1,700.00	\$ 6,800.00	\$ 873.00	\$ 3,492.00	\$ 1,420.00	\$ 5,680.00
5.11	Sign Panel (Class I)	56	SF	\$ 44.75	\$ 2,506.00	\$ 35.00	\$ 1,960.00	\$ 43.00	\$ 2,408.00
5.12	Sign Panel (Street Name Sign)	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 3,226.00	\$ 12,904.00	\$ 2,895.00	\$ 11,580.00
5.13	Signal Head Backplate	12	EA	\$ 160.00	\$ 1,920.00	\$ 118.00	\$ 1,416.00	\$ 119.00	\$ 1,428.00

**Walden 104th Traffic Signal  
 BID TABULATION SUMMARY**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Goodland		W.L.		Western States	
				Construction	COST	Contractors	COST	Reclamation	COST
				UNIT PRICE		UNIT PRICE		(WSR)	
				UNIT PRICE		UNIT PRICE		UNIT PRICE	
5.14	Pedestrian Signal Face (Countdown)	8	EA	\$ 865.00	\$ 6,920.00	\$ 525.00	\$ 4,200.00	\$ 766.00	\$ 6,128.00
5.15	Traffic Signal Face (12-12-12)	12	EA	\$ 1,275.00	\$ 15,300.00	\$ 705.00	\$ 8,460.00	\$ 1,220.00	\$ 14,640.00
5.16	Traffic Signal Face (12-12-12-12)	8	EA	\$ 1,530.00	\$ 12,240.00	\$ 995.00	\$ 7,960.00	\$ 1,445.00	\$ 11,560.00
5.17	Traffic Signal Controller Cabinet	1	EA	\$ 17,530.00	\$ 17,530.00	\$ 10,442.00	\$ 10,442.00	\$ 16,900.00	\$ 16,900.00
5.18	Pedestrian Push Button Assembly	8	EA	\$ 1,855.00	\$ 14,840.00	\$ 1,115.00	\$ 8,920.00	\$ 1,790.00	\$ 14,320.00
5.19	Fire Preemption Unit & Timer	2	EA	\$ 3,885.00	\$ 7,770.00	\$ 3,825.00	\$ 7,650.00	\$ 3,745.00	\$ 7,490.00
5.20	Vehicle Detection System (Single Camera)	4	EA	\$ 6,650.00	\$ 26,600.00	\$ 6,453.00	\$ 25,812.00	\$ 6,355.00	\$ 25,420.00
5.21	Traffic Signal-Light Pole Steel (1- 40 Foot Mast Arm)	1	EA	\$ 19,595.00	\$ 19,595.00	\$ 22,340.00	\$ 22,340.00	\$ 18,850.00	\$ 18,850.00
5.22	Traffic Signal-Light Pole Steel (1- 45 Foot Mast Arm)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 23,453.00	\$ 23,453.00	\$ 19,300.00	\$ 19,300.00
5.23	Traffic Signal-Light Pole Steel (1- 50 Foot Mast Arm)	2	EA	\$ 21,590.00	\$ 43,180.00	\$ 26,051.00	\$ 52,102.00	\$ 20,750.00	\$ 41,500.00
5.24	Controller	1	EA	\$ 9,825.00	\$ 9,825.00	\$ 17,688.00	\$ 17,688.00	\$ 9,480.00	\$ 9,480.00
5.25	Uninterrupted Power Supply	1	EA	\$ 4,890.00	\$ 4,890.00	\$ 4,536.00	\$ 4,536.00	\$ 4,715.00	\$ 4,715.00
5.26	Wireless/Radio Communication System	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 3,242.00	\$ 3,242.00	\$ 5,280.00	\$ 5,280.00
				<b>TOTAL</b>	<b>\$ 530,245.60</b>	<b>TOTAL</b>	<b>\$ 494,199.90</b>	<b>TOTAL</b>	<b>\$ 487,104.40</b>

### CONTRACTOR'S QUALIFICATION STATEMENT

The Undersigned certified under oath the truth and correctness of all statements and/or all answers to questions made hereinafter.

Submitted to: Reunion Metropolitan District C/O JR Engineering

Submitted by: Name: Western States Reclamation, Inc.  
Address: 3756 Imperial Street  
City, State Zip: Frederick, CO 80516  
Phone: (303) 833-1986  
Principal Office: 3756 Imperial Street; Frederick, CO 80516

Check One:  Corporation     Partnership     Joint Venture     Individual  
 Other \_\_\_\_\_

1. How many years has your organization been in business as a Contractor under the present firm's name? 37 years

2. How many years has your organization been in business under its present business name? 37 years

3. If a Corporation, answer the following:

Date of Incorporation January 1983                      State of Incorporation Colorado  
President David Chenoweth  
Vice President(s) Elizabeth Chenoweth  
Colby Reid  
Secretary Elizabeth Chenoweth  
Treasurer Daniel Zethren

4. If a partnership, answer the following:

Date of Organization \_\_\_\_\_  
Type of Partnership \_\_\_\_\_

(General/Limited/Association)

Name and Address of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If other than a Corporation or Partnership, describe organization and name principals:

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6. What percent of the work do you normally perform with your own forces? 90 %

List Trades Heavy civil: Earthwork, concrete, utilities  
Erosion control, restoration, landscape, irrigation

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7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why.

No

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8. Have you ever defaulted on a contract? If so, when, where, and why.

No

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9. Has any Officer or Partner of your organization ever been an Officer or Partner of another organization that failed to complete a construction contract? If so, state the circumstances below:

No

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10. Is the Bidder authorized to transact business in Colorado? Yes. (If the answer is "no", skip items 11, 12, and 13.)

11. Is the Bidder's principal place of business in Colorado? Yes. (If the answer is "no", you must answer item 12; if the answer to 11 is "yes", disregard questions 12 below.)

12. A. Does the Bidder maintain a place of business in Colorado? Yes. (If the answer is "yes", you must answer question 12b.)
- B. Has the Bidder paid Colorado Unemployment Compensation Taxes in at least 75 percent of the 8 quarters immediately prior to the date of bid?  
Yes.
13. List major construction projects your Organization has under contract on this date:

Project Name: Dillon Road  
 Owner: City & County of Broomfield Phone Number: (303) 464-5834  
 Engineer: Muller Engineering Phone Number: (303) 988-4939  
 Contract Amount: \$1,060,017.66 Contract Date: 3/4/2019  
 Percent Complete: 18% Scheduled Completion: October 2020  
 Scope of Work: Erosion control, light grading, landscape, irrigation

Project Name: Poudre River Stabilization  
 Owner: City of Greeley Phone Number: (970) 350-9279  
 Engineer: Otak Phone Number: (303) 444-2073  
 Contract Amount: \$108,776 Contract Date: 4/1/2020  
 Percent Complete: 20% Scheduled Completion: 5/15/2020  
 Scope of Work: Excavation, rip rap placement, concrete

Project Name: 39th Avenue  
 Owner: City & County of Denver Phone Number: (720) 457-6222  
 Engineer: Fellsburg, Holt, & Ullevig Phone Number: (303) 721-1440  
 Contract Amount: \$2,148,583 Contract Date: 4/10/2019  
 Percent Complete: 30% Scheduled Completion: November 2020  
 Scope of Work: Drainage and utilities, channel construction, landscape, irrigation, erosion control

Project Name: Tollgate Creek Channel Improvements  
 Owner: City of Aurora Phone Number: (303) 326-8200  
 Engineer: Stantec Phone Number: (303) 758-4058  
 Contract Amount: \$1,098,506 Contract Date: 10/22/2019  
 Percent Complete: 30% Scheduled Completion: October 2020  
 Scope of Work: Grading, Channel Work and stabilization, erosion, seeding

14. List major construction projects similar to the **Reunion Center – STEAD School Phase** your Organization has completed in the past five years:

Project Name: C470 Schedule Recovery  
 Owner: CDOT Phone Number: (303) 757-9007  
 Engineer: AECOM Phone Number: (720) 429.0665  
 Contract Amount: \$9,620,010 Contract Date: June 2019  
 Scope of Work: Slope paving, trickle channel, barrier, retaining walls, basin outlets, sidewalks, road tie-ins, maintenance roads

Project Name: Poudre River Stabilization  
 Owner: City of Greeley Phone Number: (970) 350-9279  
 Engineer: Otak Phone Number: (303) 444-2073  
 Contract Amount: \$303,042 Contract Date: December 2019  
 Scope of Work: Excavation, bioengineering installation, concrete trail, erosion, restoration

Project Name: Berthoud Reservoir  
 Owner: Town of Berthoud Phone Number: (970) 344-5807  
 Engineer: Deere & Ault Phone Number: (303) 651-1468  
 Contract Amount: \$1,208,012 Contract Date: 8/24/2016  
 Scope of Work: Construction of a bifurcation embankment to capture sediment above existing dam structure, using 37,500 CY of soil material from existing reservoir body, dewatering, build a boat dock and utilized excess PVC piping to construct a recreational cat fish habitat

Project Name: Chatfield Storage  
 Owner: Chatfield Reservoir Mitigation Co. Phone Number: (303) 618-5010  
 Engineer: Muller Engineering Phone Number: (303) 988-4939  
 Contract Amount: \$6,104,810 Contract Date: January 2018  
 Scope of Work: Erosion Control and revegetation over 20,600 acre-feet of flood storage space, topsoil placement

15. List the experience of the principal individuals and superintendents that will be assigned to this project (including the percentage of their time to be assigned to this project)?

NAME	POSITION	YEARS EXPERIENCE	PERCENT OF TIME
<u>Terry Alldredge</u>	<u>Project Manager</u>	<u>35 years</u>	<u>50%</u>
<u>Dale Seyler</u>	<u>Superintendent</u>	<u>31 years</u>	<u>100%</u>
<u>Clint Snow</u>	<u>General Superintendent</u>	<u>37 years</u>	<u>15%</u>

16. List the major equipment and the number of crews and the number of workers assigned to each crew that will be used for this project:

950 Loader, Water Truck, Skid-steer w/attachments, Side Dump, Backhoe, Mini Excavator, Transport, Truck Crane, Small Compactor, Pothole Truck, Caisson Drill, Concrete Trucks, Traffic Control Devices, 1 signal Crew, 1 concrete Crew, 1 demo, grading and finish roadway crew, 1 striping crew, 1 landscape & Ec crew

17. List subcontractors and suppliers providing services and/or materials to be furnished and a summarization of the dollar value of each subcontract:

Subcontractor/Supplier	Service/Materials	Dollar Value
<u>Sturgeon Electric</u>	<u>Traffic Signal &amp; OH Signs</u>	<u>\$288,808</u>
<u>S &amp; S Striping</u>	<u>Striping</u>	<u>\$21,430</u>
<u>CASI</u>	<u>Concrete (Partial)</u>	<u>\$25,900</u>



18. List states and categories in which your organization is legally qualified to do business?  
CO, AZ, NM, TX, CA, WY, MT, ND, SD, MO, UT, ID NV, OR, OK, MI, NE, AR

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19. Bank References:  
MidWestOne Bank

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1899 Wynkoop Street, STE 100; Denver, CO 80202

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Ron Siegle

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20. Trade References:

Aggregate Industries (303) 980-8300

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Triton Environmental (303) 945-7588

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Aggregate Logistics (970) 282-7625

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21. Name of bonding and insurance companies and name and address of agents: maximum bonding capacity. What portion remains of this bonding capacity at the time of submittal of the Bid?

Holmes Murphy Ashlea McCaughey

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7600 East Orchard Road, Suite 230 South; Greenwood Village , CO 80111

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\$50,000,000 bonding capacity -- \$37,000,000 available

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22. List any OSHA citations and violations, past or pending, in which your organization has received within the past three years.

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23. List any recordable injuries (OSHA 300 Log), which your organization has experienced in the past three years. Provide your OSHA 300 Log for the past three years.

See attached

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24. List your organizations current Worker's Compensation Experience Modifier Rate? .65

25. Does your organization have an established safety program? Yes If so, please provide.

*See attached table of contents*

26. The undersigned agrees to furnish, upon request by the Owner, within five (5) working days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets:

Cash  
 Joint Venture Accounts  
 Notes Receivable  
 Accounts Receivable  
 Accrued Interest on Notes  
 Deposits  
 Materials and Prepaid Expenses  
 Net Fixed Assets  
 Other Assets

Current Liabilities

Accounts Payable  
 Notes Payable  
 Accrued Interest on Notes  
 Provision for Income Taxes  
 Advances Received from Owners  
 Accrued Salaries  
 Accrued Payroll Taxes  
 Other Liabilities  
 Capital Stock  
 Authorized and Outstanding Shares Par Values  
 Earned Surplus

Date of Statement of Balance Sheet: December 31, 2019

Name of Firm Preparing Statement: Plante & Moran, PLLC

By (Agent and Capacity): Josh Billiard, CPA; Partner

**REUNION CENTER STEAD SCHOOL PHASE  
REUNION METRO DISTRICT**



**J-R ENGINEERING**



**WESTERN  
STATES**  
RECLAMATION, INC.

STATE OF COLORADO  
CONTRACTORS LICENSE NO. 19871505220

**STATEMENT OF QUALIFICATIONS**

**PROJECT HISTORY & PROJECT MANAGEMENT STAFF**



## COMPANY BIOGRAPHY

Western States Reclamation, Inc. (WSR) was established in January of 1983. Since its inception WSR has steadily grown both in size and service capabilities. Today WSR has over 200 employees and offices in Frederick, CO (corporate office), Grand Junction, CO, and Kayenta, AZ and has successfully performed projects in twenty-one different states.

WSR is a turn-key contractor with a diverse set of capabilities and experience able to self-perform all phases of a project from planning and design, BMP installation, earthwork, concrete, utilities, to final restoration including seeding, irrigation, and landscaping.

WSR's history and experience has evolved in all markets of the industry from mining, oil & gas, transportation, waterway construction, habitat construction, and parks & open space construction.

### Major service offerings include:

- Seeding & Reclamation
- Landscape & Irrigation
- Restoration of Waterways & Habitats
- Stormwater Management & Erosion Control
- Environmental Consulting
- Heavy Civil Using GPS Machine Control
- Streams & Waterway Construction
- Parks & Trails
- Utilities & Infrastructure
- Concrete Forming & Placement

WSR's ability to self-perform nearly all phases of a project offers several benefits important to any project including better scheduling management and cost and quality control. Additionally, WSR's respect to final restoration and integrating it with civil and how a site is handled throughout the course of construction has proven to be of immense value and more successful projects.



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WESTERN STATES RECLAMATION, INC.

is a

Corporation

formed or registered on 01/17/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871505220 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/16/2020 that have been posted, and by documents delivered to this office electronically through 04/17/2020 @ 14:19:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/17/2020 @ 14:19:09 in accordance with applicable law. This certificate is assigned Confirmation Number 12255780 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**Project Management Staff (resumes attached):**

**Terry Alldredge: Civil Division Manager**

**Dale Seyler: Civil Superintendent**

**Clint Snow: General Superintendent and Stormwater Manager**

### **C470 Express Lanes Schedule Recovery; Highlands Ranch, CO**

Western States Reclamation, Inc. (WSRI) was contracted by the design/build team of Flatiron/AECOM to aid in schedule recovery efforts on the C470 Express Lanes project for the Colorado Department of Transportation (CDOT). The project limits are a 12.5 mile corridor along C470 between I-25 and Wadsworth Boulevard. WSRI was tasked with a number of items in efforts to rescue the project which had fallen behind on schedule. Terry Alldredge was also asked to provide senior level construction project management services to aid with the design/build team in recovery efforts on other phases of the project, while also overseeing WSRI's scope which included:

- 2,316 senior level project management consultant services provided by Terry Alldredge
- 17,774 LF of Type 7 Concrete Barrier to include 3,543 CY of concrete
- 18,804 SY of slope paving on slopes as steep as 1:1 to include 3,134 CY of concrete
- Construction of stormwater quality ponds to include 1,138 CY of unclassified excavation, grading and placement of 2,282 CY of concrete for construction of forebays and trickle channels and 1,089 CY of concrete for maintenance access roads
- Grading and construction of 6,791 SY of pedestrian/bike trails along the corridor to include placement of 1,172 CY of concrete
- 1,209 LF of Type III Curb and Gutter to include 92 CY of concrete placement
- 4,001 LF of Type II Gutter to include 207 CY of concrete placement
- 2,987 SY of 24" moisture conditioning
- 26 hours of potholing services

**Project Reference:**

Jason P. Brada; Project Sponsor – Flatiron/AECOM Design Build Project Team  
 (720) 429-0665  
 jbrada@flatironcorp.com

### **Poudre Riverbank Stabilization Project; Greeley, CO**

Western States Reclamation, Inc. (WSRI) was contracted by the City of Greeley on a flood recovery project to stabilize a section of the Poudre River and repair part of a pedestrian trail running through the project limits. The project had a strong bioengineering approach as the trunks of 55 coniferous trees and root wads were imported in and placed after over 1,300 CY of excavation was completed. WSRI offered turn-key services by installing initial BMPs and performing all dirtwork, placement of woody material, 255 CY of riprap placement, placement of 462 CY of new concrete trail for pedestrian use, and final restoration efforts including riparian plantings and seeding.

**Project Reference:**

Joe Marcisofsky; Project Manager – City of Greeley  
 (970) 336-4124  
 joe.marcisofsky@greeleygov.com



## **Chatfield Reservoir Reallocation CMAR Project; Littleton, CO**

The Chatfield Reservoir Mitigation Company partnered with Western States Reclamation, Inc. (WSRI) as the landscape and habitat restoration contractor as part of a \$45 million CMAR contract for several major phases of the Chatfield Storage Reallocation Project. The project consists of a reallocation of storage space in Chatfield Reservoir by the U.S. Army Corps of Engineers (USACE) authorizing the use of 20,600 acre-feet of storage space by the project participants for municipal, agricultural, and other beneficial uses. Work included moving over 1,000,000 CY of dirt along with major channel reconstruction and river stabilization to include outfall structures, grouted boulders, void filled rip rap, and placement of several bridges. Terry Alldredge, Western States Civil Division Manager and Pre-Construction Manager was the project manager for the general contractor on this project overseeing all construction efforts, value engineering, quality control and subcontractor coordination.

Western States constructed an extensive habitat restoration and revegetation plan consisting of beaver dam construction, construction of a complex irrigation system, planting over 140,000 deciduous and evergreen trees, shrubs, wetland plugs, willow stakes, and cottonwood poles. Other elements entailed the use of several designed seed mixes with appropriate soil amendments and hydraulic mulches on approximately 250 acres of wetland and upland environments. Additionally, Western States installed over 100,000 square yards of coir matting, erosion control blanket, and harvested and assembled 8,600 linear feet of willow logs for stream bank stabilization.

### **Project Reference:**

Tim Feehan; P.E. – Chatfield Reservoir Mitigation Company  
(303) 618-5010  
tim.feehan07@gmail.com

## **Lafayette-Louisville Boundary Area Drainage Improvements; Louisville, CO**

This project was constructed in partnership with the Mile High Flood District and included construction of approximately 6,800 linear feet of drainage channel with boulder grade control structures, installation of void-filled riprap and soil riprap, three pedestrian bridges and abutments, lowering 158 linear feet of mortar-lined steel pipe, water line; installation of 20 linear feet of 10-foot wide by 1.5-foot high reinforced concrete box culvert; and other incidentals. Terry Alldredge was the assigned Project Manager with the general contractor and had an essential role in value engineering, procurement and overseeing the installation of the bridges and abutments as well as managing all other aspects of the project through construction and contract closeout.

Western States role in this project involved the restoration along the project corridor to include installation of coir matting along the stream banks, tree and riparian plantings, and seeding.

### **Project Reference:**

Cameron Fowlkes; P.E. City of Louisville (Now with City of Longmont)  
(303) 651-8981  
Cameron.fowlkes@longmontcolorado.gov

## **Berthoud Reservoir; Berthoud, Colorado**

As a result of years of siltation, the Town of Berthoud's water supply was unable to utilize the existing reservoir. WSRI was contracted to clear and grub the work site, construct a bifurcation embankment to capture sediment above the existing dam structure, and revegetate disturbed areas. Due to excess groundwater the project had an extremely soft subgrade and required extensive dewatering and use of track hoes and haul trucks to navigate the project conditions. Approximately 75,000 cubic yards of soil material was stripped and stockpiled from the existing reservoir body. In addition, nearly 37,500 cubic yards of soil material was placed and compacted for the bifurcation dam. Three concrete water-intake structures and associated piping were constructed to convey water from the ineffectual water cell into the potable water cell.

### **Project Reference:**

Stephanie Brothers; P.E. – Town of Berthoud  
(970) 344-5807  
sbrothers@berthoud.org

# TERRY ALLDREDGE

## CIVIL DIVISION MANAGER

WESTERN STATES RECLAMATION, INC

### EDUCATION

B.S. Construction Management  
California State University  
Chico, CA

### EXPERIENCE

- ◇ 35 year veteran in the heavy civil and aggregates industry.
- ◇ Strong professional focused on delivering high quality projects by creating effective industry partnerships with owners, designers, sub-contractors, and vendors.
- ◇ Strong advocate for industry development and outreach.
- ◇ Focus on employee development and training.

### CONTACT

talldredge@wsreclamation.com  
(720) 775-7062  
(303) 833.1386



### EMPLOYMENT

#### CIVIL DIVISION MANAGER / PRE-CONSTRUCTION MANAGER

*Western States Reclamation, Inc. - July 2019-Present*

Execute and oversee projects and bids in a timely manner, while maintaining proper budget control. Manage and coordinate employees, sub-contractors, and vendors on projects as they relate to roadway construction, stream and waterway construction, concrete forming and placement, utilities and storm-water infrastructure improvements. Strong emphasis on delivering high quality projects through creating effective partnerships with owners, designers, and sub-contractors. Create a company culture focused on safety, reliability, accountability, and employee development.

#### PROJECT MANAGER

*Concrete Express, Inc.—Denver, CO: September 2015-July 2019*

Managed approximately \$70 million in total project revenue of which all were delivered on time, within budget, and of the highest quality. Several of the projects won awards within various industry associations.

See attached projects page.

#### PROJECT MANAGER

*Ames Construction—Aurora, CO June 2011—September 2015*

Managed road rehabilitation and design-build projects throughout in Colorado and North Dakota. Member of US 36 Design-Build team overseeing project scopes related to wet & dry utilities, roadway lighting, overhead signs, traffic signals, Type 7 Barrier, Metal Beam Guardrail and ITS. In addition to the typical duties of a PM in a fast track environment, Active in project design, generating RFC plans, determining scope requiring at risk construction practices, estimating both original bid confirmation and project change orders, performing CDR efforts on other elements of the project (roadway, structures, drainage, walls, etc.), preparing FDC's, RFI's, RCP's and many other duties.



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- ◇ Strong professional focused on delivering high quality projects by creating effective industry partnerships with owners, designers, sub-contractors, and vendors.
- ◇ Strong advocate for industry development and outreach.
- ◇ Focus on employee development and training.
- ◇ Implement use of Topcon GPS systems.

### CONTACT

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(720) 775-7062  
(303) 833.1386



### EMPLOYMENT

#### SENIOR ESTIMATOR

*SEMA Construction, Inc.-Lake Forest, CA: June 2010-August 2011*

Dirt and pipe estimator bidding primarily public works projects ranging from \$5 million to \$100 million in volume. Project owners included Caltrans, various Cities and Counties, Water Districts, Railroads (Metro Link, BNSF & UPRR railroads). Project scopes include grade separation, interchange modifications, railroad projects, small earth fill dam (\$50 million), MSE walls, T-Walls, wet utilities, new construction and road rehabilitation work. Duties included, takeoffs, estimate preparation, bid reviews, project buy out, draft subcontracts and purchase orders, bid closings and conform project budgets

#### President & General Manager

*Knife River Construction-Casper, WY: January 2005-June 2010*

Represented our presence in Wyoming as the President of our Wyoming Corporation and providing the General Management of the Casper office. The Casper division of Knife River consisted of a vertically integrated, material-based construction services & material supply company. Prior to my transferring to Casper in 2005, our Wyoming division suffered substantial financial losses. In 2005 our organization grew from one of the worst performing districts within our region to one of the better performing divisions within our 17-state corporation as it related to safety, quality and profit. Annual contracts of \$35 million.

#### District Manager

*Baldwin Contracting-Chico, CA: 1985-2005*

Worked through the ranks of the company starting as a general laborer upon graduating college and growing into leadership positions from Superintendent, Senior Estimator, Project Manager, Plant Manager, and ultimately district manager. Built heavy highway projects for CALTRANS, railroads, water districts, and various cities and counties.



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- ◇ Implement use of Topcon GPS systems.

### CONTACT

[talldredge@wsreclamation.com](mailto:talldredge@wsreclamation.com)  
(720) 775-7062  
(303) 833.1386



### PROJECT EXPERIENCE

#### **C470 Schedule Recovery**

*Project Manager; Littleton, CO*

Western States was brought in by Flatiron Construction and AECOM to aid in schedule recovery for the C470 Corridor Improvements Project for the Colorado Department of Transportation. On this project, Western States performed earthwork and fine grading for the construction of stormwater detention facilities along the corridor to include forming and placement of concrete for various forebays and trickle channels. Western States also prepared subgrade and placement of Type VII concrete barrier, slope paving underneath bridge abutments, earthwork, forming and placement of concrete bike paths.

#### **CHATFIELD RESERVOIR REALLOCATION**

*Project Manager; Chatfield State Park, Littleton, CO*

This \$45 million CMAR project consisted of reallocating 20,600-acre feet of water storage space in Chatfield Reservoir for the Chatfield Reservoir Mitigation Company (CRMC). Work included major earthwork (over 1 million cubic yards over 250 acres), channel reconstruction and river stabilization along with new portions of Chatfield infrastructure including bridges, outfall structures, parking lots, new roadways and utilities. Terry is the assigned Construction Project Manager and has an essential role in the procurement and overseeing the installation of a variety work activities and daily coordination with project partners and stakeholders including CRMC, CPW, engineers, Centennial Water & Sanitation and USACE. This project has since won numerous industry awards.



# TERRY ALLDREDGE

## CIVIL DIVISION MANAGER

WESTERN STATES RECLAMATION, INC

### PROJECT REFERENCES

Cameron Fowlkes: City of Longmont  
Cameron.Fowlkes@longmontcolorado.gov  
303-651-8981

Dave Skudas: Mile High Flood District  
dskuodas@udfcd.org  
303-455-6277

Tim Feehan:  
Chatfield Reservoir Mitigation Company  
Tim.feehan07@gmail.com  
303-618-5010

### EXPERIENCE

- ◇ 35 year veteran in the heavy civil and aggregates industry.
- ◇ Strong professional focused on delivering high quality projects by creating effective industry partnerships with owners, designers, sub-contractors, and vendors.
- ◇ Strong advocate for industry development and outreach.
- ◇ Focus on employee development and training.
- ◇ Implement use of Topcon GPS systems.

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(720) 775-7062  
(303) 833.1386



### PROJECT EXPERIENCE

#### Lafayette-Louisville Boundary Improvements

*Project Manager; Louisville, CO*

This 3.6million project included construction of approximately 6,800 linear feet of drainage channel with boulder grade control structures; installation of void-filled riprap and soil riprap; three pedestrian bridges and abutments; lowering 158 linear feet of mortar-lined steel pipe, water line; installation of 20 linear feet of 10-foot wide by 1.5-foot high reinforced concrete box culvert; and other incidentals. Terry was the assigned Project Manager and had an essential role in Value Engineering, the procurement and overseeing the installation of the bridges and abutments as well as managing all other aspects of the project through construction and contract closeout. This project has since won various industry awards.

#### US 36 MANAGED LANES DESIGN BUILD

*Project Manager; Westminster, CO*

Represented the design-build team in a project management capacity with specific focus on wet & dry utilities, roadway lighting, overhead signs, traffic signals, Type 7 Barrier, Metal Beam Guardrail and ITS. In addition to the typical duties of a PM in fast track environment, Terry was very active in project design, generating RFC plans, determining scope requiring at risk construction practices, estimating both original bid confirmation and project change orders, performing CDR efforts on other elements of the project (roadway, structures, drainage, walls, etc.), preparing FDC's, RFI's, RCP's and many other duties.

#### 11.78 Mile Road Improvements Project

*Project Manager; North Dakota*

This \$33 million project for the North Dakota Department of Transportation was a fast track project in a remote setting that consisted of 1.2 Million cubic yards of earthwork, 75,000 tons of asphalt milling, 400,000 tons of aggregate base, 180 linear feet of 7-foot by 8-foot precast double box culvert. Terry was Project Manager on this very successful job that was completed on-time and with a clean safety record. Safety record consisted of 57,081 man-hours, zero recordable injuries, zero lost time accidents and a Recordable Incident Rate of 0.0. During the height of the construction activities, there were two traffic control operations with 4 pilot cars and 250 each onsite aggregate and asphalt trucks providing materials to the project in order to meet the aggressive schedule.



# DALE SEYLER

## SUPERINTENDENT

WESTERN STATES RECLAMATION, INC

### EXPERIENCE

- ◇ 31 years construction experience
- ◇ 25 years experience as a foreman/superintendent
- ◇ 4.5 years experience at WSRI

### SPECIALTIES / TRAINING

- ◇ Supervising heavy highway projects
- ◇ OSHA Training
- ◇ MSHA Training
- ◇ CDOT Training

### CONTACT

dseyler@wsreclamation.com  
(303) 994.3514  
(303) 833.1986



### EMPLOYMENT

#### CIVIL SUPERINTENDENT

Western States Reclamation, Inc. - Frederick, Colorado 2015-Present

Mr. Seyler is responsible for coordinating with general and subcontractors on various projects, operating equipment, and the ordering and distribution of materials. Experience supervising crews of up to thirty people. Specialties include projects involving dirt and earthwork.

#### FOREMAN / SUPERINTENDENT

Scott Construction — 2012-2015

Supervised and managed a wide-range of construction projects both large and small scale. Projects specialized in heavy highway work. Experience working on projects for municipalities, both commercial and residential.

#### FOREMAN / SUPERINTENDENT

MCMS — 2009-2012

Supervised and managed a wide-range of construction projects both large and small scale. Responsible for supervising crews throughout the duration of the project. Specialized in projects involving water storage.

#### FOREMAN / SUPERINTENDENT

Horn Construction — 2005-2009

Responsible for coordinating and distribution of materials for various construction projects. Experience leading teams of up to thirty people. Specialized in projects involving heavy highway work and schools.

#### FOREMAN / SUPERINTENDENT

A+ Construction — 2003-2005

Experience working various large and small scale roadwork projects.

#### FOREMAN / SUPERINTENDENT

Precision Grading — 2001-2003

Experience working various large and small scale roadwork projects. Specialized in dirt and earthwork.

#### FOREMAN / SUPERINTENDENT

CAT Construction — 1989-2002

Experience working projects with heavy highway work and water storage lakes.



# CLINTON SNOW

## GENERAL SUPERINTENDENT

WESTERN STATES RECLAMATION, INC.

### EDUCATION

A.A.S., Agronomy and Spanish  
Glendale Community College,  
Glendale, AZ

### CERTIFICATIONS

- ◇ MSHA
- ◇ OSHA 30
- ◇ CISEC #1116
- ◇ CDOT TECS #28974

### EXPERIENCE

- ◇ 14 years as Landscape and Reclamation Superintendent
- ◇ 16 years golf course and landscape construction and maintenance
- ◇ 6 years working with United States Air Force construction equipment

### SPECIALTIES

- ◇ Stream & habitat restoration
- ◇ Landscape irrigation installation and maintenance
- ◇ USAF Training Programs

### CONTACT

csnow@wsreclamation.com  
(303) 472.5774



### EMPLOYMENT

#### GENERAL SUPERINTENDENT

*Western States Reclamation, Inc. - Frederick, Colorado 2006-Present*

Lead field teams of 20 to 50 in planning and execution of erosion control and reclamation projects valued at \$100K to \$3MM. Report to Division Manager. Promoted within one year of hire as Irrigation Superintendent to Irrigation/Reclamation Superintendent, and promoted again to General Superintendent within two years of hire.

Projects include erosion control, wetlands plantings, stream construction, native seeding, mulching and landscaping for major pipeline work in the Western United States, providing irrigation installation on large- and small-scale environmental reclamation and landscaping projects.

#### ASSISTANT SUPERINTENDENT

*Niebur Golf - Colorado Springs, Colorado May-October 2005*

Assisted in all aspects of golf course construction. Installed irrigation, electrical, pump, and transfer stations to meet specifications. Coordinated and scheduled crews for irrigation and electrical construction.

#### PIPE FITTER/EQUIPMENT OPERATOR

*American Landscape, Inc. - Canoga Park, Arizona 1999-2003*

Installed and renovated irrigation and drainage systems on golf courses and recreation areas in California, Nevada, and Utah. Operated heavy equipment and coordinated projects to ensure high productivity.

#### CONSTRUCTION EQUIPMENT AND PAVEMENT SUPERINTENDENT

*Vinnel-Brown & Root (USAF) - Incirlik Air Force Base, Turkey 1993-1999*

Supervised, Managed, and scheduled support staff on maintaining golf course, air field, roads, and other paved areas. Operated, maintained, and repaired related construction equipment. Recognized for outstanding performance and increasing efficiency numerous times throughout contract.

#### PARKS GROUNDSKEEPER

*Cave Creek Golf Course - Phoenix, Arizona 1983-1991*

Constructed and maintained systems and grounds of championship golf course built on an existing landfill.



## *Western States Reclamation, Inc.*

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

### **Bank References**

#### **MidWestOne Bank**

**Contact Name:** Ron Siegle  
**Address:** 1899 Wynkoop Street  
Suite 100  
Denver, CO 80202  
**Telephone:** 720.739.2295  
**Email:** [rsiegle@midwestone.com](mailto:rsiegle@midwestone.com)



*Western States Reclamation, Inc.*

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

**Insurance Reference**

**Contact:**

**Holmes Murphy  
c/o Velia Mancha**

**Address:**

**7600 East Orchard Road Suite 230  
Greenwood Village, CO 80111**

**Telephone:**

**720.622.8244**





THINKING AHEAD

March 31, 2020

Re: Western States Reclamation, Inc.

To Whom it May Concern,

We have the privilege of providing surety bonds for Western States Reclamation, Inc. and have been acquainted with them for many years. Western States Reclamation, Inc. is considered very reputable, and experienced in their field, which includes landscape construction and land restoration. They enjoy a fine relationship with owners, architects, engineers and suppliers. We recommend them as a very competent and reliable contractor.

Western States Reclamation, Inc. has established a relationship with Berkley Insurance Company an "A+(XV)" rated Surety Company by A.M. Best Company. Western States Reclamation, Inc. is capable of providing single bonds in excess of \$25,000,000 with a total aggregate program of \$50,000,000, with \$37,000,000 of that capacity currently available. We are prepared to positively respond to any Western States Reclamation, Inc. bond request, subject to a routine review of contract documents, etc. We have never denied a request from this client and have never had a complaint regarding their performance and/or related payments.

Our position is expressly conditioned upon our favorable review of the contract documents, plans, specifications, and normal underwriting requirements at the time of the request. The arrangement for Performance and Payment Bonds is a matter between Western States Reclamation, Inc. and Berkley Insurance Company, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written. This letter is an indication only and not a commitment to provide bonding.

We are confident that you will find Western States Reclamation, Inc. a pleasure to work with on any project. If we may be of further assistance in any way, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Ashlea McCaughey'.

Ashlea McCaughey  
Surety Account Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2020

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

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

PRODUCER Holmes Murphy - Colorado 7600 East Orchard Road, Suite 230 South Greenwood Village, CO 80111	CONTACT NAME: Nick Brown		
	PHONE (A/C, No, Ext): 720-458-5770	FAX (A/C, No): 844-248-0468	
E-MAIL ADDRESS: nbrown@holmesmurphy.com			
INSURED Western States Reclamation, Inc. 3756 Imperial Street Frederick, CO 80516	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Co. America		25674
	INSURER B : Pinnacol Assurance Company		41190
	INSURER C : Travelers Indemnity Co of America		25666
	INSURER D : Admiral Insurance		24856
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO326D029ATIL19	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			DT8102N222190TIL19	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP6J2166661926	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4202787	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased/Rented Eq.			QT6602A931946TIA	07/01/2019	07/01/2020	\$1,000,000; \$2,500 Ded
C	Installation Flt.			QT6602A931946TIA	07/01/2019	07/01/2020	\$250,000; \$1,000 Ded
D	Poll/Prof Liab.			FEIECC1629706	07/01/2019	07/01/2020	\$2,000,000; \$10,000 Ded

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	<i>Craig Merten</i>



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**WESTERN  
STATES**  
RECLAMATION, INC.

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**WESTERN  
STATES**  
RECLAMATION, INC.

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**WESTERN  
STATES**  
RECLAMATION, INC.

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**WESTERN  
STATES**  
RECLAMATION, INC.

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# Summary of Work-Related Injuries and Illnesses

Year: 2019

U.S. Department of Labor  
Occupational Safety and Health Administration

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths (G):	Total number of cases with days away from work (H):	Total number of cases with job transfer or restriction (I):	Total number of other recordable cases (J):
0	1	0	1

## Number of Days

Total number of days away from work (K):

5

Total number of days of job transfer or restriction (L):

105

## Injury and Illness Types

Total number of... (M):

(1) Injuries	2	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

This form was developed by Pinnacol Assurance as a service to its policyholders. It is the responsibility of the employer to assure the accuracy of its OSHA recordkeeping in accordance with applicable law.

## Establishment Information

Western States Reclamation Inc  
Your establishment name

3756 Imperial Street  
Street

Frederick CO 80516  
City, State and Zip

Reclamation  
Industry description (e.g., Manufacture of motor truck trailers)

23891  
North American Industrial Classification (NAICS)

## Employment Information

133  
Annual average number of employees

308427  
Total hours worked by all employees last year

Sign here

*Jason Langlois*

Knowingly falsifying this document may result in a fine. I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Western States Reclamation INC  
Company executive

Jason Langlois  
Title SEM

Phone  
(303)-833-8833  
Date

01/07/2020



# Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176  
 Western States Reclamation

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Western States Reclamation City Frederick State CO

## Identify the person

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)
3919270	[Redacted]	Laborer	1/30/18	US 6/19th Ave	Caught finger in weed trimmer
3927878	[Redacted]	Laborer	4/17/18	Chaffield State Park	Hurt back swinging sledgehammer
3933676	[Redacted]	Laborer	5/31/18	Chaffield State Park	Caught a pair of handhelp loppers
3936630	[Redacted]	Laborer	6/26/18	Lafayette Promenade	Knife slipped cutting pipe, cut thigh
3941895	[Redacted]	Laborer	8/9/18	Conoco, Watkins	Foot ran over by skidsteer
3946372	[Redacted]	Laborer	9/7/18	Lemay Ave, Ft. Collins	Fell over, landed on wrist

## Classify the case

Check the "injury" column or choose one type of illness:

(G) Death	(H) Days away from work	(I) Remained at work		(K) Enter the number of days the injured or ill worker was:			(M) Check the "injury" column or choose one type of illness:													
		Job transfer or restriction	Other recordable cases	Away From Work (days)	On Job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses									
		X		0	0	0	X													
			X	0	0	138	X													
				0	0	0	X													
				0	0	0	X													
		X				35	X													
		X				46	X													

0	0	3	3	0	0	219	6	0	0	0	0	0	0	0	0
<b>Page totals</b>							<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.45, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.


Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	0 (I)	0 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
1 (K)	0 (L)

Injury and Illness Types	
Total number of... (M)	
(1) Injury	1 (4) Poisoning
(2) Skin Disorder	0 (5) Hearing Loss
(3) Respiratory Condition	0 (6) All Other Illnesses
	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name	<u>Western States Reclamation</u>
Street	<u>3756 Imperial St.</u>
City	<u>Frederick</u> State <u>CO</u> Zip <u>80516</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Reclamation</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>0 7 8 1</u>
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	<u>2 3 8 9 0 0</u>
Employment information	
Annual average number of employees	<u>109</u>
Total hours worked by all employees last year	<u>262581</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
	_____
Equipment Manager	Title
<u>7/6/18</u>	Date
_____	Phone
<u>303-335-8830</u>	

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2017

U.S. Department of Labor  
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work, activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name

Western States Reclamation

City Frederick

State

CO

### Classify the case

(A) Case No.	Identify the person		Describe the case		CHECK ONLY ONE box for each case based on the most serious outcome for that case:					Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Job transfer or restriction	Remained at work	Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses
		Operator	9/21	Bettens-Hock	Wasp Sting- Upper Arm		x				1	0	1	0	0	0	0	0
<b>Page totals</b>						0	1	0	0	0	1	0	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.





THINKING AHEAD

July 10, 2019

To Whom It May Concern,

Holmes Murphy & Associates is the insurance agent for Western States Reclamation, Inc. This letter is to confirm their NCCI Experience Modification Ratings (EMRs) for the past five policy years.

Effective Date	EMR
July 1, 2019	.65
July 1, 2018	.59
July 1, 2017	.60
July 1, 2016	.71
July 1, 2015	.72

Please contact me directly with any questions at (720) 622-8254.

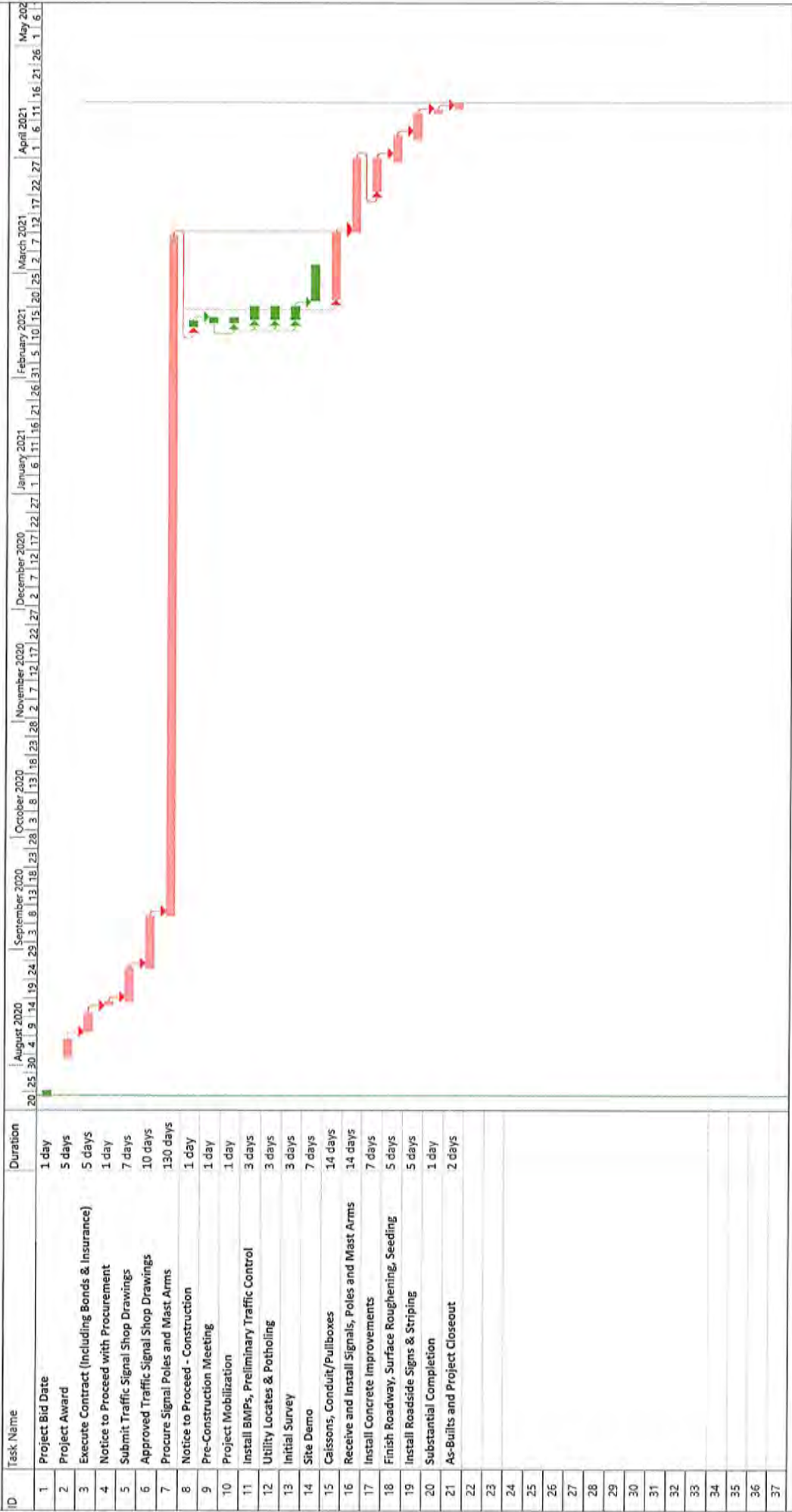
Sincerely,  
Holmes Murphy & Associates

A handwritten signature in blue ink, appearing to read 'Craig Claxton'.

Craig Claxton  
Sr. Claim Consultant

Project: Walden & 104th Traffic Signal  
 Reunion Metropolitan District  
 Date: Friday, July 24th, 2020

Western States Reclamation, Inc. Proposed Construction Schedule



# Reunion Metropolitan District

## Bid and Construction Support Services for the Traffic Signal at Walden Street/104<sup>th</sup> Avenue



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality



July 27, 2020

**Reunion Metropolitan District**

c/o CliftonLarsonAllen  
6390 E Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**RE: Bid and Construction Support Services for the Traffic Signal at Walden Street & 104th Avenue**

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank the Board for this opportunity to assist the Reunion Metropolitan District with the Construction Support services associated with the *Traffic Signal at Walden Street & 104<sup>th</sup> Avenue*. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mrs. Michele Tom will provide construction support, observation, and inspection services during construction of the District infrastructure. Mrs. Tom has 10 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion, Colliers Hills, and Southshore. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

## WORK PLAN

### Project Understanding

Reunion Metropolitan District will construct a traffic signal at Walden Street & 104<sup>th</sup> Avenue based on warrants.

The anticipated scope of services will include bidding, construction administration, observation, inspection, testing, and staking. It is anticipated that the proposed construction and close-out will take approximately 9-12 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Reunion Metropolitan District during the construction of the traffic signal at Walden Street and 104<sup>th</sup> Avenue.

### Scope of Services

**Bidding Services:** **JR Engineering** will prepare the bid package for constructing Traffic Signal. **JR Engineering** will perform the following tasks during the bid phase:

- Prepare Bid Documents to include the following documents:
  - Prepare Instructions to Bidders;
  - Prepare bid schedule
  - Prepare Contract documents to include the contract, general conditions, special conditions, and technical specifications; and
- During the Bidding Process **JR** will provide the following services:
  - **JR** will coordinate and upload all bidding documents on JR's FTP site;
  - **JR** will answer bidder questions, provide clarifications to plans and specifications, and prepare addendum(s) if necessary;
  - **JR** will review the received bids and prepare a computerized bid tab of all bids received;
  - **JR** will conduct a reference check on the bidders;
  - **JR** will prepare a recommendation letter to the Reunion Metropolitan District for Award of the project;
  - **JR** will present the recommendation to the Reunion Board of Directors;
  - Once the board has approved award of a contract, JR will send out letters to all bidders;
  - **JR** will coordinate with the awarded contractor(s) and District to obtain all signed contract documents, insurance, and bonds.

**Construction Assistance, Administration, Observation, Inspection, and Close-Out Services:** **JR Engineering** will assist the Reunion Metropolitan District during the construction of the traffic signal at Walden Street & 104<sup>th</sup> Avenue located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 9-12 months to complete. Specific services to be performed by **JR** are as follows:

**Attend Pre-Construction Meetings:** **JR** personnel will lead a pre-construction meeting with Oakwood Homes personnel, the City of Commerce City, Contractors, surveyor, and the geotechnical engineer for this project. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;





- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and
- Any other special construction conditions will be clarified.

**Construction Progress Meetings:** JR personnel will attend weekly progress meetings conducted by Oakwood Homes with the Contractor, City, District, geotechnical engineer, and the surveyor.

**Pay Request Review:** JR personnel will review and process pay requests submitted by the contractor. JR will forward the application for payment along with a recommendation for approval to the District. JR's review shall be for the purpose of providing a general review of the payment request. JR will also review and verify quantities of work performed during the pay request period.



**Change Order Request Review:** JR will provide documentation and administer and process change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Shop Drawing Review/Respond to RFI's:** JR personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. JR will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.

**Construction Observation and Inspection:** JR personnel will visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.

**Construction Design and Field Change Notices:** JR shall serve as liaison between the Contractor and the design Engineers in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, Water & Sanitary District, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, Water and Sanitary District, and the City to ensure that the work is not in conflict.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will complete a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.





Upon completion or correction of the items of work on the punchlist, **JR** will conduct a final review to determine if the work is completed. **JR** will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** **JR** will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. **JR** will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor from the City for any future liabilities with the constructed improvements.

**Project Closeout, Record Drawings, and Cost Certifications:** Upon satisfactory completion of all punch list items, **JR** will submit to the District and City all as-built records. **JR** will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

Below is our anticipated scope of services for providing Materials Testing and Construction Staking Services.

**Material Testing Services:** **JR Engineering** will solicit a bid from AG Wassenaar during the construction bidding process to provide Material Testing Services during construction. Based on previous history the testing services typically range from **0.5%- 2.5%** of construction costs depending on the total amount of construction and production. Within the cost of services summary we have included a budget for **1.0%** for providing testing services.

**Construction Staking Services:** **JR Engineering** will provide construction staking services for the traffic signal at Walden Street and 104<sup>th</sup> Avenue. Below we have included the anticipated scope of services we would provide for the Project.

**Horizontal and Vertical Control:** Set horizontal and vertical control points. Points will be set at strategic locations throughout the project site. The area around the control points should remain as undisturbed as possible.

**Pole Caissons:** Provide stakes for each traffic pole caisson.

**Sidewalk:** Provide offset stakes set with line and grade to the back of walk in areas of new ramps as necessary.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.

**As-Built Survey:** Provide as-built survey information to the Design Engineer to complete Record Drawings.





## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$544,064**. The following is our proposed not to exceed fee percentages for Construction Support, Construction Materials Testing and Construction Staking for the Infrastructure to service the Traffic Signal at Walden Street and 104<sup>th</sup> Avenue.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding Services</u></b>	2.00%
<b><u>Task 200 – Construction Support</u></b>	4.00%
<b><u>Task 300 – Construction Staking</u></b>	1.25%
<b><u>Task 400 – Construction Testing</u></b>	1.0%
<b><u>Total</u></b>	<b>8.25%</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Support Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials that will be owned and maintained by the Reunion Metropolitan District.
2. **JR** has estimated that the construction of the proposed improvements will take approximately twelve (12) months to construct. If additional time is necessary beyond the 12 months this will be considered an additional service and discussed with the District.



July 22, 2020

REUNION METRO DISTRICT  
8390 E CRESCENT PKWY STE 300  
GREENWOOD VLG, CO 80111

Re: WO# 202006038 - VILLAGE 1 STEAD SCH LIGHT RELOCATE

Attn: Aaron Clutter,

United Power (United) has completed the design and cost estimate to provide electric service for VILLAGE 1 STEAD SCH LIGHT RELOCATE, located at TBD WALDEN ST. (See attached design.)

The estimated cost to provide and install the electric service is **\$10,316.34**. That cost includes the labor, material, administrative and general expense required to install the electric service as designed. The estimate is valid for ninety (90) days, per Tariff E-004, on file with the Colorado Public Utilities Commission or available upon request.

In accordance with United's Tariff E-007, on file with the Colorado Public Utilities Commission or available upon request, United will analyze the final cost and compare it to the estimate when the work order is closed. If the actual cost is less than originally estimated, United shall refund the difference to the Applicant. If the actual cost to United proves to have been greater than the construction deposit, Applicant shall pay the difference to United within thirty (30) days following written notice of such excess amount.

Please complete the enclosed private utilities form (excluding subdivision developments and overhead projects), indicating any private utilities in the project area. You may return the signed and completed form and your payment in the envelope provided. Payment in full is required prior to construction. **Subdivision developers must return the signed final design for the underground distribution and the streetlight design, if applicable.**

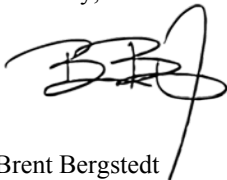
**Payment of the invoice implies agreement with the terms stated below:**

- Applicant grants to United the right to enter the location listed above to construct, operate and maintain the electric distribution facilities, together with full right of ingress and egress.
- Applicant shall perform all right-of-way clearing required for the construction of the facilities described above with United's specifications.
- United shall perform all trenching and backfilling, including any rock removal and backhoe work, in accordance with United's specifications, except street crossing.
- The Applicant shall establish and stake all easements of rights-of-way on land owned by the Applicant for installation of United's facilities. The Applicant shall assume all responsibility for proper location thereof and shall reimburse United for any expense due to subsequent changes and for any damage claims against United, including full reimbursement for damages established and expenses incurred in regard thereto, plus reasonable attorney's fees and court costs.
- United shall install the facilities described herein in accordance with good engineering practice after the Applicant has established said right-of-way, cut easements to final grade, and prior to the paving of any streets and the construction of any curbs and gutters. The Applicant shall reimburse United for any expense due to subsequent changes by the Applicant.

- The Applicant shall be responsible for coordinating all construction activities within the project, including, but not limited to, the installation of telephone, gas, and cable TV. The installation crew must be on site the day United digs the trench. United will not leave the trench open overnight and will close it at the end of each working day. The Applicant shall reimburse United for any expenses incurred by United to repair damages to its facilities caused by the Applicant or other parties during the construction period
- Applicant will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber, and gas) prior to the construction of any facilities by United. Any damages to unmarked underground utilities by United or United's contractors will be at the Applicant's expense and responsibility to repair.
- Applicant shall be responsible for all service laterals in residential subdivision and underground commercial/industrial services. See approved service lateral contractor list on our web site at [www.unitedpower.com](http://www.unitedpower.com) <<http://www.unitedpower.com>> under the New Construction tab and click on the hyperlink for Metering/Laterals/Inspections, or call the construction hotline at 303-637-1323.
- Electric service will be provided to Applicant at United's applicable rates and upon the terms and conditions now in effect or at the rates and upon such terms and conditions as may hereafter be lawfully adopted by United for such service.
- United reserves the right to revise said estimate and to require an increase in the non-refundable construction deposit from the Applicant to cover unexpected costs to install its facilities. Such costs will be described on a **change order** and billed per incident according to the time, equipment, and materials used. If the Applicant requires construction of the facilities when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the applicant shall advance the estimated additional cost to United, as a contribution in aid of construction, prior to the construction of the facilities.
- United will be responsible for locating all public utilities through Colorado 811.
- Applicant may terminate this project at any time prior to or during the actual construction of electric facilities. In such an event, a portion or all of the consideration paid by the Applicant in advance to United hereunder shall be used to reimburse and pay United for all expenses or liabilities which may theretofore have been incurred by United for engineering, for materials, and equipment purchased or ordered, prior to the date of termination; with the balance of the construction deposit, if any, to be refunded to the Applicant.

Thank you for the opportunity to provide this service. If you have questions, please call me at 720-280-8946.

Sincerely,



Brent Bergstedt  
Project Coordinator

BB:ggj

Enclosures

REUNION METRO DISTRICT  
 July 22, 2020  
 Page 3 of 3

**ESTIMATE**



**Work Order:** 202006038  
**Service Order:** 2020023384  
**Project Name:** VILLAGE 1 STEAD SCH LIGHT RELOCATE

AARON CLUTTER  
 REUNION METRO DISTRICT  
 8390 E CRESCENT PKWY STE 300  
 GREENWOOD VLG, CO 80111

Estimated Construction Costs:	\$ 6,316.34
Site Restoration:	\$ 500.00
Right of Way:	\$ 250.00
Permitting:	\$ 250.00
Traffic Control:	\$ 3,600.00
PT Metering:	\$ 150.00
Application/Design:	\$ (750.00)
<b>NET CONSTRUCTION DEPOSIT INVOICE:</b>	<b>\$ 10,316.34</b>

The estimate is valid for ninety (90) days, per Tariff E-004, on file with the Colorado Public Utilities Commission or available upon request.

**UNITED POWER WILL NOT ACCEPT ANY CHECK WITH LIEN WAIVER LANGUAGE**

**PLEASE WRITE WORK ORDER NUMBER ON PAYMENT AND REMIT TO:**

**UNITED POWER  
 500 COOPERATIVE WAY  
 BRIGHTON, CO 80603**

## PRIVATE FACILITIES LOCATE FORM

P.O. Box 929, 500 Cooperative Way, Brighton, CO 80601  
 (303) 659-0551 / 1-800-468-8809 / Fax (303) 637-1338  
<http://www.unitedpower.com>

CUSTOMER NAME: REUNION METRO DISTRICT

WORK ORDER: 202006038

PHONE/CELL NUMBER: 303-267-6220

OTHER CONTACT INFO: AARON CLUTTER

<b>PRIVATE FACILITIES:</b>	<b>YES</b>	<b>NO</b>	<b>MARKED</b>	<b>SKETCHED</b>
TRAFFIC SIGNAL WIRE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WATER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SEWER/SEPTIC/LEACH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IRRIGATION/BURIED PIPE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROPANE/GAS/OIL/PETROLEUM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPRINKLER/CONTROL WIRE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIVATE COMMUNICATION LINES <i>(Phone/Alarm, etc.)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FIBER OPTIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIVATE ELECTRIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description \_\_\_\_\_

This form is to inform United Power of any utilities installed by 'private parties' that Colorado 811 (UNCC) will not notify for locates either as a tier 1 or tier 2. **United Power will NOT be responsible for any damage to private facilities which are not clearly marked in the field or with a sketch of location, including footages and depth, prior to the start of construction.**

**A SIGNED FORM RETURNED WITH NO CHECKMARKS OR SKETCH, IS CONSIDERED NOTICE THAT THE SITE IS ALL CLEAR.**

I acknowledge receipt of this document and notification:

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

UNITED POWER REPRESENTATIVE \_\_\_\_\_

**UNITED POWER WILL PROVIDE NOTIFICATION OF THE SCHEDULED LOCATE DATE AT THE CONTACT NUMBER PROVIDED. IF THERE IS NO ANSWER AT THE NUMBER PROVIDED, A MESSAGE WILL BE LEFT. THE LAND/PRIVATE FACILITY OWNER IS RESPONSIBLE TO MARK THE LOCATION OF ALL FACILITIES AND PROVIDE A SKETCH TO UNITED POWER BY THE LOCATE DATE. CONSTRUCTION WILL NOT BEGIN UNTIL A SIGNED FORM IS RECEIVED.**

CUSTOMER NOTIFIED \_\_\_\_\_ DATE \_\_\_\_\_ MESSAGE OR CONTACT \_\_\_\_\_ LOCATE DATE \_\_\_\_\_





Proj Coord: **Brent Bergstedt**  
 PC Cell: **720-280-8946**  
 Designed By: **Kevin Ellerby**  
 Designer Cell: **720-252-3748**  
 Design Comp Date: **7/10/2020**

Revised By: **Brent Bergstedt**  
 Date: **7/22/2020**  
 ROW Agent: **Tommy Farrell**

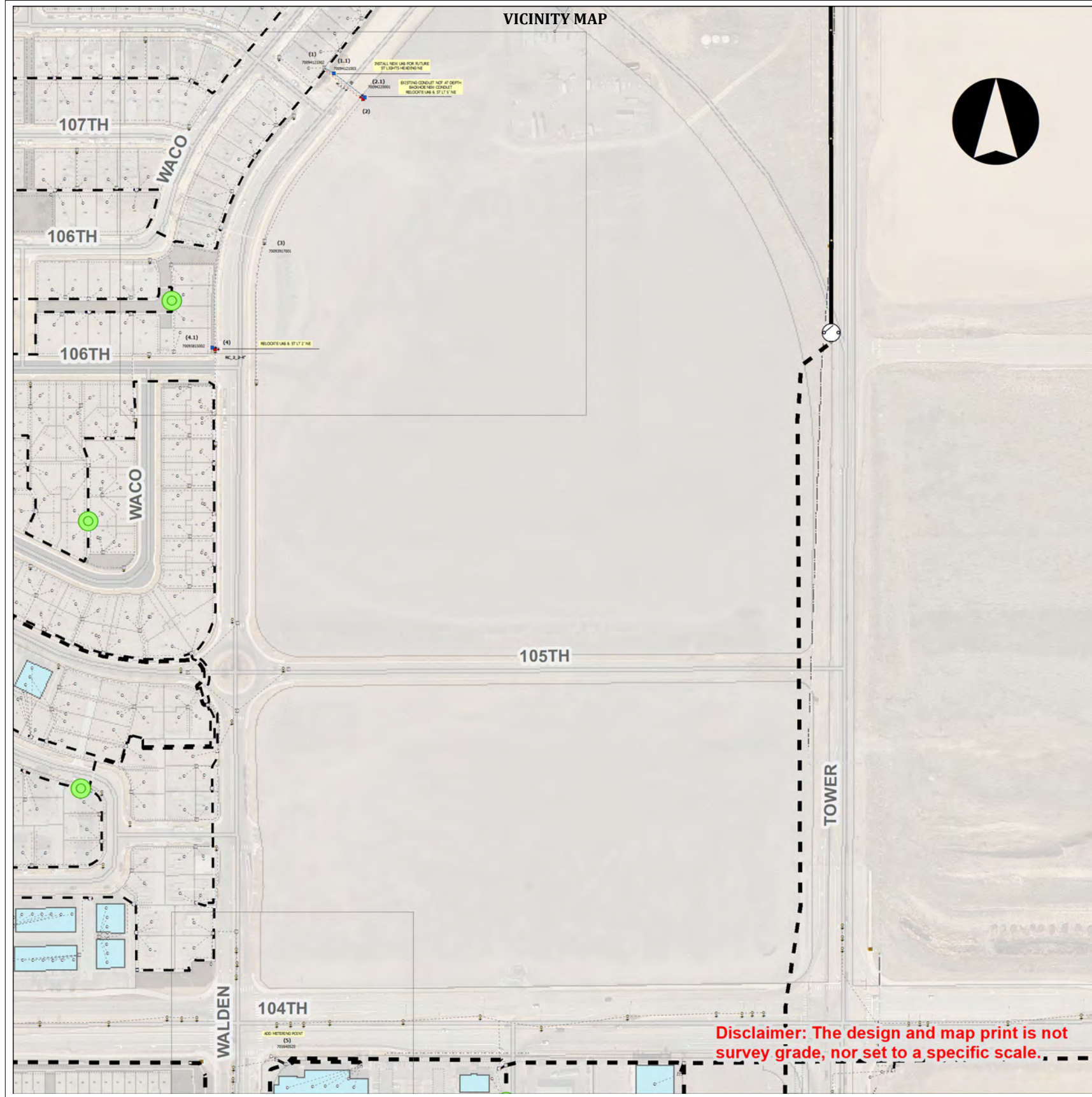
Const. Coord: **Shane Powell**  
 CC Cell: **9708198987**

Sub/Circuit/Phase: **55-7 C**  
 Right of Way (All):   
 Spec. Equipment:   
 Primary/CT Metering:   
 Locates Req'd:

Work Order: **202006038** 434  
 Service Order: **2020023384**  
 Project Name: **VILLAGE 1 STEAD SCH LIGHT RELOCATE**  
 Description: **RELOCATE 2 STLTS & MTR FOR TURNSIGNAL**

Equipment Loc: **70093815002**  
 Service Loc: **7009**  
 Contact Ph: **303-288-5431**

Svc Address: **TBD WALDEN ST**  
 City: **COMMERCE CITY**  
 County:  
 Sec/Twn/Rng: **9 2S 66W**



**Conductor Summary**

Conductor Size	Status	Placement	Type	# Wires	Span (Ft)	Total
UP 4 TXUSE C	New	UG	SECONDARY	2	110	130
UP 4 TXUSE C	Retired	UG	SECONDARY	1	110	115

**Bore/Trench Summary**

Bore/Trench Summary	

**COMMENTS**

DEVELOPER\_INSTALLED\_ROAD\_CROSSINGS\_RC\_1\_1-4" \_RC\_2\_2-4"

Inspection By: \_\_\_\_\_ Date: \_\_\_\_\_ Construction By: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed/Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



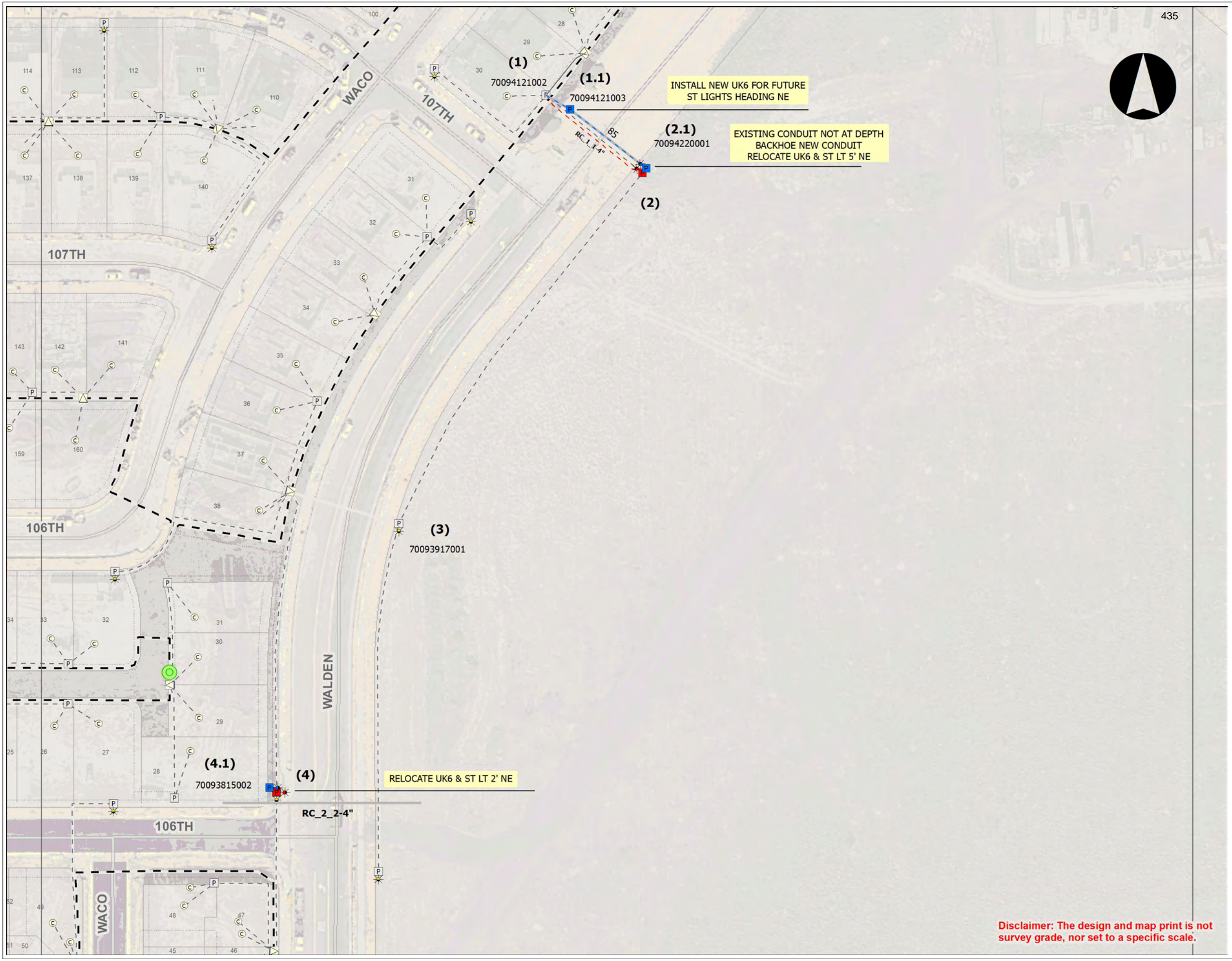


Work Order:	<b>202006038</b>
Service Order:	<b>2020023384</b>
Project Name:	<b>VILLAGE 1 STEAD SCH LIGHT RELOCA</b>
Description:	<b>RELOCATE 2 STLTS &amp; MTR FOR TURN</b>
Service Loc:	<b>7009</b>
Customer:	<b>REUNION METRO DISTRICT</b>
Svc Address:	<b>TBD WALDEN ST</b>
City:	<b>COMMERCE CITY</b>
County:	

Proj Coordinator:	<b>Brent Bergstedt</b>
PC Cell:	<b>720-280-8946</b>
Designer:	<b>Kevin Ellerby</b>
Designer Cell:	<b>720-252-3748</b>
Design Comp Date:	<b>07/10/2020</b>

Legend	
<b>STRUCTURES</b>	<b>DEVICES</b>
● Poles	⊗ Switches
J Junction Cab	⊕ Fuses
P Pedestal	⊖ Regulators
S Switch Cab	⊕ Capacitors
V Vault	⊖ Sectionalizers
⊖ Pull Box	⊖ Step Trans
<b>LOCATIONS</b>	⊖ Oil Reclosers
I Fiber	⊖ Elec. Reclosers
⊕ UG	⊖ Sub. Reclosers
⊖ Consumer	<b>MISCELLANEOUS</b>
<b>TRANSFORMERS</b>	● Open Points
△ OH 1PH	⊙ Lights
△△ OH 2PH	⊖ Anchors
△△△ OH 3PH	<b>CONDUCTOR</b>
△ UG 1PH	— OH Prim
△ UG 3PH	- - UG Prim
<b>METER PEDESTALS</b>	— OH Sec
M Single	- - UG Sec
M Multi	

Reviewed/Approved By:	
Date:	



**Disclaimer: The design and map print is not survey grade, nor set to a specific scale.**



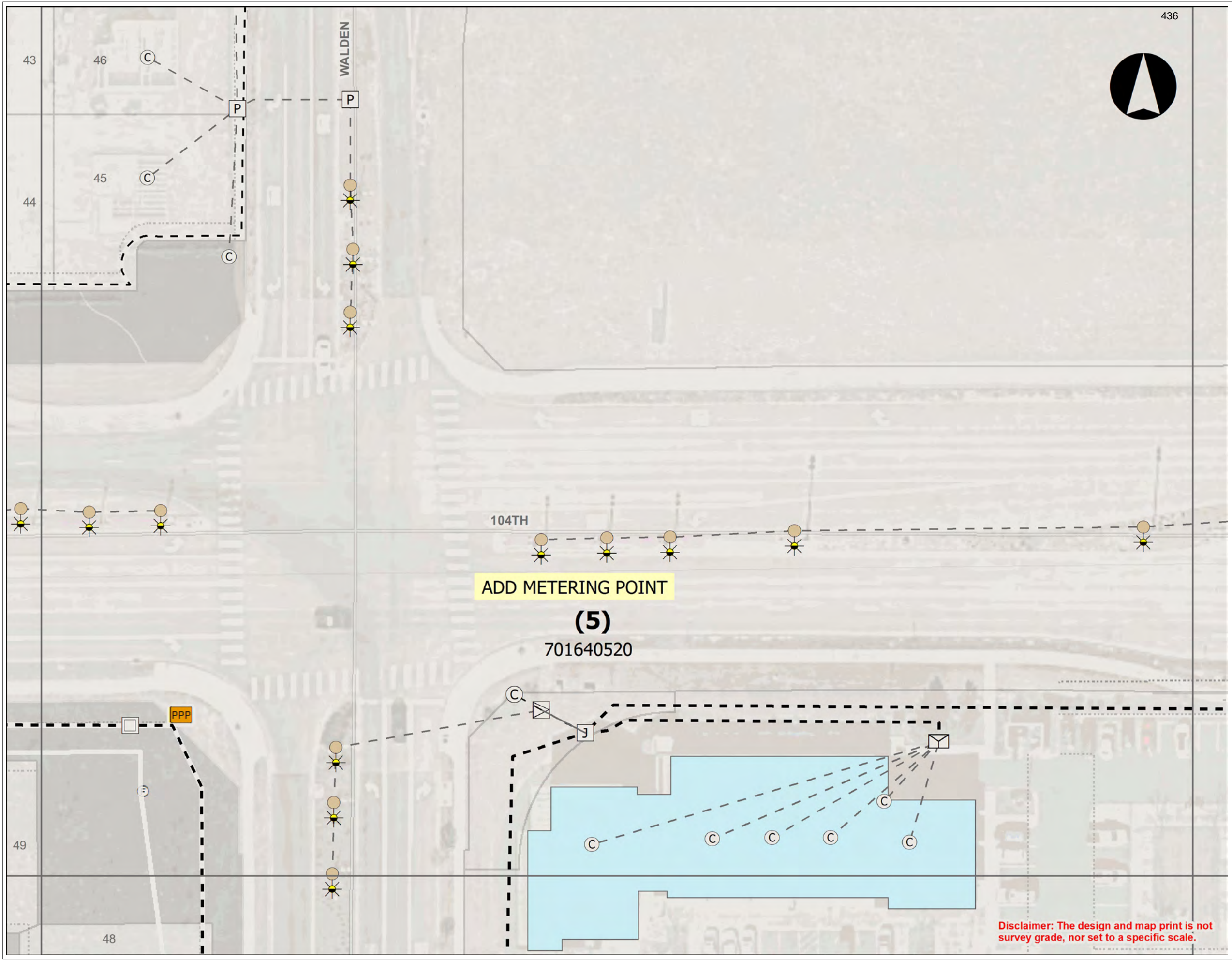


Work Order:	<b>202006038</b>
Service Order:	<b>2020023384</b>
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Service Loc:	<b>7009</b>
Customer:	<b>REUNION METRO DISTRICT</b>
Svc Address:	<b>TBD WALDEN ST</b>
City:	<b>COMMERCE CITY</b>
County:	

Proj Coordinator:	<b>Brent Bergstedt</b>
PC Cell:	<b>720-280-8946</b>
Designer:	<b>Kevin Ellerby</b>
Designer Cell:	<b>720-252-3748</b>
Design Comp Date:	<b>07/10/2020</b>

Legend	
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△△△ OH 3PH	— OH Prim
⊗ UG 1PH	- - UG Prim
⊗ UG 3PH	— OH Sec
<b>METER PEDESTALS</b>	- - UG Sec
M Single	
M Multi	

Reviewed/Approved By:	
Date:	



Disclaimer: The design and map print is not survey grade, nor set to a specific scale.

**INDEPENDENT CONTRACTOR AGREEMENT**  
(BID AND CONSTRUCTION SUPPORT SERVICES FOR THE TRAFFIC SIGNAL AT  
WALDEN STREET/104<sup>TH</sup> AVENUE)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of August, 2020, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience



and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

#### 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.



## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Mark Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
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Contractor:	JR Engineering, LLC 7200 S. Alton Way, Suite C-400 Centennial, CO 80112 Attention: Aaron Clutter Phone: (303) 267-6220
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Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Bid and Construction  
Support Services with JR Engineering, dated August 4, 2020*

**CONTRACTOR:**  
JR ENGINEERING, LLC, a Colorado limited  
liability company

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---

Printed Name

---

Title

STATE OF COLORADO                            )  
  )  ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as the \_\_\_\_\_ of JR Engineering, LLC.

Witness my hand and official seal.

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

---

Notary Public

***Contractor’s Signature Page to Independent Contractor Agreement for Bid and Construction Support Services with Reunion Metropolitan District, dated August 4, 2020***

**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Reunion Metropolitan District

## Bid and Construction Support Services for the Traffic Signal at Walden Street/104<sup>th</sup> Avenue



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**JR ENGINEERING**

Service | Expertise | Quality



July 27, 2020

**Reunion Metropolitan District**

c/o CliftonLarsonAllen  
6390 E Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**RE: Bid and Construction Support Services for the Traffic Signal at Walden Street & 104th Avenue**

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank the Board for this opportunity to assist the Reunion Metropolitan District with the Construction Support services associated with the *Traffic Signal at Walden Street & 104<sup>th</sup> Avenue*. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mrs. Michele Tom will provide construction support, observation, and inspection services during construction of the District infrastructure. Mrs. Tom has 10 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion, Colliers Hills, and Southshore. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President

## WORK PLAN

### Project Understanding

Reunion Metropolitan District will construct a traffic signal at Walden Street & 104<sup>th</sup> Avenue based on warrants.

The anticipated scope of services will include bidding, construction administration, observation, inspection, testing, and staking. It is anticipated that the proposed construction and close-out will take approximately 9-12 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Reunion Metropolitan District during the construction of the traffic signal at Walden Street and 104<sup>th</sup> Avenue.

### Scope of Services

**Bidding Services:** **JR Engineering** will prepare the bid package for constructing Traffic Signal. **JR Engineering** will perform the following tasks during the bid phase:

- Prepare Bid Documents to include the following documents:
  - Prepare Instructions to Bidders;
  - Prepare bid schedule
  - Prepare Contract documents to include the contract, general conditions, special conditions, and technical specifications; and
- During the Bidding Process **JR** will provide the following services:
  - **JR** will coordinate and upload all bidding documents on JR's FTP site;
  - **JR** will answer bidder questions, provide clarifications to plans and specifications, and prepare addendum(s) if necessary;
  - **JR** will review the received bids and prepare a computerized bid tab of all bids received;
  - **JR** will conduct a reference check on the bidders;
  - **JR** will prepare a recommendation letter to the Reunion Metropolitan District for Award of the project;
  - **JR** will present the recommendation to the Reunion Board of Directors;
  - Once the board has approved award of a contract, JR will send out letters to all bidders;
  - **JR** will coordinate with the awarded contractor(s) and District to obtain all signed contract documents, insurance, and bonds.

**Construction Assistance, Administration, Observation, Inspection, and Close-Out Services:** **JR Engineering** will assist the Reunion Metropolitan District during the construction of the traffic signal at Walden Street & 104<sup>th</sup> Avenue located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 9-12 months to complete. Specific services to be performed by **JR** are as follows:

**Attend Pre-Construction Meetings:** **JR** personnel will lead a pre-construction meeting with Oakwood Homes personnel, the City of Commerce City, Contractors, surveyor, and the geotechnical engineer for this project. The pre-construction meeting shall include discussion of the following:

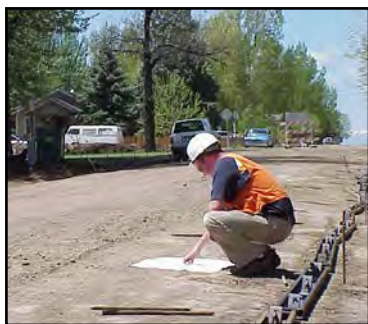
- Clarification of any items in the plans or specifications;



- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and
- Any other special construction conditions will be clarified.

**Construction Progress Meetings:** JR personnel will attend weekly progress meetings conducted by Oakwood Homes with the Contractor, City, District, geotechnical engineer, and the surveyor.

**Pay Request Review:** JR personnel will review and process pay requests submitted by the contractor. JR will forward the application for payment along with a recommendation for approval to the District. JR's review shall be for the purpose of providing a general review of the payment request. JR will also review and verify quantities of work performed during the pay request period.



**Change Order Request Review:** JR will provide documentation and administer and process change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Shop Drawing Review/Respond to RFI's:** JR personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. JR will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.

**Construction Observation and Inspection:** JR personnel will visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.

**Construction Design and Field Change Notices:** JR shall serve as liaison between the Contractor and the design Engineers in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Coordination with Dry Utility Companies, Water & Sanitary District, City, and Contractors:** JR personnel will coordinate with Dry Utility Companies, Contractors, Water and Sanitary District, and the City to ensure that the work is not in conflict.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will complete a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.







Upon completion or correction of the items of work on the punchlist, **JR** will conduct a final review to determine if the work is completed. **JR** will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

**Warranty Inspections:** **JR** will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. **JR** will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor from the City for any future liabilities with the constructed improvements.

**Project Closeout, Record Drawings, and Cost Certifications:** Upon satisfactory completion of all punch list items, **JR** will submit to the District and City all as-built records. **JR** will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

Below is our anticipated scope of services for providing Materials Testing and Construction Staking Services.

**Material Testing Services:** **JR Engineering** will solicit a bid from AG Wassenaar during the construction bidding process to provide Material Testing Services during construction. Based on previous history the testing services typically range from **0.5%- 2.5%** of construction costs depending on the total amount of construction and production. Within the cost of services summary we have included a budget for **1.0%** for providing testing services.

**Construction Staking Services:** **JR Engineering** will provide construction staking services for the traffic signal at Walden Street and 104<sup>th</sup> Avenue. Below we have included the anticipated scope of services we would provide for the Project.

**Horizontal and Vertical Control:** Set horizontal and vertical control points. Points will be set at strategic locations throughout the project site. The area around the control points should remain as undisturbed as possible.

**Pole Caissons:** Provide stakes for each traffic pole caisson.

**Sidewalk:** Provide offset stakes set with line and grade to the back of walk in areas of new ramps as necessary.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.

**As-Built Survey:** Provide as-built survey information to the Design Engineer to complete Record Drawings.



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$544,064**. The following is our proposed not to exceed fee percentages for Construction Support, Construction Materials Testing and Construction Staking for the Infrastructure to service the Traffic Signal at Walden Street and 104<sup>th</sup> Avenue.

### JR ENGINEERING SERVICES COST:

<b><u>Task 100 – Bidding Services</u></b>	2.00%
<b><u>Task 200 – Construction Support</u></b>	4.00%
<b><u>Task 300 – Construction Staking</u></b>	1.25%
<b><u>Task 400 – Construction Testing</u></b>	1.0%
<b><u>Total</u></b>	<b>8.25%</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Support Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials that will be owned and maintained by the Reunion Metropolitan District.
2. **JR** has estimated that the construction of the proposed improvements will take approximately twelve (12) months to construct. If additional time is necessary beyond the 12 months this will be considered an additional service and discussed with the District.



**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE

**INDEPENDENT CONTRACTOR AGREEMENT**  
(DESIGN SERVICES FOR CHAMBERS ROAD FROM 106<sup>TH</sup> TO 112<sup>TH</sup> AVENUE)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of August, 2020, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including



**Exhibit A)** or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

## 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth



in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Mark Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
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Contractor:	JR Engineering, LLC 7200 S. Alton Way, Suite C-400 Centennial, CO 80112 Attention: Aaron Clutter Phone: (303) 267-6220
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Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Design Services for  
Chambers Road from 106<sup>th</sup> to 112<sup>th</sup> Avenue with JR Engineering, dated August 4, 2020*

**CONTRACTOR:**  
JR ENGINEERING, LLC, a Colorado limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as the \_\_\_\_\_ of JR Engineering, LLC.

Witness my hand and official seal.

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

\_\_\_\_\_  
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Design Services for Chambers Road from 106<sup>th</sup> to 112<sup>th</sup> Avenue with Reunion Metropolitan District, dated August 4, 2020*

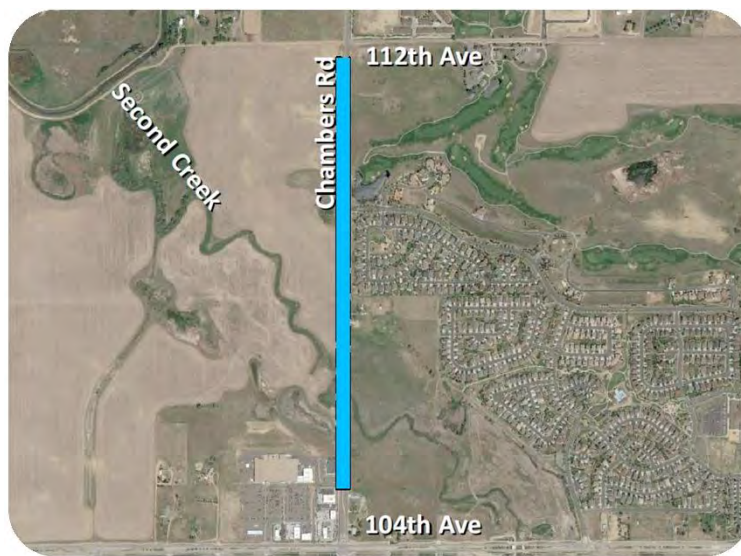


**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Final Engineering Design Services for Chambers Road

(From 106<sup>th</sup> to 112<sup>th</sup> Avenue)  
Reunion Metropolitan District



- Civil Engineering & Planning
- Construction Services
- Landscape Architecture
- Surveying
- Transportation
- Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality

July 27, 2020



Mr. Brett Price  
Reunion Metropolitan District  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Final Engineering Design for Chambers Road from 106<sup>th</sup> Avenue to 112<sup>th</sup> Avenue

Dear Mr. Price:

JR Engineering, LLC (JR) appreciates the opportunity to submit this proposal to provide Final Engineering Design services associated with the construction of Chambers Road located in Commerce City, Colorado. The project limits are from just south of 106<sup>th</sup> Avenue to just south of 112<sup>th</sup> Avenue and includes a new bridge over 2<sup>nd</sup> Creek and a golf cart crossing adjacent to the Buffalo Run Golf Course.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client-oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)

## JR Understanding

JR Engineering appreciates the opportunity to submit the following proposal for engineering services associated with Chambers Road located in Commerce City, Colorado. With the increases in traffic and development along Chambers Road, 104<sup>th</sup> Avenue, and 112<sup>th</sup> Avenue over the last few years, *Commerce City* and the *Reunion Metropolitan District* have identified the need to improve Chambers Road to a minor arterial roadway section between 104<sup>th</sup> Avenue and 112<sup>th</sup> Avenue. Additionally, a need has been identified for a new bridge structure at the 2<sup>nd</sup> Creek crossing and a new golf cart underpass adjacent to the Buffalo Run Golf Course.

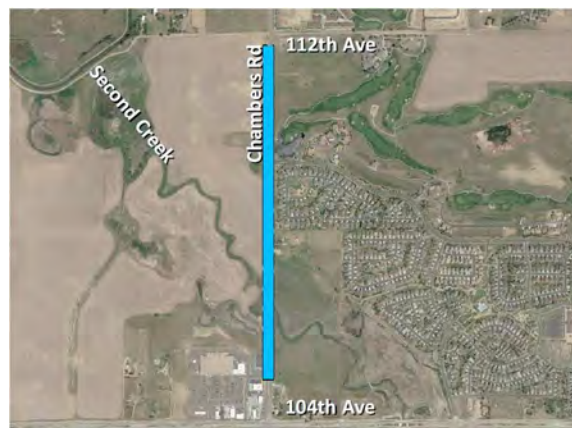
Based on discussions between the *City* and the *Metro District*, it has been agreed that a joint project effort to construct the ultimate improvements would be in the best interest of the *City* and *Metro District* to minimize disruption to the traveling public, minimize costs, and address safety concerns due to multiple phases of construction that could occur if one of the stakeholders chose to construct portions or half of the ultimate roadway improvements separately.

The southern portion of the project has recently seen construction upgrades due to adjacent development. The northern portion of the project is currently being modified by constructing the Chambers and 112<sup>th</sup> intersection. Village 7A on the east side and Village 8 on the west are currently in the planning stages, and will require improvements along Chambers Road. This proposal only includes Chambers Road between 106<sup>th</sup> Avenue and 112<sup>th</sup> Avenue, which is summarized as follows:

- Chambers Road – Connect into the improvements constructed at the Chambers and 112<sup>th</sup> intersection with Phase 1 of 112<sup>th</sup> Avenue and continue the roadway improvements along Chambers Road through the intersection of 106<sup>th</sup> Avenue (future access for Village 8).
- 2<sup>nd</sup> Creek Bridge – Design a new bridge structure to accommodate the 2<sup>nd</sup> Creek modifications being made as part of a separate project. The structure will also accommodate for a regional trail adjacent to the creek.
- Buffalo Run Golf Course Golf Cart Crossing – A proposed golf cart crossing will utilize an underpass culvert to connect golf carts and maintenance equipment between the Buffalo Run Golf Course and the proposed First Tee golf program proposed within the Village 8 site on the west side of Chambers Road.

The Chambers Road project limits are shown graphically in Figure 1 below.

Figure 1: Chambers Road Project Limits



The schedule for these improvements is dependent on the status and contributions of adjacent developments along either side of Chambers Road as well as the timing and availability of funding.

The scope of services, shown on the next several pages, is based upon *Commerce City* and *South Adams County Water and Sanitation District (SACWSD)* requirements for preparing roadway construction plans, our strong understanding of the roadway corridor, and previous work efforts performed for *Oakwood Homes* and the *Reunion Metropolitan District*.

## JR Approach

### Task 100: Project Management

JR Engineering's project approach follows our time-tested approach. It begins with strong communication between the *Reunion Metro District* and JR Engineering. The main point of contact for the *Metro District* is our Project Manager, Mr. Aaron Clutter, and our Project Leads are available as needed. Communications throughout the project include progress meetings, review meetings, and stakeholder meetings. At these meetings, JR prepares an agenda, previous meeting minutes, and our *Design Action Log*. The *Design Action Log* is an important tool we use as means to track design and discussion items which need further research or discussion throughout the project in order to ensure that all issues are addressed by the conclusion of the project. This log helps keep everyone accountable to provide timely responses to design issues.

JR will work with the *Metro District* and *Commerce City* to identify all project stakeholders and conduct a meeting to gather early project feedback and identify concerns.

JR will identify the appropriate contacts within each agency and coordinate with them through each step of the project. As appropriate, meetings with these agencies will be arranged to acquire review comments and input as needed.

JR understands a Memorandum of Understanding or Intergovernmental Agreement (IGA) will be required to work out the funding, maintenance, and other critical issues and responsibilities between the various parties and stakeholders along the corridor. We will utilize our experience and knowledge of this process from recent similar projects as a guide.

#### Deliverables:

- ✓ Design Action Log
- ✓ Progress Meeting Minutes
- ✓ Prepare Memorandum of Understanding & IGA Exhibits

### Task 200: Data Collection

JR will conduct on-site investigations to document the physical features of the corridor.

JR's Team has previously obtained portions of topographic, planimetric, and property surveys of this area. We will identify additional needs and obtain updated survey and utility locates along the corridor. For all new and supplemental information needed for a detailed design, our experienced survey team will gather the additional information in a timely manner and update all base map information promptly. Parcel information and ownership information will be pulled to provide the design team with all title work within the project limits.

JR will identify the existing utilities by identifying all utility contacts, collecting as-built maps, field-locating utilities both horizontally and vertically, and developing an existing utility base map. We will then review the existing utility database and contact all utility owners affected by the project to begin the coordination of utility relocations, as required. Utility investigation will meet the Federal and State SUE requirements for Quality Level B (teamed with SurvWest).

JR will collect all required storm drainage information for the area and coordinate with adjacent developers and property owners to determine the drainage plans for the entire area. We will also collect and review all conceptual designs by other firms and agencies along this corridor for incorporation into the overall ultimate design.

JR's Team (AG Wassenaar) will initiate the geotechnical investigation of the project area including test bores, sampling, analysis, pavement and foundation recommendations, pond infiltration rates, and report preparation.

Core Consultants will conduct environmental reviews and investigate the site conditions to ensure the project complies with all local and Federal requirements, as applicable. Their scope includes:

- ❖ Wetland Delineation and Mapping
- ❖ Threatened and Endangered Species Habitat Assessment
- ❖ Cultural Resources Review and Survey
- ❖ Section 404 Permits
- ❖ Agency Consultation and Meetings

### Task 300: Concept Design and Alternative Analysis

JR will prepare roadway and bridge design concepts, which include conceptual alignments, right-of-way, easements, utility relocations, cost estimates, and identify the pros and cons of each.

JR will review the preliminary storm drainage analysis of this area and develop a plan to address the project needs.

JR will begin utility identification, analysis, and conflict resolution.

JR will prepare right-of-way and ownership mapping for the project. Necessary land acquisitions will be identified in the plans.

JR will submit a Design Recommendation Memorandum to the *Metro District* for review, meet with *Commerce City* and *SACWSD*, and discuss which concept to continue with to final design.

Deliverables:

- ✓ Design Recommendation Memorandum
- ✓ Concept Cost Estimates
- ✓ Design Action Log
- ✓ Progress Meeting Minutes
- ✓ Traffic Analysis Memorandum

JR will perform a traffic analysis of the Chambers and 106<sup>th</sup> Avenue and Chambers and 112<sup>th</sup> Avenue intersections to determine the turn lane lengths needed for the ultimate intersection layouts. The results will be summarized in a memorandum.

### Task 400: Preliminary Design (30%)

JR will prepare the design plans in conformance with *City* and *SACWSD* requirements. Plans will be completed to a 30% level and will include, at a minimum, title sheet and general notes, horizontal control plan, typical sections, demolition plans, roadway plan/profile sheets, detailed roadway plans, intersection and curb return profiles, storm drainage and channel plans, water quality pond modification plans, South Adams County Water and Sanitation District utility plans, utility relocation and lighting plans, grading and erosion control plans, traffic control and phasing plans, signing and pavement marking plans, cross-sections, detail sheets, and right of way impacts. The 30% Design submittal will also include a drainage report, project specifications and a detailed construction cost estimate.

JR will update the right-of-way plans for the project based upon the design direction given by the *Metro District* and *City*. Legal descriptions for land acquisitions will be prepared. ROW plans will be updated throughout the design process as extents are revised.



Deliverables:

- ✓ Construction Plans (30% Design)
- ✓ Drainage Report
- ✓ ROW Plans and Legal Descriptions
- ✓ Title Commitments
- ✓ Cost Estimate

JR's Design Team will be responsible for distributing the 30% Design package to all project stakeholders, City departments, SACWSD, and review agencies. JR will also be responsible for scheduling and facilitating the review meeting, preparation of meeting minutes, tracking review comments, responses and action items, and for obtaining documented acceptance from all reviewers.

Deliverables:

- ✓ Meeting Minutes
- ✓ Design Action Log

### Task 500: Final Design (90%)

After receiving comments from the City and SACWSD on the 30% design, JR will proceed with final design drawings and documentation for the project. The Project Team will prepare all required design plans and documents in accordance with City and SACWSD criteria. Utility potholes/testholes will be obtained during this phase to confirm utility conflicts have been avoided to the best of our knowledge.

JR will coordinate ROW acquisition efforts with the Metro District and Commerce City and additionally will prepare any exhibits for property owners as needed.

JR will conduct a final Quality Control/Quality Assurance review of the project prior to submittal of the 90% design documents.

JR will schedule a final review meeting with the City and SACWSD to present the design and discuss final details in the final plans. Final revisions will be made after the review meeting is completed and meeting with the Metro District.

Deliverables:

- ✓ Final Construction Plans (90% Design)
- ✓ Final Drainage Report
- ✓ Pothole Log
- ✓ Property Owner Exhibits
- ✓ Final Construction Specifications
- ✓ Final Construction Cost Estimate
- ✓ Meeting Minutes
- ✓ Design Action Log

### Task 600: Public Involvement

Kick-off

JR's Team will work with the City to schedule and conduct a public kick-off meeting to introduce the project and solicit public input.

Preliminary Design

JR's Team will work with the City to schedule and conduct the second public meeting to present the Preliminary Design, discuss responses to comments from the kick-off meeting and solicit additional public input.





## Final Design

JR's Team will work with the City to schedule and conduct the third public meeting to present the Final Design, discuss responses to comments from the preliminary design meeting and solicit additional public input.

### Deliverables:

- ✓ Exhibits to be presented at Public Meetings
- ✓ Log of Public Concerns identified at Public Meetings

## Task 700: Project Approvals

JR will address comments from the final review meeting and submit the final plans, specifications and estimate (PS&E) package to the City and SACWSD for final approvals. Upon project approval, JR will assist in finalizing the IGA documents and prepare funding requests for the District Board.

## Task 800: Second Creek CLOMR

The project lies within Zone A as depicted on Flood Insurance Rate Map 08001C0343H (revised March 5, 2007). A Conditional Letter of Map Revision is part of the project scope in order to document the floodplain impacts from the proposed project. This proposal includes fees to prepare the hydraulic modeling, maps, and CLOMR report, as well as FEMA's application fee of \$6,500 (current at the time of this proposal). The CLOMR will be submitted to FEMA and reviewed by the Mile High Flood District. Ultimately, the project will require a Letter of Map Revision (LOMR), but we expect that the Chambers Road bridge may be combined with the overall Second Creek project for floodplain map revisions, and options for the LOMR process will be discussed with the City after the completion of the Chambers Road and bridge construction.

## Task 900: Reimbursable Fees

This task covers the reimbursable and expense costs associated with processing the project documents. A cost has been provided and is provided solely for budgeting purposes and is an estimate. The following are the reimbursable items:

- Reimbursable Expense Budget - JR has estimated within this proposal an estimated budget for Reimbursable Expenses, which includes reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified prior to the estimated budget being exceeded.

## Cost of Services Summary

The following are the summarized costs of engineering and surveying services. A Fee Schedule & Resource Allocation chart has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" to be billed on a time and material basis. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below, except for the reimbursable expenses.



JR Engineering Services Cost:

Task	Work Item	Fee
100	Project Management	\$ 100,260
200	Data Collection	\$ 114,895
300	Concept Design and Geometric Analysis	\$ 61,510
400	Preliminary Design (30%)	\$ 396,698
500	Final Design (90%)	\$ 135,758
600	Public Involvement	\$ 13,800
700	Project Approvals (100%)	\$ 47,910
800	Second Creek CLOMR	\$ 32,545
900	Reimbursable Fees	\$ 5,000
	Total	\$ 908,376

## Assumptions

Reimbursable Expenses:

The following are reimbursable expenses. A cost has been included in the above fees with the associated tasks:

1. Reproduction of all maps, drawings, and reports
2. Postage and handling costs
3. Vehicle mileage

The following are additional fees, if necessary:

1. JR has not included costs for applications and review fees for the City, SACWSD, Utility Companies, Colorado Department of Health, FEMA, or other agencies.
2. JR has not included costs for roadway electrical/lighting design other than the horizontal and vertical locations of the lights.
3. JR has not included costs for landscaping architecture design and irrigation design.
4. JR has not included costs for Construction Bidding or Construction Staking and Management Services, however costs can be provided upon request.
5. JR has not included costs for preparing Record or As-Built Drawings and electronic submittals in accordance with the approving jurisdictional standards and regulations.
6. JR has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.



**Fee Schedule & Resource Allocation**  
**Reunion Metropolitan District c/o Clayton Properties Group**  
**Design Development and Final Engineering for Chambers Road from 106th Avenue to 112th Avenue**

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
100	<u>Project Management</u>								
110	Attend Kickoff Meeting with Metro District	4.0	4.0					\$1,380	
120	Attend Concept Design Site Meeting with Metro District	8.0	8.0					\$2,760	
130	Attend Meetings with Stakeholders (Assumed 12 Meetings)	36.0	36.0					\$12,420	
140	Attend Bi-weekly Progress Meetings with Metro District and City (Assumed 24 Meetings)	72.0	36.0					\$19,080	
150	Attend 30% Review Meeting with Metro District and City	4.0	10.0					\$2,340	
160	Attend 90% Review Meeting with Metro District and City	4.0	10.0					\$2,340	
170	Project Management (Assumed 2 Hours Per Week for a year)	104.0	208.0					\$52,520	
180	Prepare Memorandum of Understanding and IGA Exhibits and Documents	16.0	16.0	4.0	12.0			\$7,420	
	Subtotal							\$100,260	
200	<u>Data Collection</u>								
210	Collect Available Data from City	2.0	4.0		6.0			\$1,700	
220	Photo Documentation of Existing Conditions		4.0		8.0	2.0		\$1,870	
230	Geotechnical Investigation and Pavement Design Report (AG Wassenaar)						\$22,000	\$22,000	
240	Perform Quality Level B SUE Investigation (SurVWest)						\$19,800	\$19,800	
250	Perform Topographic and Planimetric Survey	4.0	16.0	12.0	24.0	80.0		\$20,020	
260	Prepare Base Map	2.0	12.0	20.0	32.0			\$8,570	
270	Research Right-of-Way and Easements	2.0	12.0	4.0	16.0			\$4,650	
280	Review Database and Contact Utility Owners	6.0	20.0	8.0	12.0			\$6,730	
290	Wetland Delineation & Mapping (Core)		4.0				\$7,920	\$8,560	
291	Threatened and Endangered Species Habitat Assessment (Core)						\$3,190	\$3,190	
292	Cultural Resources Review and Survey (Core)						\$2,915	\$2,915	
293	Section 404 Permits (Core)	10.0	10.0				\$8,690	\$12,140	
294	Agency Consultation & Meetings (Core)						\$2,750	\$2,750	
	Subtotal							\$114,895	
300	<u>Concept Design and Geometric Analysis</u>								
310	Prepare Bridge Design Concepts	4.0	16.0	20.0	20.0		\$22,000	\$30,200	
320	Prepare Roadway Concepts	2.0	8.0	16.0	32.0			\$7,410	
330	Prepare Concept Cost Estimates	2.0	4.0	16.0	16.0			\$4,930	
340	Obtain Traffic Count Data and Calculate Turn Lanes and Queue Lengths for Intersections (Traffic counts from All Traffic Data)	2.0	4.0	4.0	8.0		\$1,000	\$3,450	
350	Prepare Design and Traffic Memorandum	2.0	8.0	16.0	24.0			\$6,490	
360	Second Creek Hydraulic Modeling	2.0	8.0	32.0	28.0			\$9,030	
	Subtotal							\$61,510	
400	<u>Preliminary Design (30%)</u>								
410	<u>Prepare Roadway Construction Plans and Reports - Commerce City Submittal</u>								
411	Title Sheet and General Notes	0.5	4.0	2.0	8.0			\$1,913	
412	Typical Sections	1.0	6.0	8.0	20.0			\$4,485	
413	Demolition Plans	0.5	8.0	20.0	40.0			\$8,573	
414	Roadway Plan and Profiles (Ultimate) (10 Sheets at 40-Scale)	2.0	16.0	24.0	60.0			\$12,950	
415	Structural Design of Bridge Structure and Golf Cart Underpass (San Engineering)	4.0	16.0	24.0	24.0		\$118,118	\$127,298	
416	Intersection Plans (6 Sheets)	2.0	8.0	24.0	40.0			\$9,370	
417	Cross Sections at 50' Intervals	0.5	2.0	4.0	16.0			\$2,773	
418	Signage and Striping Plans	2.0	8.0	20.0	40.0			\$8,850	
419	Lighting Plans	2.0	4.0	8.0	20.0			\$4,350	
420	Initial Grading, Erosion Control and SWM Plans	1.0	4.0	8.0	24.0			\$4,625	
421	Interim Grading, Erosion Control and SWM Plans	1.0	4.0	8.0	24.0			\$4,625	
422	Final Grading, Erosion Control and SWM Plans	1.0	4.0	6.0	20.0			\$3,905	
423	Existing Utility Plans	2.0	16.0	24.0	48.0			\$11,570	
424	Dry Utility Plans	2.0	8.0	16.0	24.0			\$6,490	
425	Traffic Control & Construction Phasing Plans	2.0	8.0	8.0	40.0			\$7,290	
426	Detail Sheets	0.5	2.0	4.0	16.0			\$2,773	
427	Title Commitments						\$5,000	\$5,000	
428	Right-of-Way Plans	4.0	16.0	24.0	32.0			\$10,100	
429	Legal Descriptions (Assumed 10 at \$700 each)						\$7,000	\$7,000	
	Subtotal							\$243,938	

**Fee Schedule & Resource Allocation**  
**Reunion Metropolitan District c/o Clayton Properties Group**  
**Design Development and Final Engineering for Chambers Road from 106th Avenue to 112th Avenue**

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<u>430</u>	<b>Prepare Drainage Construction Plans and Reports - Commerce City Submittal</b>								
431	Hydrology Modeling based on Adjacent Development to the Roadway Infrastructure	2.0	8.0	16.0	24.0			\$6,490	
432	Existing Pond Modification Calculations and Grading	4.0	8.0	24.0	44.0			\$10,200	
433	Hydraulic Calculations for Storm Sewer	4.0	8.0	32.0	24.0			\$8,940	
434	Drainage Maps	2.0	6.0	20.0	32.0			\$7,610	
435	Phase III Drainage Report for Infrastructure within Chambers	4.0	20.0	32.0	80.0			\$17,300	
436	Final Horizontal and Vertical Design of Storm Sewer	4.0	16.0	16.0	80.0			\$14,580	
437	General Construction Notes and Typical Details	1.0	2.0	4.0	8.0			\$1,945	
438	Standard Drainage Details	1.0	2.0	2.0	8.0			\$1,685	
439	Storm Sewer Plan and Profiles for Infrastructure within Chambers	4.0	16.0	20.0	60.0			\$12,800	
440	Storm Sewer Special Structure Details	2.0	16.0	4.0	8.0			\$4,370	
441	Water Quality Pond Modification Plans and Details	2.0	8.0	20.0	36.0			\$8,390	
442	Second Creek Channel Plans	2.0	8.0	32.0	36.0			\$9,950	
	Subtotal							\$104,260	
<u>450</u>	<b>Prepare Construction Plans and Reports - South Adams County Water and Sanitation District Submittal</b>								
460	Potable Waterline Construction Plans								
461	Cover Sheet, Notes, and Details	0.5	2.0	4.0	6.0			\$1,623	
462	Overall Utility Plan	0.5	4.0	8.0	12.0			\$3,153	
463	Potable Waterline Plans (2 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	8.0	16.0	40.0			\$8,330	
464	Bid Quantities and Cost Estimate	1.0	2.0	2.0	8.0			\$1,685	
	Subtotal							\$14,790	
480	Sanitary Sewer and Underdrain Construction Plans								
481	Cover Sheet, Notes, and Details	0.5	2.0	4.0	6.0			\$1,623	
482	Overall Utility Plan	0.5	1.0	2.0	8.0			\$1,433	
483	Sanitary Sewer and Underdrain Plans (2 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	6.0	16.0	32.0			\$7,090	
484	Underdrain Plans (5 Sheets) (Plan and Profiles at 1"=40' Scale)	4.0	10.0	20.0	40.0			\$9,540	
485	Bid Quantities and Cost Estimate	1.0	4.0	2.0	10.0			\$2,235	
	Subtotal							\$21,920	
490	Specifications and Estimate								
491	Review Front-End Contract and General Conditions	1.0	3.0	6.0				\$1,445	
492	Prepare Project Special Provisions	2.0	4.0	8.0				\$2,050	
493	Prepare Standard Special Provisions	1.0	2.0	4.0				\$1,025	
494	Prepare Construction Cost Estimate	2.0	10.0	16.0	28.0			\$7,270	
	Subtotal							\$11,790	
500	<b>Final Design (90%)</b>								
510	Prepare 90% Construction Plans and Address Comments	8.0	40.0	80.0	240.0			\$45,880	
520	Prepare 90% Utility Plans, Specifications and Agreements	4.0	8.0	20.0	40.0			\$9,220	
530	Perform Utility Test Holes (Potholing) (Badger Daylighting)	0.5	8.0	12.0	24.0	\$25,000		\$30,693	
540	Prepare 90% Specifications and Address Comments	2.0	8.0	12.0	10.0			\$4,360	
550	Prepare 90% Cost Estimate	1.0	6.0	8.0	24.0			\$4,945	
560	Coordination with Utilities	12.0	40.0	30.0	24.0			\$15,280	
570	Prepare Exhibits & Agreements for Property Owners	8.0	24.0	16.0	36.0			\$11,540	
580	ROW Acquisition Coordination	24.0	40.0	16.0	8.0			\$13,840	
	Subtotal							\$135,758	
600	<b>Public Involvement</b>								
610	Attend Public Kickoff Meeting & Prepare Exhibits	8.0	8.0		16.0			\$4,600	
620	Attend Public Concept Design Meeting & Prepare Exhibits	8.0	8.0		16.0			\$4,600	
630	Attend Public Preliminary Design Meeting + Exhibits	8.0	8.0		16.0			\$4,600	
	Subtotal							\$13,800	

Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Chambers Road from 106th Avenue to 112th Avenue

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
700	<u>Project Approvals (100%)</u>	\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
710	Address Comments on PS&E Package	6.0	32.0	60.0	200.0				\$37,030
720	Submit PS&E Package for Final City and SACWSD Approval	4.0	8.0	8.0	16.0				\$4,900
730	Prepare Funding Request and Board Communications	12.0	8.0	12.0	8.0				\$5,980
	Subtotal								\$47,910
800	<u>Second Creek CLOMR</u>								
801	CLOMR Hydraulic Modeling	1.0	8.0	32.0	12.0				\$7,005
802	CLOMR Report	4.0	16.0	24.0	32.0			\$6,500	\$16,600
803	Work Maps and Annotated FIRM	2.0	4.0	12.0	16.0				\$4,410
804	MHFD Correspondence and Additional Data Requests	2.0	8.0	8.0	16.0				\$4,530
	Subtotal								\$32,545
900	<u>Reimbursable Fees</u>								
901	Reproduction							\$2,500	\$2,500
902	Deliveries							\$500	\$500
903	Mileage							\$2,000	\$2,000
	Subtotal								\$5,000
	Total:	481	1050	1064	2118	82	\$233,383	\$23,500	\$908,376

## Hourly Rate Schedule

Professional	Hourly Rate
Clerical	\$60
Construction Inspector   Survey Tech	\$90
Engineer   Surveyor   Construction Engineer	\$115
Project Engineer   Project Surveyor   Project Construction Engineer	\$130
Project Lead	\$160
Principal   Manager	\$185
One-Man Survey	\$110
Two-Man Survey	\$155
Reimbursable and Sub-consultant Expenses	Cost Plus 10%

Effective January 1, 2019



**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9



## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE

**INDEPENDENT CONTRACTOR AGREEMENT**  
(DESIGN DEVELOPMENT AND MASTER PLANNING FOR VILLAGE 9 AND FINAL  
DESIGN FOR REUNION RIDGE PHASE 2 INFRASTRUCTURE)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of August, 2020, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

#### 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes),



workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Mark Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
Contractor:	JR Engineering, LLC 7200 S. Alton Way, Suite C-400 Centennial, CO 80112 Attention: Aaron Clutter Phone: (303) 267-6220

Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act



in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Design Development and  
Master Planning with JR Engineering, dated August 4, 2020*



**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Design Development and Master Planning for Village 9 and Final Design for Reunion Ridge Phase 2 Infrastructure



- Civil Engineering & Planning
- Construction Services
- Landscape Architecture
- Surveying
- Transportation
- Water Resources

July 17, 2020



Service | Expertise | Quality

July 17, 2020



Mr. Jim Hayes  
Reunion Metropolitan District  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Design Development and Master Planning for Reunion Village 9 and Final Engineering for the Reunion Ridge Phase 2 Infrastructure

Dear Mr. Hayes:

JR Engineering, LLC (JR) appreciates the opportunity to submit this proposal to provide Design Development and Master Planning associated with Reunion Village 9 and Final Engineering for the Reunion Ridge Phase 2 Infrastructure located in Commerce City, Colorado.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)



## WORK PLAN

### Project Understanding

JR Engineering appreciates the opportunity to submit the following proposal for Final Design and Construction Plans associated with the Phase 2 infrastructure to service Reunion Ridge. Below is an exhibit of the anticipated Phase 2 infrastructure to service Reunion Ridge.

### Scope of Services

#### TASK 10000 – DATA COLLECTION AND GEOTECHNICAL INVESTIGATION FOR FINAL DESIGN OF VILLAGE 9 PHASE 2

- Utility Locates: JR Engineering will subcontract with Diversified Underground to obtain utility locates for the Phase 2 site. JR Engineering will capture the utility locates with the Design/Topographic Survey.
- Utility Potholes: JR Engineering will subcontract with Badger Daylighting to provide utility pothole information on existing utilities including electric, gas, and telecommunication lines. JR will stake the pothole locations. We have assumed three days of potholing should be sufficient for our design efforts.
- Geotechnical Investigation and Pavement Recommendation Report: A Geotechnical Investigation will be performed by AG Wassenaar for the District Infrastructure. JR will stake the borehole locations. A final pavement recommendation will be prepared and submitted with the Roadway Construction Plans for City approval.

#### TASK 10100 – PHASE 2 DESIGN DEVELOPMENT

JR will work through preliminary design elements for Reunion Village 9 and the drainage design to allow for final design to occur on Reunion Ridge Phase 2. The following scope of services is anticipated:

- Transportation Infrastructure Design: JR will prepare a preliminary horizontal layout of the ultimate road network and provide recommendations on typical road cross-sections and access control.
- Overall Grading and Drainage Design: JR will review the overall grading and drainage for Reunion Village 9 Phase 2, which will include the preparation of the following:
  - Overall cut/fill maps
  - Preliminary street profiles
  - Preliminary horizontal and vertical design of Full-Spectrum Detention Pond
- Underdrain Design: JR will prepare a preliminary horizontal of the underdrain network. We will then prepare a vertical layout of underdrain trunk lines, which will include all discharge points.
- Sanitary Sewer Design: JR will prepare a preliminary horizontal and vertical layout of the ultimate sanitary sewer network. We will then prepare a sanitary sewer study for Phase 2 in conformance with South Adams County Water and Sanitation District Standards and Specifications.
- Potable and Non-Potable Design: JR will prepare a preliminary horizontal and vertical layout of both the potable and non-potable waterline network. We will then prepare potable water and non-potable water studies for Phase 2 in conformance with South Adams County Water and Sanitation District Standards and Specifications.

- Existing Dry Utility Coordination: The following tasks are anticipated for dry utility coordination:
  - Coordination and Exhibits with Xcel Energy/PSCO on Existing Gas Lines located within Village 9
  - Coordination and Exhibits with Sinclair or other gathering/distribution lines
  - Coordination with Xcel Energy on gas line distribution
  - Coordination with United Power on electric distribution
- Preliminary District Cost Estimate and Exhibits for Phase 2 Improvements: JR will prepare a preliminary layout for the District Infrastructure necessary to service Village 9 including utility, roads, and drainage infrastructure. The layout and preliminary costs will be presented in an exhibit format for the District and Oakwood Homes.
- Prepare Concept Design for 96<sup>th</sup> Avenue Frontage of Village 9: JR Engineering will prepare a preliminary design of the 96th Avenue improvements required along the Phase 2 frontage. This will consist of horizontal and vertical layouts of the roadway, utilities, and drainage infrastructure. A preliminary layout is necessary in order to effectively design the planned intersections and account for signals and utility conflicts, though the final design would not occur as part of this proposed work plan. The 96<sup>th</sup> Avenue layout and preliminary costs will be presented in an exhibit format for the District and Oakwood Homes.

#### TASK 10200 – PHASE 2 PRELIMINARY DESIGN PLANS AND REPORTS (60%)

The final construction plans will be developed for the Phase 2 District Infrastructure including the roadway, drainage, sanitary sewer, underdrain, potable and non-potable water lines, trails, and the dry utilities infrastructure.

- Prepare Roadway Construction Plans and Reports – Commerce City Submittal
  - Traffic Impact Study: JR will conduct traffic operational analyses using the Synchro software at all new access points and necessary intersections to support the Phase 2 development. JR will then prepare updates to amend the traffic impact study (TIS) in compliance with Commerce City standards, which includes documenting the traffic operation results and recommending mitigated improvements to address operational issues.
  - Prepare Final Horizontal and Vertical Design: JR will prepare the final horizontal and vertical design of the Phase 2 roadways including layout of the ROW and easements.
  - Cover Sheet, Notes, and Details: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will be prepared for street improvements.
  - Typical Cross Sections: JR will prepare typical cross sections for Reunion Ridge Way, Potomac Parkway, Street "A", and the overlot grading of 100th Avenue.
  - Street and Intersection Improvement Plans: JR will prepare street and intersection improvement plan and profile sheets. Plans shall include plan view, centerline elevations, curb elevations shown at each PC, PT and PRC; crossspans, and curve data table. Profile view shall give the profile of each curb flowline grade including all vertical curves stationed appropriately.
  - Demolition Plans: JR will prepare demolition plans for the anticipated improvements that will need to be removed at the access points along 96th Avenue and Potomac Street/Potomac Parkway.

- Signage, Striping and Lighting Plans: JR will prepare signage, lighting, and striping plans for all streets. No electrical design will be done as the United Power will provide the design.
- Traffic Signal Plans: JR will prepare traffic signal plans, details and specifications for the intersection of Potomac Parkway and 96th Avenue.
- Other Plan Sheets: JR will prepare the following plan sheets:
  - Survey Control Diagram
  - Suggested Traffic Control Plans
  - Construction Phasing Plans
  - 50' Cross Sections
- Prepare Drainage Construction Plans and Reports – Commerce City Submittal  
JR Engineering will prepare a Final Drainage Report for the Phase 2 drainage design and final construction plans for the conveyance and water quality/detention infrastructure.
  - Hydrology Modeling Based on Phase 2 Development: JR Engineering will prepare hydrologic parameters for the proposed Phase 2 development and District infrastructure and update the hydrologic model used in the Phase 1 final drainage design.
  - Hydraulic Calculations for Ponds, Channels & Storm Sewer: JR Engineering will use the routed hydrology to evaluate storm infrastructure sizing; including the Full-Spectrum Detention ponds, proposed storm sewer, and any open channels that may be necessary within the Phase 2 site.
  - Final Drainage Report: JR will prepare a Final Drainage Report for Phase 2 in conformance with City drainage criteria. The report will include the hydrology modeling based on Phase 2 development and any other adjacent development to the roadway infrastructure. The report will also include hydraulic calculations for ponds, channels, and storm sewer in the appendix.
  - Drainage Maps: JR Engineering will prepare detailed drainage maps to illustrate the hydrologic routing and show proposed storm infrastructure. The maps will be presented in the Final Drainage Report appendix.
  - Final Horizontal & Vertical Design of Storm Sewer & Ponds: JR Engineering will prepare the final design of the drainage infrastructure in AutoCAD Civil 3D. The storm infrastructure network and Full-Spectrum Detention pond grading will be set up and finalized so it may be referenced on the construction plan sheets.
  - General Notes and Details: JR will prepare general notes for the drainage infrastructure improvements, and typical and special detail sheets will also be prepared.
  - Storm Sewer Plan and Profiles: JR will prepare storm sewer construction plans in conformance with the drainage study. The hydraulic grade line will be shown within the storm sewer profiles.
  - Temporary Drainage Swales and Inlets: JR Engineering will prepare designs for any temporary infrastructure necessary to convey stormwater between fillings and Phases of Village 9 with notes and phasing information for construction.
  - Prepare Full-Spectrum Detention Pond Plans (Pond T): JR will prepare construction plans for the final configuration of one Full-Spectrum Detention Ponds (Pond T in the approved Preliminary Drainage Report). The pond plans will include detailed grading information, spillway details, riprap and armament details, and trickle channel horizontal/vertical design.

- Prepare Storm Sewer Special Structure Details: JR will prepare structural details of any storm sewer structures that are not typical details including manholes, vaults, or junction boxes.
- Prepare Pond Details including Outlet Structures, Trickle Channels & Forebays: JR will prepare structural details of any special structures for the ponds, including outlet structures, forebays, trickle channels, headwalls & wingwalls, toewalls, impact stilling basins, and aprons.
- Prepare Standard Drainage Details: JR Engineering will include standard City/MHFD details in the construction plans as needed to facilitate construction of the standard items.
- Prepare Maintenance Plan for Pond: JR will prepare maintenance plans for Pond T using the City/MHFD standard format, which will be included in the construction plan set.
- Stormwater Management Plans and Report - Commerce City Submittal
  - Prepare Initial, During & Final GESC Plans: JR Engineering will prepare Grading, Erosion, and Sediment Control (GESC) Plans for the District Infrastructure. These plans will show suggested BMP placement and selection by construction phase.
  - Prepare General Construction Notes for Stormwater Management Plans: JR Engineering will include standard and project-specific notes for the GESC plans.
  - Prepare Detail Sheets for GESC Plans: JR Engineering will include standard details for construction BMPs from City and MHFD sources.
  - Prepare Stormwater Management Report: JR Engineering will prepare a Stormwater Management Report (SWMP) in conformance with the State requirements for Colorado Discharge Permit System (CDPS) COR400000 "General Permit for Stormwater Discharges Associated with Construction Activities". The report will be submitted to the City for approval, and provided to the Client and Contractor with project approvals.

TASK 10300 – PHASE 2 CONSTRUCTION PLANS AND REPORTS - SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT SUBMITTAL

- Phase 2 SACWSD Construction Plans and Reports: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will also be prepared for non-potable water, potable water, sanitary sewer, and underdrain improvements. JR will prepare an overall utility plan showing potable and non-potable water lines, sanitary sewer, storm sewer, and underdrains. JR Engineering will prepare SACWSD conformance letters for each of the potable, non-potable, and sanitary sewer utilities, which will provide calculations and support for the Phase 2 utilities based on meeting the design parameters established in the approved Master Utility Studies for Village 9.
- Phase 2 Potable Waterline Construction Plans: JR will prepare potable water plan and profiles in conformance with SACW&SD standards and specifications. The plans will include service lateral locations and call-outs to all water fixtures including fire hydrants, valves, tees, and bends.
- Phase 2 Non-Potable Waterline Construction Plans: JR will prepare non-potable water plan and profiles in conformance with SACW&SD standards and specifications. The plans will include service lateral locations and call-outs to all water fixtures including fire hydrants, valves, tees, and bends.
- Phase 2 Sanitary Sewer & Underdrain Construction Plans: JR will prepare plans for the design of the sanitary sewer in conformance with SACW&SD standards and specifications. Plan and

profile of the sanitary sewer system dimensioned along with locations and stationing of service laterals. JR will prepare an underdrain plan based on the requirements set forth within the geotechnical report and the Reunion District standards and specification for underdrain systems. The design will be shown on the sanitary sewer plan and profile sheets.

#### TASK 10400 – PHASE 2 FINAL DESIGN AND PROJECT APPROVALS

The 60% construction plans will be brought to the 90% level for the Phase 2 District Infrastructure including the roadway, drainage, sanitary sewer, underdrain, potable and non-potable water lines, trails, and the dry utilities infrastructure.

- 90% Specifications and Cost Estimate: At the 90% level, specifications will be prepared for the District Infrastructure plans and the Utility plans. A cost estimate will be prepared for the project.
- PS&E Submittal: JR Engineering will submit the PS&E (100%) package to Commerce City and SACWSD for approval.

#### TASK 10500 – PERMITTING, AGREEMENT COORDINATION, EXHIBITS, LEGAL DESCRIPTIONS & COST ESTIMATE

Permitting and Agreements with Stakeholders:

JR will provide permitting coordination and preparation of agreements with stakeholders, which includes the following:

PSCO/Xcel Energy for 24" Cherokee gas line property:

- Permitting and preparing exhibits for crossing the 24" Cherokee gas line within the Xcel property with storm sewer, streets, sanitary sewer, underdrain, and water lines
- Prepare legal descriptions for crossing agreements across gas line (assumed 10 legal descriptions)

#### TASK 10600 – REIMBURSABLE EXPENSES

JR has included an estimated budget for Reimbursable Expenses, which includes project meeting attendance, application fees, reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified if the estimated budget will be exceeded.

## Cost of Services Summary

The following are the summarized costs of engineering services. A Fee Schedule & Resource Allocation spreadsheet has been included that provides more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" within the fixed fee tasks. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below.

### JR ENGINEERING SERVICES COST:

Task 10000:	Data Collection and Geotechnical Investigation for Final Design of Village 9 Phase 2	\$52,930
Task 10100:	Phase 2 Design Development	\$177,395
Task 10200:	Phase 2 Preliminary Design Plans and Reports (60%)	\$352,260
Task 10300:	Phase 2 Construction Plans and Reports - South Adams County Water and Sanitation District Submittal	\$147,895
Task 10400:	Phase 2 Final Design & Project Approvals (90%/100%)	\$79,515
Task 10500:	Phase 2 Permitting, Agreement Coordination, Exhibits, & Legal Descriptions	\$37,945
Task 10600:	Reimbursable Expenses Budget	\$52,500
<u>TOTAL:</u>		<u>\$900,440</u>

## Assumptions and Additional Services

1. JR Engineering has included three days of Utility Potholing.
2. The above fee includes an estimated budget for Reimbursable Expenses, which includes application fees, reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified if the estimated budget will be exceeded.
3. Engineering has not included costs for Bidding, Construction Administration, Observation, Staking and Testing Services, however costs can be provided upon request.



Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Reunion Village 9 Phase 2 District Infrastructure

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>10000</b>	<b>Data Collection and Geotechnical Investigation for Final Design of Village 9 Phase 2</b>								<b>\$52,930</b>
10010	Obtain Utility Locates (Diversified Underground)	1.0	3.0		4.0		\$3,000		\$4,125
10020	Stake Utility Potholes	1.0	4.0	2.0	2.0	4.0			\$1,935
10030	Pothole Existing Gas and Electric Lines (Diversified Underground) (Assumed 3 days of Potholing @ \$6,000/day)	2.0	2.0	4.0	6.0		\$18,000		\$19,900
10040	Stake Geotechnical Borings	2.0	4.0	4.0	4.0	8.0			\$3,230
10050	Geotechnical Investigation and Pavement Design Report (AG Wassenaar)	2.0	4.0		2.0		\$22,500		\$23,740
<b>10100</b>	<b>Phase 2 Design Development</b>								<b>\$177,395</b>
10105	Transportation Infrastructure Design								\$9,480
10106	Prepare Preliminary Roadway Cross Sections for Phase 2	2.0	4.0	12.0	16.0				\$4,410
10107	Prepare Preliminary Street Horizontal Layout	2.0	2.0	16.0	20.0				\$5,070
10110	Overall Grading & Drainage Design								\$12,110
10111	Prep Overall Cut/Fill Maps w/ or w/out Existing Gas Line Remaining in Place	2.0	4.0	12.0	4.0				\$3,030
10112	Prep Preliminary Street Profiles w/ Removing/Realigning Existing Gas Line	2.0	4.0	12.0	6.0				\$3,260
10115	Prepare Preliminary Horizontal & Vertical Full-Spectrum Detention Pond	4.0	4.0	20.0	16.0				\$5,820
10130	Phase 2 Underdrain Design								\$3,850
10131	Prepare Horizontal Layout of Underdrain w/ Sizes	1.0	4.0	4.0	8.0				\$2,265
10132	Prepare Vertical Layout of Underdrain Trunk Lines & Discharge Points	1.0	2.0	3.0	6.0				\$1,585
10140	Phase 2 Sanitary Sewer Design								\$10,205
10141	Prepare Horizontal Layout of Sanitary Sewer	2.0	2.0	6.0	12.0				\$2,850
10142	Prepare Vertical Layout of Main Sanitary Sewer Transmission Lines	2.0	2.0	6.0	16.0				\$3,310
10143	Prepare Sanitary Sewer Study	1.0	2.0	6.0	24.0				\$4,045
10150	Phase 2 Potable & Non-Potable Design								\$29,020
10151	Prepare Horizontal Layout of Potable Water System w/ Sizes	2.0	2.0	8.0	24.0				\$4,490
10152	Prepare Horizontal Layout of Non-Potable Water System w/ Sizes	2.0	2.0	12.0	32.0				\$5,930
10153	Prepare Potable Water System Report	4.0	4.0	20.0	40.0				\$8,580
10154	Prepare Non-Potable Water System Report	4.0	4.0	24.0	48.0				\$10,020
10160	Phase 2 Existing & Proposed Dry Utility Coordination								\$24,410
10161	Coord & Exhibits w/ Xcel Energy on Existing Mesa-Boulder-Bri Gas Line	4.0	4.0	32.0	24.0				\$8,300
10162	Coord & Exhibits w/ Sinclair or Other Gathering/Distribution Lines	2.0	1.0	8.0	4.0				\$2,030
10163	Coord & Exhibits w/ Xcel Energy on Existing Cherokee Gas Line	4.0	4.0	24.0	16.0				\$6,340
10164	Coord & Exhibits w/ Xcel's Consultant on Relocation of Gas Line Design	2.0	4.0	24.0	16.0				\$5,970
10165	Coord w/ United Power on Electric Distribution	2.0	1.0	6.0	4.0				\$1,770
10170	Prelim District Infrastructure Cost Estimate & Exhibits for Phase 2 Improvements								\$14,500
10171	Prepare Prelim District Infrastructure Cost Estimates & Exhibits	8.0	12.0	50.0	40.0				\$14,500
10180	Prepare Concept Design for 96th Avenue Frontage of Village 9								\$73,820
10181	Prepare Typical Cross Sections and Identify Road Classification	2.0	4.0	16.0	16.0				\$4,930
10182	Determine Ultimate Roadway Alignment	2.0	2.0	16.0	8.0				\$3,690
10183	Prepare Horizontal and Preliminary Vertical Layout of Roadway	6.0	20.0	60.0	80.0				\$21,310
10184	Prepare Horizontal and Preliminary Vertical Layout of Utilities	4.0	6.0	24.0	48.0				\$10,340
10185	Prepare Horizontal and Preliminary Vertical Layout of Drainage	4.0	8.0	32.0	40.0				\$10,780
10186	Prepare Intersection Geometry (2 Intersections)	3.0	6.0	36.0	40.0				\$10,795
10187	Review Ultimate Traffic Signal Layout	1.0	2.0	8.0	16.0				\$3,385
10188	Review and Coordinate Dry Utility Impacts and Conflicts	2.0	6.0	24.0	36.0				\$8,590



Fee Schedule & Resource Allocation  
 Reunion Metropolitan District c/o Clayton Properties Group  
 Design Development and Final Engineering for Reunion Village 9 Phase 2 District Infrastructure

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>10200</b>	<b>Phase 2 Preliminary Design Plans and Reports (60%)</b>								<b>\$352,260</b>
	Prepare Phase 2 Roadway Construction Plans and Reports - Commerce City Submittal								\$171,350
10210	Prepare Final Horizontal & Vertical Design	16.0	24.0	60.0	120.0				\$28,400
10220	Prepare Cover Sheet		1.0	2.0	6.0				\$1,110
10221	Prepare General Construction Notes for Streets		0.5	1.0	2.0				\$440
10222	Prepare Typical Cross Sections Sheet	0.5	4.0	6.0	40.0				\$6,113
10223	Prepare Survey Control Diagram		0.5	2.0	6.0				\$1,030
10224	Prepare Tabulation of Length & Design Data		1.0	3.0	6.0				\$1,240
10225	Prepare Demolition Plans for Potomac St & 96th Ave Access Points	3.0	4.0	16.0	24.0				\$6,035
10226	Prepare Plan & Profile Sheets	16.0	40.0	120.0	160.0				\$43,360
10227	Prepare Curb Return Profiles & Details	6.0	8.0	32.0	80.0				\$15,750
10228	Prepare Signage & Striping Plans	4.0	6.0	16.0	56.0				\$10,220
10229	Prepare Driveway Plans for Existing Access to Potomac St on East Side	4.0	6.0	16.0	56.0				\$10,220
10230	Prepare Intersection Plans (4 intersections)	6.0	8.0	24.0	60.0				\$12,410
10231	Prepare Street Light Plans Horizontal & Vertical Layout	1.0	3.0	8.0	24.0				\$4,465
10232	Prepare Cross Sections for Streets	0.5	2.0	12.0	40.0				\$6,573
10233	Prepare Street, Signal & Lighting Details		1.0	6.0	12.0				\$2,320
10234	Prepare Overall Roadway Phasing Plan	2.0	4.0	16.0	16.0				\$4,930
10235	Prepare Suggested Traffic Control Plans	2.0	4.0	20.0	40.0				\$8,210
10236	Prepare 30% Cost Estimate	1.0	10.0	20.0	36.0				\$8,525
	Prepare Phase 2 Drainage Construction Plans and Reports - Commerce City Submittal								\$160,110
10240	Hydrology Modeling Based on Phase 2 Development	8.0	8.0	24.0	16.0				\$7,720
10242	Hydraulic Calculations for Ponds, Channels & Storm Sewer	8.0	8.0	24.0	36.0				\$10,020
10243	Prepare Final Drainage Report for District Infrastructure	8.0	16.0	40.0	60.0				\$16,140
10244	Drainage Maps	2.0	6.0	32.0	40.0				\$10,090
10245	Final Horizontal & Vertical Design of Storm Sewer & Ponds	16.0	24.0	180.0	200.0				\$53,200
10246	Prepare General Construction Notes for Drainage		1.0	4.0	6.0				\$1,370
10247	Prepare Storm Sewer Plan & Profiles for Infrastructure	8.0	8.0	60.0	100.0				\$22,060
10248	Prepare Temporary Drainage Swales & Inlets to Convey Stormwater	2.0	2.0	24.0	12.0				\$5,190
10249	Prepare Full-Spectrum Detention Pond Plans (Pond T)	2.0	2.0	16.0	32.0				\$6,450
10250	Prepare Storm Sewer Special Structure Details	3.0	6.0	20.0	56.0				\$10,555
10251	Prepare Pond Details: Outlet Structures, Trickle Channels & Forebays	4.0	8.0	32.0	64.0				\$13,540
10252	Prepare Standard Drainage Details		2.0	4.0	8.0				\$1,760
10253	Prepare Maintenance Plan for Pond	1.0	1.0	4.0	10.0				\$2,015
	Phase 2 Stormwater Management Plans & Report - Commerce City Submittal								\$20,800
10260	Prepare Initial, During & Final GESC Plans	4.0	8.0	24.0	44.0				\$10,200
10262	Prepare General Construction Notes for Stormwater Management Plans	1.0	2.0	2.0	4.0				\$1,225
10263	Prepare Detail Sheets for GESC Plans	1.0	2.0	4.0	10.0				\$2,175
10264	Prepare Stormwater Management Report	2.0	6.0	8.0	30.0				\$5,820
10265	Coordination w/ Commerce City & State for Grading Applications	4.0	4.0						\$1,380

**Fee Schedule & Resource Allocation**  
**Reunion Metropolitan District c/o Clayton Properties Group**  
**Design Development and Final Engineering for Reunion Village 9 Phase 2 District Infrastructure**

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>10300</b>	<b>Phase 2 Construction Plans and Reports - South Adams County Water and Sanitation District Submittal</b>								<b>\$147,895</b>
10310	Phase 2 SACWSD Construction Plans and Reports								\$47,470
10311	Prepare Cover Sheet w/ Vicinity Map, Sheet Index, Contacts, & Signature Blocks	4.0	3.0	2.0	4.0				\$1,940
10312	Prepare General Construction Notes	1.0	2.0	2.0	4.0				\$1,225
10313	Prepare Overall Utility Plan	2.0	5.0	12.0	32.0				\$6,410
10314	Bid Quantities and Cost Estimate	1.0	4.0	4.0	6.0				\$2,035
10315	Prepare Potable Water System Conformance Letter w/Calculations	4.0	12.0	28.0	56.0				\$12,740
10316	Prepare Non-Potable Water System Conformance Letter w/Calculations	4.0	14.0	36.0	64.0				\$15,020
10317	Prepare Sanitary Sewer System Conformance Letter w/Calculations	4.0	10.0	16.0	32.0				\$8,100
10320	Phase 2 Potable Waterline Construction Plans								\$34,280
10321	Prepare Potable Waterline Plan & Profile Sheets	4.0	24.0	50.0	100.0				\$22,580
10322	Prepare Potable Waterline Plan & Profile Sheets for 24" Transmission Line	3.0	8.0	20.0	48.0				\$9,955
10323	Prepare Potable Waterline Details	1.0	4.0		8.0				\$1,745
10330	Phase 2 Non-Potable Waterline Construction Plans								\$36,230
10331	Prepare Non-Potable Waterline Plan & Profile Sheets	3.0	16.0	60.0	120.0				\$24,715
10332	Prepare Non-Potable Waterline Plan & Profile Sheets for 30" Transmission Line	2.0	8.0	20.0	48.0				\$9,770
10333	Prepare Non-Potable Waterline Details	1.0	4.0		8.0				\$1,745
10340	Phase 2 Sanitary Sewer & Underdrain Construction Plans								\$29,915
10341	Prepare Sanitary Sewer & Underdrain Plan & Profile Sheets	2.0	16.0	80.0	120.0				\$27,130
10342	Prepare Sanitary Sewer & Underdrain Details	1.0	4.0	8.0	8.0				\$2,785
10400	Phase 2 Final Design & Project Approvals (90%/100%)								\$79,515
10401	Prepare 90% Construction Plans and Address Comments	10.0	30.0	60.0	120.0				\$28,250
10402	Prepare 90% Utility Plans, Specifications and Agreements	5.0	20.0	40.0	80.0				\$18,525
10403	Prepare 90% Specifications and Address Comments	4.0	10.0	20.0	40.0				\$9,540
10404	Prepare 90% Cost Estimate	1.0	8.0	16.0	32.0				\$7,225
10405	Prepare PS&E Package for Final City and SACWSD Approval	5.0	10.0	20.0	40.0				\$9,725
10406	IGA Coordination w/ SACW&SD incl Agreement & Exhibits	10.0	5.0	10.0	20.0				\$6,250
10500	Phase 2 Permitting, Agreement Coordination, Exhibits, & Legal Descriptions								\$37,945
10501	Permitting and Preparing Exhibits for crossing the 24" Cherokee Gas Line within the Xcel Property with Storm Sewer, Streets, Sanitary Sewer, Underdrain, and Water Lines	10.0	8.0	40.0	20.0				\$10,630
10502	Permitting and Preparing Exhibits for crossing the Mesa-Boulder-Bri Gas Line	10.0	8.0	40.0	20.0				\$10,630
10503	Prepare Legal Descriptions for Crossing Agreements Across Gas Line	9.0	36.0						\$7,425
10504	Turnberry IGA Coordination w/ Exhibits & Costs	12.0	8.0	16.0	32.0				\$9,260
10600	Reimbursable Expenses								\$52,500
10601	Meetings & Coord w/Oakwood, City, SACW&SD, District, Public Service & Other Agencies	160.0	40.0						\$36,000
10602	Miscellaneous Application Fees for the City & PSCO						\$1,000		\$1,000
10603	Reproduction & Copies						\$10,000		\$10,000
10604	Delivery Expenses						\$500		\$500
10605	Vehicle Mileage						\$5,000		\$5,000
	Total:	494	697	2013	3252	12	\$43,500	\$16,500	\$900,440

**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE

**INDEPENDENT CONTRACTOR AGREEMENT**  
(DESIGN SERVICES FOR DISTRICT INFRASTRUCTURE TO SERVICE REUNION  
VILLAGE 7A)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of August, 2020, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District



in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

#### 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth



in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Mark Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
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Contractor:	JR Engineering, LLC 7200 S. Alton Way, Suite C-400 Centennial, CO 80112 Attention: Aaron Clutter Phone: (303) 267-6220
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Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Design Services with JR  
Engineering, dated August 4, 2020*

**CONTRACTOR:**

JR ENGINEERING, LLC, a Colorado limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as the \_\_\_\_\_ of JR Engineering, LLC.

Witness my hand and official seal.

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

\_\_\_\_\_  
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Design Services with Reunion Metropolitan District, dated August 4, 2020*



**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Final Engineering Design Services for District Infrastructure to Service Reunion Village 7A

(Located at the SE Corner of Chambers Road and E 112<sup>th</sup> Avenue)



- Civil Engineering & Planning
- Construction Services
- Landscape Architecture
- Surveying
- Transportation
- Water Resources

July 22, 2020



**J·R ENGINEERING**

Service | Expertise | Quality

July 22, 2020



Mr. Brett Price  
Reunion Metropolitan District  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Final Engineering Design for District Infrastructure to Service Reunion Village 7A

Dear Mr. Price:

JR Engineering, LLC (JR) appreciates the opportunity to submit this proposal to provide Final Engineering Design services associated with District infrastructure to service development of Reunion Village 7A, located in Commerce City, Colorado.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client-oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

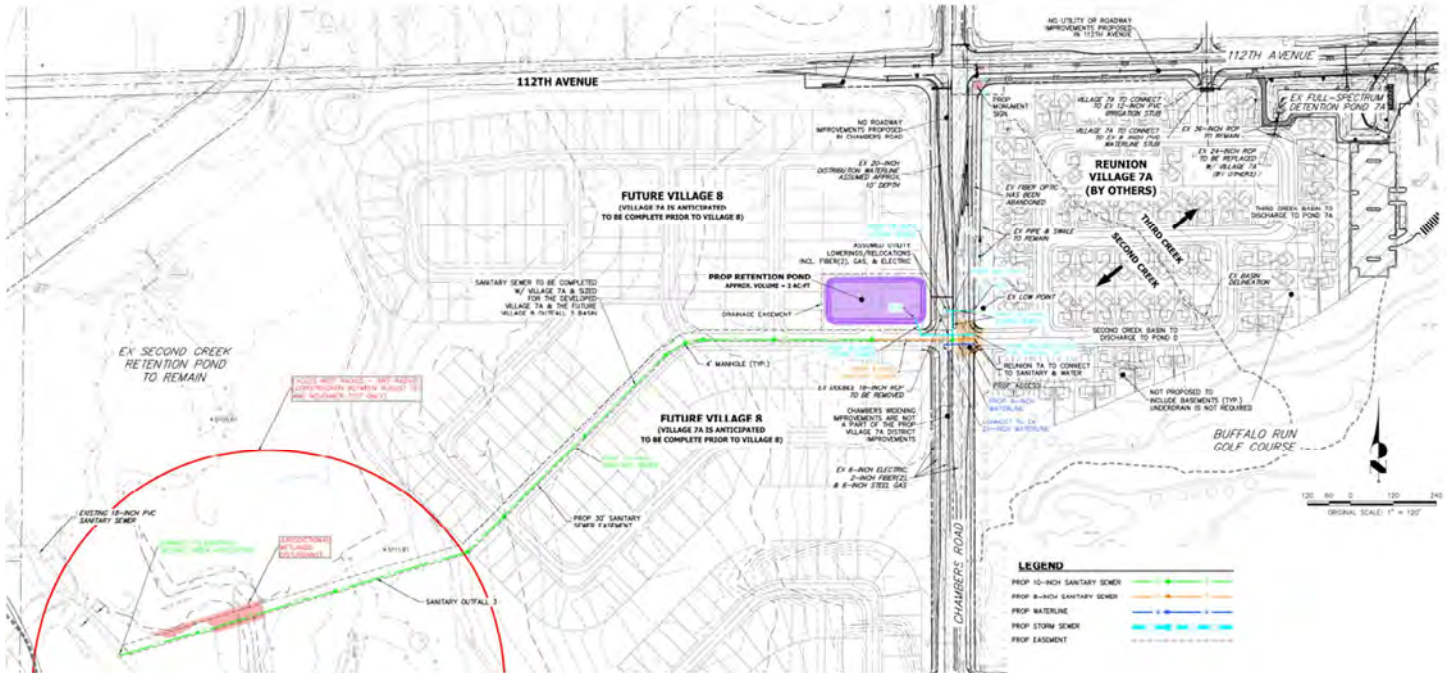
JR ENGINEERING, LLC

A handwritten signature in blue ink that reads "Aaron L. Clutter".

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)

## JR Understanding

JR Engineering appreciates the opportunity to submit the following proposal for engineering services associated with District Infrastructure to service the development of Reunion Village 7A located in Commerce City, Colorado. Below is an exhibit of the anticipated infrastructure to service Reunion 7A.



The scope of services, shown on the next several pages, is based upon *Commerce City* and *South Adams County Water and Sanitation District (SACWSD)* requirements for preparing roadway construction plans, our strong understanding of the 112<sup>th</sup> Avenue and Chambers Road corridors, and previous work efforts performed for *Oakwood Homes* and the *Reunion Metropolitan District*.

## JR Approach

### TASK 1000 – DATA COLLECTION

- Design/Topographic Survey: JR Engineering will perform a design/topographic/utility survey. We will have utility locates performed along Chambers Road, and we will perform detailed utility survey and locates at all utility connections.
- SUE: JR Engineering will subcontract with SurvWest to provide utility information on existing utilities including electric, gas, and telecommunication lines. JR will stake the pothole locations. We have assumed that Quality Level B is required for the design.
- Geotechnical Investigation Report: A Geotechnical Investigation will be performed by AG Wassanaar for the District Infrastructure including the retention pond and utility infrastructure. Infiltration tests will be required to ensure that the retention pond will infiltrate in accordance with CRS §37-92-602 (8).
- Design Development and Preliminary Cost Exhibit: JR will prepare a preliminary layout for the District Infrastructure necessary to service Reunion Center including utility, roads, and drainage infrastructure. The layout and preliminary costs will be presented in an exhibit format for the District and Clayton Properties.



## TASK 2000 – FINAL CONSTRUCTION PLANS AND REPORTS

The final construction plans will be developed for the 7A District Infrastructure including the roadway, drainage, sanitary sewer, potable and non-potable water lines, trails, and the dry utilities infrastructure. The following scope of services has been broken up by Commerce City and South Adams County Water and Sanitation District submittal packages:

### Task 2100 – Commerce City Submittal Package:

- Construction Plans for the access off Chambers Road. It is anticipated that the Chambers Road Improvements will be designed to temporarily connect into the existing Chambers Road with the ultimate improvements being constructed as part of the Chambers Road improvement project from 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue.
- Cover Sheet, Notes, and Details: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will be prepared for street improvements.
- Demolition Plans: JR will prepare demolition plans for the anticipated improvements that will need to be removed at the access points along Chambers Road.
- Traffic Impact Study and Operational Analysis: JR will conduct a traffic operational analyses using the Synchro software at all new access points and necessary intersections to support the 7A Infrastructure Improvements. JR will then prepare a traffic impact study (TIS) in compliance with Commerce City standards, which includes documenting the traffic operation results and recommending mitigated improvements to address operational issues.
- Street and Intersection Improvement Plans: JR will prepare street and intersection improvement plan and profile sheets. Plans shall include plan view, centerline elevations, curb elevations shown at each PC, PT and PRC; crosspans, and curve data table. Profile view shall give the profile of each curb flowline grade including all vertical curves stationed appropriately.
- Curb Return Profiles: JR will prepare profiles for the Chambers Road curb returns and ADA Ramp details with Elevations
- Signage and Striping Plans: JR will prepare signage and striping plans for all streets. No lighting plans or electrical design is anticipated.
- Grading, Erosion, and Sediment Control Plans: JR will prepare Grading, Erosion, and Sediment Control (GESC) Plans (Initial, Interim, and Final) in conformance with State and City agency requirements.
- Other Plan Sheets: JR will prepare the following plan sheets:
  - Survey Control Diagram
  - Suggested Traffic Control Plans

### Task 2200 - Drainage Infrastructure Plans and Report:

- Task 2201-2205 – Hydrology, Hydraulics, Retention Calculations and Final Drainage Study: JR will prepare a Final Drainage Report in conformance with City drainage criteria. The report will include the hydrologic calculations based on 7A development and any other adjacent development to the roadway infrastructure. The report will also include hydraulic calculations for swales/channels and storm sewers, and drainage maps in the appendix. Infiltration calculations will show that the proposed retention pond will infiltrate in accordance with State law. Pond conceptual alternatives exhibits will be prepared and coordinated with the City to present potential stormwater treatment/detention/retention alternatives which will inform the final design, understanding that the City will need design alternative information to approve whichever stormwater pond concept is advanced.
- Task 2207 – Final Horizontal and Vertical Design of Storm Sewer: JR will design storm sewer to service the 7A parcel. The storm sewer will work with existing and proposed utility crossings and meet City criteria with respect to horizontal and vertical alignment, hydraulic capacity, and cover requirements.
- Task 2208-2209 - General Notes and Details; Standard Drainage Details: JR will prepare general notes for the drainage infrastructure improvements, and typical and special detail sheets will also be prepared.
- Task 2210-2211 - Storm Sewer Plan and Profiles; Storm Sewer Special Structural Details: JR will prepare storm sewer construction plans in conformance with the drainage study. The hydraulic grade line will be shown within the storm sewer profiles. Special structural details are anticipated for a junction box and cutoff walls.
- Task 2212- Pond Grading and Pond Plans: JR will prepare construction plans to construct a temporary retention facility or water quality pond west of Chambers Road. A temporary retention pond is likely necessary to capture

stormwater from Chambers Road and Reunion 7A before the ultimate Second Creek water quality ponds are constructed, or the City may require temporary water quality instead. A detailed retention pond grading plan will provide elevations and earthwork volumes, in addition to spillway and riprap armament details. The pond will include a maintenance plan. Any other special/structural details will be prepared and submitted.

- Task 2250 - Stormwater Management Plans and Report: JR will prepare a stormwater management plan and report for the construction of the drainage improvements. SWMP/GESC Report and Erosion Control Plans (Initial, Interim, and Final) will be prepared in conformance with State and City agency requirements.

Task 2300 – South Adams Water and Sanitation District (SACW&SD) Submittal Package (Potable Water and Sanitary Sewer Construction Plans):

- Task 2311/2321 - Cover Sheet, Notes and Details: JR will prepare a cover sheet for the construction plan set that will show the site data, general notes, approval blocks and sheet index. A vicinity map and a plan development key will also be placed on this sheet. Typical and special detail sheets will also be prepared for non-potable water, potable water, and sanitary sewer improvements.
- Task 2312/2322 - Overall Utility Plan: JR will prepare an overall utility plan showing potable and non-potable water lines, sanitary sewer, and storm sewer.
- Task 2313- Potable Water Plan and Profile: JR will prepare potable water plan and profiles in conformance with SACW&SD standards and specifications. The plans will include service lateral locations and call-outs to all water fixtures including fire hydrants, valves, tees, and bends.
- Task 2323 - Sanitary Sewer Plan and Profile: JR will prepare plans for the design of the sanitary sewer main and connection to the west. The design will be in conformance with SACW&SD standards and specifications and will include plan and profile drawings of the sanitary sewer system.
- Task 2314/2324 – Bid Quantities and Cost Estimate: JR Engineering will prepare a tabulation of quantities for each utility as well as an engineer’s cost estimate.

## TASK 3000 – PERMITTING, AGREEMENT COORDINATION, EXHIBITS, LEGAL DESCRIPTIONS

Task 3100 - Permitting and Agreements with Stakeholders:

JR will provide permitting coordination and preparation of agreements with stakeholders, which includes the following:

- Dry Utility Coordination
- Miscellaneous coordination for utility relocations necessary along Chambers Road;
- Coordination and exhibits for new gas, electric, and telecommunication service to service the Reunion 7A Development

Task 3300 - Prepare Legal Descriptions: Legal Descriptions for crossing/right-of-entry agreements (assumed 2 legal descriptions); Prepare legal descriptions for permanent ROW and a temporary construction easement (assumed 2 legal descriptions)

Task 3400 - Final Cost Opinion:

JR will prepare quantity take-off and final cost opinion for all District infrastructure after the final submittal. An exhibit will also be prepared.



## Cost of Services Summary

The following are the summarized costs of engineering and surveying services. A Fee Schedule & Resource Allocation chart has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" to be billed on a time and material basis. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below, except for the reimbursable expenses.

### JR Engineering Services Cost:

Task	Work Item	Fee
1000	Data Collection	\$ 49,225
2000	Final Design	\$ 120,485
3000	Permitting, Agreement Coordination, Exhibits, Legal Descriptions	\$ 7,945
9000	Reimbursable Fees	\$ 2,000
	Total	\$ 179,655

## Assumptions

### Reimbursable Expenses:

The following are reimbursable expenses. A cost has been included in the above fees with the associated tasks:

1. Reproduction of all maps, drawings, and reports
2. Postage and handling costs
3. Vehicle mileage

The following are additional fees, if necessary:

1. JR has not included costs for applications and review fees for the City, SACWSD, Utility Companies, Colorado Department of Health, FEMA, or other agencies.
2. JR has not included costs for roadway electrical/lighting design other than the horizontal and vertical locations of the lights.
3. JR has not included costs for landscaping architecture design and irrigation design.
4. JR has not included costs for Construction Bidding or Construction Staking and Management Services, however costs can be provided upon request.
5. JR has not included costs for preparing Record or As-Built Drawings and electronic submittals in accordance with the approving jurisdictional standards and regulations.
6. JR has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.





Fee Schedule & Resource Allocation  
Reunion Metropolitan District  
Design Development and Final Engineering for District Infrastructure to Service Reunion Village 7A

TASKS	WORK ITEM						Sub-Consultant	Direct Expense	Totals
		Principal/Project Manager	Project Lead	Project Engineer/Surveyor	Engineer/Surveyor	Two-Man Field Survey			
		\$185	\$160	\$130	\$115	\$155	L.S.	L.S.	
<b>1000</b>	<b>Data Collection</b>								<b>\$49,225</b>
1100	Pond Infiltration Testing (AG Wassenaar)						\$1,500		\$1,500
1200	Perform Locates and Potholing (Diversified Underground)						\$10,000		\$10,000
1300	Perform Topographic and Planimetric Survey	6.0	5.0	5.0	8.0	12.0			\$5,340
1400	Prepare Base Map	2.0	8.0	8.0	10.0				\$3,840
1500	Design Development and Preliminary Cost Exhibit	6.0	6.0	16.0	16.0				\$5,990
1610	Threatened and Endangered Species Habitat Assessment (CORE)						\$3,190		\$3,190
1620	Section 404 Permits (CORE)						\$8,085		\$8,085
1630	Agency Consultation & Meetings (CORE)						\$2,860		\$2,860
1640	Traffic Study and Memo	8.0		18.0	40.0				\$8,420
<b>2000</b>	<b>Final Design (90% and 100%)</b>								<b>\$120,485</b>
<b>2100</b>	<b>Prepare Roadway Construction Plans and Reports - Commerce City Submittal</b>								<b>\$36,345</b>
2101	Title Sheet and General Notes	4.0	2.0	2.0	6.0				\$2,010
2102	Demolition Plans	1.0	2.0	4.0	6.0				\$1,715
2103	Intersection Plans (2 Sheets)	2.0	6.0	8.0	16.0				\$4,210
2104	Curb Return Profiles	2.0	3.0	6.0	12.0				\$3,010
2105	Signage and Striping Plans	2.0	2.0	4.0	12.0				\$2,590
2106	Grading, Erosion, and Sediment Control Plans (3 Phases)	2.0	4.0	4.0	20.0				\$3,830
2107	Existing Utility Plans	1.0	2.0	2.0	8.0				\$1,685
2108	Traffic Control & Construction Phasing Plans	2.0	4.0	8.0	16.0				\$3,890
2109	Detail Sheets	1.0	2.0	4.0	6.0				\$1,715
2110	Prepare 90% Cost Estimate	2.0	4.0	6.0	12.0				\$3,170
2150	Address City Comments, Prepare 100% Plans	8.0	8.0	16.0	32.0				\$8,520
<b>2200</b>	<b>Prepare Drainage Construction Plans and Reports - Commerce City Submittal</b>								<b>\$64,010</b>
2201	Hydrology Modeling based on Adjacent Development to the Roadway Infrastructure	4.0	4.0	8.0	14.0				\$4,030
2202	WQ/Retention Pond Calculations, Infiltration Calculations	2.0	4.0	8.0	20.0				\$4,350
2203	Retention and WQ Pond Alternatives and City Coordination	4.0	4.0	10.0	16.0				\$4,520
2204	Hydraulic Calculations for Storm Sewer	6.0	8.0	12.0	24.0				\$6,710
2205	Drainage Maps	4.0	6.0	12.0	16.0				\$5,100
2206	Prepare Final Drainage Report	6.0	10.0	24.0	36.0				\$9,970
2207	Final Horizontal and Vertical Design of Storm Sewer	4.0	8.0	8.0	16.0				\$4,900
2208	General Construction Notes and Typical Details	1.0	2.0	2.0	4.0				\$1,225
2209	Standard Drainage Details	1.0	2.0	2.0	4.0				\$1,225
2210	Storm Sewer Plan and Profile Sheets	4.0	4.0	8.0	16.0				\$4,260
2211	Storm Sewer Special Structural Details	2.0	4.0	4.0	6.0				\$2,220
2212	Pond Grading Plans, Spillway Details, Special Details	8.0	10.0	18.0	32.0				\$9,100
2213	Stormwater Management Plan and Report (SWMP)	4.0	8.0	16.0	20.0				\$6,400
<b>2310</b>	<b>Potable Water Line Construction Plans - SACWSD Submittal</b>								<b>\$7,845</b>
2311	Cover Sheet, Notes, and Details	1.0	2.0	2.0	4.0				\$1,225
2312	Overall Utility Plan	1.0	2.0	4.0	6.0				\$1,715
2313	Potable Waterline Plans (2 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	4.0	8.0	16.0				\$3,890
2314	Bid Quantities and Cost Estimate	3.0			4.0				\$1,015
<b>2320</b>	<b>Sanitary Sewer Construction Plans - SACWSD Submittal</b>								<b>\$12,285</b>
2321	Cover Sheet, Notes, and Details	1.0	2.0	2.0	4.0				\$1,225
2322	Overall Utility Plan	1.0	2.0	4.0	6.0				\$1,715
2323	Sanitary Sewer and Underdrain Plans (4 Sheets) (Plan and Profiles at 1"=40' Scale)	2.0	8.0	16.0	40.0				\$8,330
2324	Bid Quantities and Cost Estimate	3.0			4.0				\$1,015
<b>3000</b>	<b>Permitting, Agreement Coordination, Exhibits, Legal Descriptions</b>								<b>\$7,945</b>
3100	Permitting and Agreements with Stakeholders	8.0	6.0						\$2,440
3200	Title Commitments						\$1,000		\$1,000
3300	Legal Descriptions (Assumed Quantity 4 at \$700 each)	4.0					\$2,800		\$3,540
3400	Final Cost Opinion	1.0	2.0		4.0				\$965
<b>9000</b>	<b>Reimbursable Fees</b>								<b>\$2,000</b>
9001	Reproduction						\$500		\$500
9002	Deliveries						\$500		\$500
9003	Mileage						\$1,000		\$1,000
	<b>Total:</b>	<b>126</b>	<b>160</b>	<b>279</b>	<b>532</b>	<b>12</b>	<b>\$25,635</b>	<b>\$5,800</b>	<b>\$179,655</b>

**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/23/2020	Award of Construction and Administration Services Contracts for pond restoration for Detention Pond A at 112 <sup>th</sup> Avenue and Parkside Drive North.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a maintenance contract to the lowest responsive bidder for the following pond restoration:
  - Detention Pond A restoration, which include sediment and muck removal from the trickle channels, forebays, outlet structure, and micropools; removal of excessive riparian vegetative growth and weeds; and temporary and permanent erosion control.
2. JR Engineering is not recommending concrete trickle channel at this time. JR Engineering recommends performing the pond maintenance presented in the base bid and then assessing whether concrete trickle channel is economical or represents good value to the District based on the condition of the pond after the base bid maintenance is performed.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Brightview Landscape Development**.

**BACKGROUND INFORMATION**

- Detention Pond A was constructed in 2005-2006 based on the governing engineering design criteria at the time. The pond was constructed with an earthen bottom and earthen low-flow channels. Development in the watershed and lack of maintenance has led to the low-flow channels in the pond filling with sediment and vegetative accumulation, adversely impacting the function of the pond.
- JR Engineering obtained a bid from CDI in October 2019, which totaled \$108,145.68 to perform the pond restoration. Based on this cost, JR Engineering elected to bid the project publically and obtain competitive bids.
- JR Engineering obtained soil testing from A.G. Wassenaar in June 2020, which was performed to identify the presence of significant contamination in the pond muck. The testing determined that no contaminants above regulatory standards were present (with the

exception of arsenic, but that the arsenic levels were consistent with naturally occurring levels in Colorado). Based on these findings, the pond muck being removed from the pond is acceptable for re-use elsewhere within Reunion and does not need to be hauled offsite for special disposal. Once dried, the pond muck may be mixed with onsite soils and used as topsoil. The A.G. Wassenaar report is attached.

- The base bid is to restore Detention Pond A to working order: the maintenance contract is to remove excess sediment, vegetation, and organic muck; replace rock riprap within the pond; install temporary erosion control measures with permanent native seeding. The base bid work would restore Detention Pond A to its initial designed configuration.
- The base bid includes hauling the muck to anywhere within Reunion. A bid alternate was included for offsite haul and disposal fees, which are not needed in accordance with the A.G. Wassenaar report.
- The base bid from the lowest qualified bidder, \$63,826.00, reflects the repair of more than ten years of inadequate pond maintenance. During that time, large portions of the watershed were disturbed but undeveloped, affected by the recession, which contributed unmitigated sediment to the pond. Lack of maintained erosion and sediment control measures in the watershed allowed sediment to reach the pond and the pond was not cleaned out accordingly.
- However, now that the watershed is fully-developed, the potential for unmitigated sediment discharge into the pond is minimal. If the pond were to be restored to its original configuration (base bid) and maintained twice annually going forward (mowing, small sediment and debris removals, structure inspections, insect and odor control, herbicide treatment for weeds) for an estimated \$5,000 annually, the pond would function as intended. There may be the need for more substantial maintenance every 5-10 years (muck removal, restoration of the earthen channels, riprap restoration, sediment removal from the micropool, native seeding) which would be similar in cost to the base bid presented herein. JR Engineering's total estimated 20-year maintenance cost for Detention Pond A, including the maintenance contract presented herein, is roughly \$300,000.
- JR Engineering issued a bid alternate to ascertain the cost of installing concrete trickle channel in the pond. Current engineering criteria requires concrete trickle channel in detention ponds to promote positive drainage and reduce the potential for stagnant water. The concrete trickle channel also greatly reduces annual maintenance efforts by collecting sediment in easily-maintained areas and by reducing the buildup of nuisance vegetation as well as insects and odors.
- The total construction cost of concrete trickle channel from a different qualified low bidder is \$75,555.40. However, we now anticipate the presence of unsuitable subgrade, which would need to be removed and stabilized with rock. JR Engineering's estimated total construction cost for trickle channel, subgrade stabilization, and a concrete micropool to facilitate maintenance is \$166,930.40.
- With added concrete trickle channels, the need for maintenance would be lessened. Mowing could be less frequent and sediment would be conveyed through the pond in the trickle channel to the micropool. A concrete micropool in front of the outlet structure would catch sediment and prevent it from clogging the outlet structure and pipe. Vegetation would not obstruct the trickle channel and the presence of organic muck, insects, and aquatic odors would be limited to the micropool at the outlet structure. Infrequent maintenance would still be required at the micropool to remove sediment accrual, but the pond's potential problem



areas would be consolidated to one general location. Annual maintenance would total roughly \$500 for mowing and weed control and 5-10 year maintenance would be required at the micropool (largely consisting of sediment removal via vacuum truck). JR Engineering's total estimated 20-year maintenance cost for Detention Pond A, including the maintenance contract presented herein as well as construction costs for concrete trickle channel and micropool, is roughly \$260,000.

- The base bid restoration work to Detention Pond A is essential to restore the detention pond to working order. The concrete trickle channel bid alternate presents long-term value to the District and will reduce the potential for sediment accrual and vegetative overgrowth but is not recommended at this time.

## FINANCIAL DETAILS

Directly below are the financial details for awarding the contracts associated with this board communication:

### Landscaping Contract to Brightview

Total Contract Price to Brightview - **\$63,826.00**

15% Contingency - \$9,573.90

**Total Landscape Budget including Contingency - \$73,399.90**

### Attachments:

- Recommendation/Evaluation of Bids – Reunion Metropolitan District Detention Pond A Restoration
- A.G. Wassenaar Limited Surface Soil Sampling SEC of 112<sup>th</sup> Avenue and Parkside Drive, June 15, 2020
- Detention Pond A (112<sup>th</sup> Avenue Pond) Trickle Channel Engineer's Cost Estimate
- Detention Pond A (112<sup>th</sup> Avenue Pond) 20-Year Maintenance Cost Estimate
- Detention Pond A (112<sup>th</sup> Avenue Pond) Overall Exhibit

**RECOMMENDATION/EVALUATION OF BIDS**

**REUNION METROPOLITAN DISTRICT  
DETENTION POND A RESTORATION**

Prepared for:

Reunion Metropolitan District  
17910 E. Parkside Drive North  
Commerce City, CO 80022

Prepared by:

**JR ENGINEERING, LLC**  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112  
(303) 740-9393

July 2020



July 23, 2020

Board of Directors  
**Reunion Metropolitan District**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids  
 RMD Detention Pond A Restoration**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on June 11, 2020 for the Reunion Metropolitan District Detention Pond A Restoration Project. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project is located in Commerce City, CO at 112th Avenue and Parkside Drive North. The work consists of detention pond restoration including sediment and muck removal from the outlet structure and micropool, removal of excessive riparian vegetative growth and weeds, riprap replacement, and erosion control. Bidders were asked to provide a bid for alternate items including installing a concrete trickle channel and offsite hauling & disposal of muck.

JR Engineering received bids from 5 Contractors for the RMD Detention Pond A Restoration Project. Contractors' were required to bid on all bid schedules in their entirety. The 5 Contractors and their respective bids from lowest to highest price are as follows:

<b>CONTRACTOR</b>	<b>TOTAL BID WITHOUT ALTERNATE</b>	<b>TOTAL BID WITH ALTERNATE</b>
Brightview	<b>\$63,826.00</b>	<b>\$221,280.50</b>
CDI	<b>\$101,184.60</b>	<b>\$254,403.35</b>
WSR	<b>\$119,661.00</b>	<b>\$269,092.40</b>
Designscapes	<b>\$166,508.50</b>	<b>\$370,000.00</b>
ACC	<b>\$216,970.00</b>	<b>\$423,246.45</b>

A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.

Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance, Bid Price, and Bid Alternate.



**1. Bid Document Conformance:**

CONTRACTOR	Signed Proposal	Addendum Acknowledgement	Qualification Statement	Schedule
ACC	X	X	X	X
Brightview	X	X	X	X
CDI	X	X	X	X
Designscapes	X	X	X	X
WSR	X	X	X	X

All Contractors submitted the required bid documents.

**2. Bid Price:**

JR Engineering prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.

**3. Bid Alternate:**

JR Engineering prepared a bid alternate to obtain pricing of concrete trickle channel for Detention Pond A. The design of Detention Pond A was in conformance with the current engineering design criteria at the time, and current design practices require concrete trickle channels. The Lowest Qualified Bidder's bid alternate price is \$115,625.50 for concrete trickle channel and erosion control blanket.

JR Engineering does not recommend constructing concrete trickle channel in Detention Pond A at this time. JR Engineering's recommendation is to perform the base bid pond maintenance and later assess if concrete trickle channel would be of value to the District after the pond has been restored and is functioning as designed.



#### **4. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of the bid schedule based on the above categories for the Reunion Metropolitan District Detention Pond A Restoration Project. The bid alternate is not recommended.

CONTRACTOR	RECOMMENDATION
Brightview	Award Lowest Qualified Bidder
CDI	Second
WSR	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.

Sincerely,

**JR ENGINEERING, LLC**

Aaron Clutter, P.E.

## Attachment #1a

## REUNION METRO DISTRICT

## Pond Restoration

## Bidders Checklist

Bid Opening 1:00 p.m., June 11, 2020

COMPANY NAME	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Addendum No. 5	Signed Bid Proposal	Contractor's Qual. Statement	Preliminary Schedule	Bid Schedule - Total Bid
American Civil Constructors, LLC	✓	✓	✓	✓	✓	✓	✓	✓	\$ 423,246.45
Brightview Landscape Development, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 221,280.50
CDI Environmental Contractor	✓	✓	✓	✓	✓	✓	✓	✓	\$ 254,403.35
Colorado Designscapes, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 370,000.00
Western States Reclamation, Inc	✓	✓	✓	✓	✓	✓	✓	✓	\$ 269,092.40

Reunion Detention Pond A Restoration  
 BID TABULATION SUMMARY

Item #	Description	Quantity	Unit	ACC		Brightview		CDI		Designscapes		WSR	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
P.1	Mobilization	1	LS	\$78,000.00	\$ 78,000.00	\$ 3,185.00	\$ 3,185.00	\$ 4,400.00	\$ 4,400.00	\$ 23,140.50	\$ 23,140.50	\$ 9,420.00	\$ 9,420.00
P.2	Clearing	1	AC	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,850.00	\$ 2,850.00	\$ 30,000.00	\$ 30,000.00	\$ 7,590.00	\$ 7,590.00
P.3	Erosion Control Blanket	1,160	SY	\$ 6.55	\$ 7,598.00	\$ 2.50	\$ 2,900.00	\$ 7.15	\$ 8,294.00	\$ 5.00	\$ 5,800.00	\$ 6.10	\$ 7,076.00
P.4	Removal of Muck	1,612	CY	\$ 56.00	\$ 90,272.00	\$ 11.75	\$ 18,941.00	\$ 26.05	\$ 41,992.60	\$ 24.00	\$ 38,688.00	\$ 37.50	\$ 60,450.00
P.5	Replace Riprap (12" Depth)	316	CY	\$ 100.00	\$ 31,600.00	\$ 100.00	\$ 31,600.00	\$ 128.00	\$ 40,448.00	\$ 180.00	\$ 56,880.00	\$ 100.00	\$ 31,600.00
P.6	Seeding and Mulching	1	AC	\$ 3,500.00	\$ 3,500.00	\$ 3,700.00	\$ 3,700.00	\$ 3,200.00	\$ 3,200.00	\$ 12,000.00	\$ 12,000.00	\$ 3,525.00	\$ 3,525.00
Total Bid Without Alternate				<b>Total</b>	<b>\$ 216,970.00</b>	<b>Total</b>	<b>\$ 63,826.00</b>	<b>Total</b>	<b>\$ 101,184.60</b>	<b>Total</b>	<b>\$ 166,508.50</b>	<b>Total</b>	<b>\$ 119,661.00</b>
<b>Bid Alternate</b>													
P.7	Concrete Trickle Channel	1,891	LF	\$ 42.00	\$ 79,422.00	\$ 58.00	\$ 109,678.00	\$ 41.70	\$ 78,854.70	\$ 61.50	\$ 116,296.50	\$ 25.75	\$ 48,693.25
P.8	Erosion Control Blanket	2,379	SY	\$ 6.55	\$ 15,582.45	\$ 2.50	\$ 5,947.50	\$ 7.15	\$ 17,009.85	\$ 5.00	\$ 11,895.00	\$ 5.85	\$ 13,917.15
P.9	Removal of Muck (Offsite Haul)	1,612	CY	\$ 56.00	\$ 90,272.00	\$ 10.75	\$ 17,329.00	\$ 12.85	\$ 20,714.20	\$ 25.00	\$ 40,300.00	\$ 45.50	\$ 73,346.00
P.10	Disposal Fees	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,500.00	\$ 24,500.00	\$ 36,640.00	\$ 36,640.00	\$ 35,000.00	\$ 35,000.00	\$ 13,475.00	\$ 13,475.00
Total Bid With Alternate				<b>Total</b>	<b>\$ 423,246.45</b>	<b>Total</b>	<b>\$ 221,280.50</b>	<b>Total</b>	<b>\$ 254,403.35</b>	<b>Total</b>	<b>\$ 370,000.00</b>	<b>Total</b>	<b>\$ 269,092.40</b>





June 15, 2020

Reunion Metro District  
c/o JR Engineering  
7200 South Alton Way  
Commerce City, Colorado 80112

Attention: Michele Tom

**Subject: Limited Surface Soil Sampling**  
SEC of 112th Avenue and Parkside Drive  
Commerce City, Colorado  
Project Number 195955

Dear Ms. Tom:

As requested, AGW completed a Limited Surface Soil Sampling at the southeast corner of 112<sup>th</sup> Avenue and Parkside Drive, near the Buffalo Run development.

The surface soil sampling was intended to identify the presence or absence of significant contamination from the analytes tested in soils at the subject location. Based on the results of the sampling, it is the opinion of AGW that no further sampling is warranted at this time.

## **BACKGROUND AND SCOPE OF WORK**

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The project was completed in accordance with the scope of work outlined in AGW Proposal Number 195955. Authorization to proceed was provided by Ms. Michele Tom of JR Engineering (JRE) on May 14, 2020 by email.

At the request of the JRE, this surface soil sampling was conducted in the vicinity of a detention pond near the Buffalo Run development. The purpose of the investigation was to evaluate the potential presence of volatile organic compounds (VOCs), Semi-volatile organic compounds (SVOCs), eight (8) metals associated with the Resource Conservation and Recovery Act (RCRA 8 Metals), Diesel Range Organics (DRO), Gasoline Range Organics (GRO), Polychlorinated Biphenyls (PCBs), Pesticides, and Herbicides in soils in the location of concern.

The sampling event included the following general tasks:

- Health and Safety Plan Development
- Soil Sampling
- Laboratory Analysis and Data Interpretation

- Report Preparation

Details regarding the methods used during the project, along with a summary of the field results, laboratory results, and conclusions are presented below.

## **METHODS AND RESULTS**

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### **Health and Safety Plan Development**

AGW created a site specific Health and Safety Plan (HASP) for activities by AGW employees at the site. The plan calls for level D (lowest threat level) protection based on the anticipated chemicals of concern and their potential concentration.

### **Laboratory Supplied Sampling Containers**

Prior to conducting the drilling activities, AGW ordered required sampling containers from Origins Laboratory, Inc. (Origins) of Denver, Colorado.

### **Soil Sampling Methods**

AGW conducted the limited surface soil sampling on May 17, 2020. To conduct sampling activities, AGW used a sampling trowel to collect four (4) discrete soil samples from the detention pond.

To control potential cross-contamination, AGW cleaned the sampling trowel prior to sampling and between uses with an Alconox<sup>®</sup> detergent and municipal water solution, followed by a municipal water rinse. Additionally, the AGW field geologist wore disposable nitrile gloves during sampling to help control potential cross-contamination.

Each discrete soil sample was collected from between 0 and 8 inches below ground surface (bgs).

To allow for field screening of the soil samples with a photoionization detector (PID), AGW placed a portion of each discrete soil sample into a new sealable plastic bag. One (1) composite sample consisting of each of the four (4) discrete samples was then placed into a new laboratory-supplied glass jars for potential analytical testing.

One (1) composite soil sample consisting of the four (4) discrete samples was submitted for analytical testing. After collection, jars containing the analytical samples were immediately sealed, labeled, and placed into a cooler with ice (a preservative). On the day of collection, AGW delivered the composite sample to an independent laboratory for analytical testing. During this project, AGW followed chain-of-custody procedures in general accordance with U. S. Environmental Protection Agency (EPA) guidelines. A discussion of the laboratory methods and results is presented later in this report.

### **Soil Field Screening Methods**

A portion of each soil sample was transferred into a sealable plastic bag for field evaluation and screening with a PID. PID screening detects VOCs with an ionization potential of 10.6 electron volts



(eV) or less, including many compounds found in refined petroleum products and solvents. This instrument provides a semi-quantitative analysis.

AGW accomplished the PID screening by inserting the PID probe into the individual sealed sample bags and recording the instrument response. Generally, PID readings greater than 10 parts per million (ppm, based on calibration to isobutylene) suggest the presence of VOCs above natural background concentrations. However, elevated soil moisture, humidity, and variations in contaminant composition, temperature and soil type can bias the PID results. During this project, PID results were not above 0.0 ppm.

### Soil Analytical Methods

Following soil sample collection, AGW delivered one (1) composite soil sample to Origins in Denver, Colorado for chemical analysis. Origins analyzed the samples for VOCs by EPA Method SW846-8260B, RCRA 8 metals following EPA Method SW846-6010C and 7471B, SVOCs following EPA Method SW846-8270C, DRO by EPA Method 8015B, GRO by EPA Method 8260B, PCBs by EPA Method 8082A, Herbicides by EPA Method 8151A, and Pesticides by EPA Method 8081B.

### Soil Analytical Results

Table 1, below, summarizes the soil analytical results. A copy of the laboratory report is included in the attachments following the report.

**Table 1:  
Soil Analytical Results  
SEC of 112<sup>th</sup> Avenue and Parkside Drive  
May 17, 2020**

Sample Name	Analyte (mg/kg)	Regulatory Standards*
SS - 1	<i>RCRA 8 Metals:**</i>	
	<b>Arsenic – 7.93</b>	0.68
	Barium – 181	15,000
	Chromium – 21.1	120,000
	Lead – 16.6	400
	Mercury – 0.0383	11.0
	<i>SVOCs: **</i>	
	Bis(2-Ethylhexyl)phthalate – 0.0347	39.0
	Di-n-butylphthalate – 0.0357	6,300
	<i>VOCs: ND</i>	N/A
<i>Gasoline Range Organics: ND</i>	N/A	
<i>Diesel Range Organics: ND</i>	N/A	
<i>PCBs: ND</i>	N/A	
<i>Herbicides: ND</i>	N/A	
<i>Pesticides: ND</i>	N/A	

\*Based on EPA Regional Screening Levels (RSLs) Table, dated April 2019

\*\*Only detected analytes are listed

Analytes in **bold** exceed their respective EPA RSLs

N/A: Not applicable

ND: Not detected above laboratory detection limits



To evaluate the soil analytical results, AGW compared the identified concentrations to regulatory standards published in the EPA Regional Screening Levels (RSLs) Table, dated April 2019, which are adopted by the Colorado Department of Public Health and Environment (CDPHE).

Based on the results of the May 17, 2020 soil sampling activities, all detected analytes were below their respective RSLs, with the exception of arsenic. Due to the naturally elevated arsenic concentrations found throughout much of Colorado, the CDPHE has published a document called "Risk Management Guidance for Evaluating Arsenic Concentrations in Soil" which discusses typical background levels for arsenic in Colorado, and can be found in Attachment B.

Based on that document, the average background arsenic value for all land uses in Colorado is approximately 11 milligrams per kilogram (mg/kg). Arsenic values less than that average are typically considered naturally occurring, and do not require remedial action. The composite soil sample contained an arsenic concentration of 7.93 milligrams per kilogram (mg/kg) which does not exceed the average background value for arsenic in soil in Colorado.

## **LIMITATIONS**

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AGW's services were performed in a manner consistent with generally accepted practices of the profession undertaken under similar conditions. AGW makes no warranties, either expressed or implied regarding the findings, conclusions, or recommendations. AGW does not warrant the work of third parties that supply laboratory data, regulatory agencies, or others that supply information as part of this investigation. These services were provided based on the scope of work provided to the client and incorporate the general activities discussed. Activities in the field may alter the original scope of work slightly to accommodate unforeseen data gaps or new information.

## **CONCLUSIONS**

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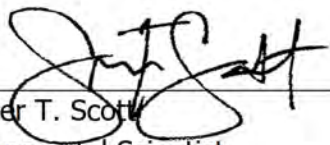
On May 17, 2020, AGW conducted a limited surface soil sampling to determine the potential impact of a detention pond in the Buffalo Run development. The sampling was conducted to evaluate the potential presence of VOCs, SVOCs, and RCRA 8 metals, PABs, DRO, GRO, Pesticides, and Herbicides in soils.

Based on the project results, no analyte concentrations greater than their respective regulatory standards were detected in SS-1, with the exception of arsenic. However, the sample contained arsenic at a concentration of 7.93 mg/kg which does not exceed the average background value for arsenic in soil in Colorado, according to the CDPHE.

This limited surface soil sampling was intended to identify the presence or absence of significant contamination from the analytes tested in soils and/or groundwater at the subject locations. AGW sampled for the most common types of contaminants based on the information provided by JRE. Based on the results of this sampling, there was no presence of significant contamination in the locations tested. Furthermore, it is the opinion of AGW that no additional sampling is warranted at this time.

Thank you for allowing AGW to assist you with these environmental consulting services. Please contact us for any clarification of the information presented in this report. We look forward to the opportunity to serve you on future projects.

Sincerely,  
A.G. WASSENAAR, INC.



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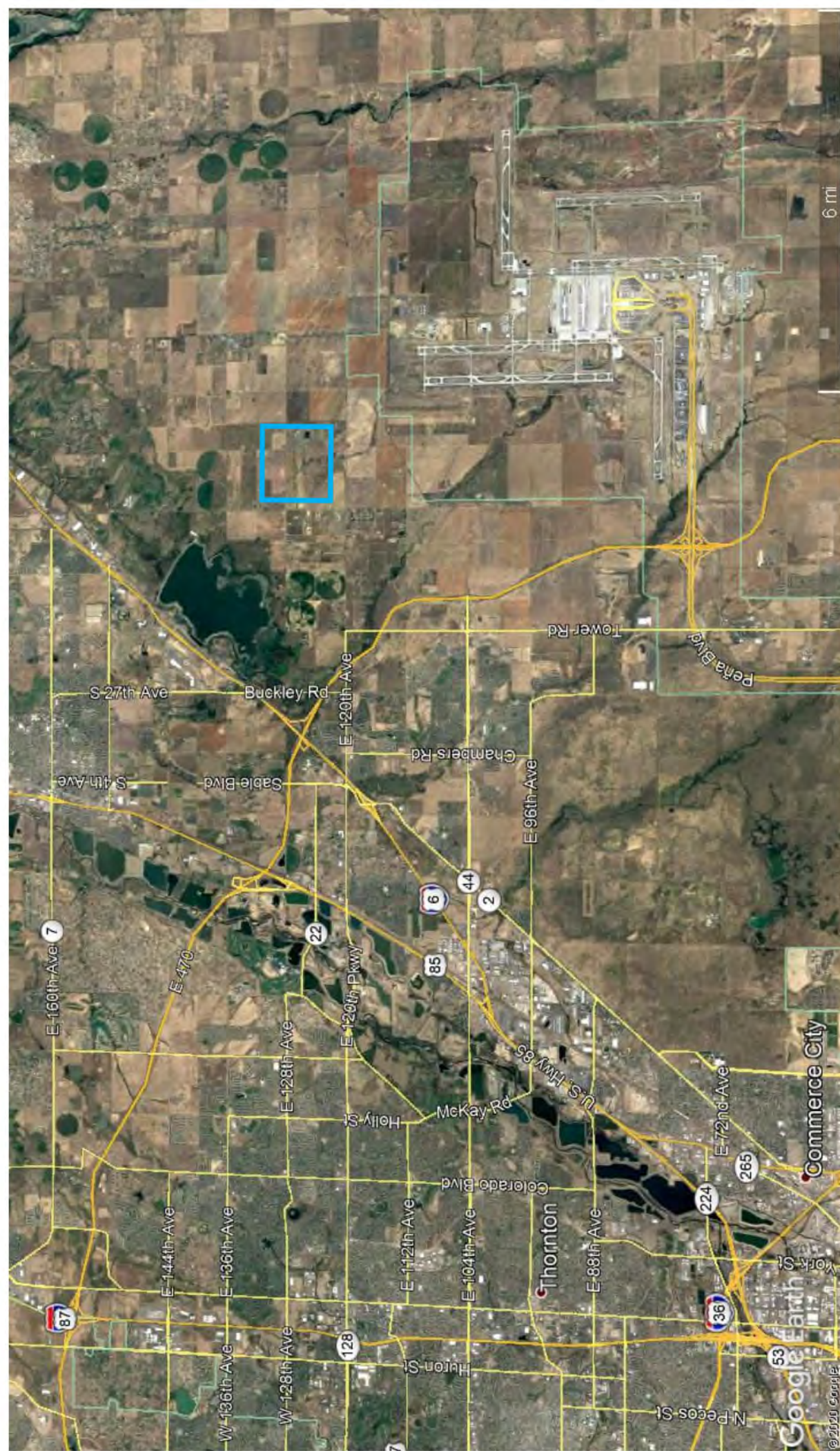
Spencer T. Scott  
Environmental Scientist



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Rachel A. Peterson, P.G.  
Environmental Department Manager





Approximate Location of  
Subject Property




<p>SEC of 112th Avenue and Parkside Drive Commerce City, Colorado</p>	<p>Project No. 195955 Figure 1 Site Map</p>
	

NOTE: ALL LOCATIONS ARE APPROXIMATE





**Discrete  
Sampling Locations**

<p>SEC of 112th Avenue and Parkside Drive Commerce City, Colorado</p>	<p>Project No. 195955 Figure 1 Sampling Map</p>
	

NOTE: ALL LOCATIONS ARE APPROXIMATE



**Project:** 112th Avenue Detention Pond  
**Description:** Concrete Trickle Channel Retrofit  
**Project No:** 14421.15  
**Date:** 7/22/2020  
**Prepared by:** JR Engineering

### Engineer's Estimate of Probable Cost

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization	1	LS	\$ 9,420.00	\$ 9,420.00
2	Unclassified Excavation*	740	CY	\$ 10.00	\$ 7,400.00
3	Type M Soil Riprap (24" Depth) (Trickle Channel Stabilization)*	665	CY	\$ 115.00	\$ 76,475.00
4	Concrete Trickle Channel (4 Foot, with Fibermesh)	1,891	LF	\$ 25.75	\$ 48,693.25
5	Concrete Micropool*	1	LS	\$ 7,500.00	\$ 7,500.00
6	Erosion Control Blanket	2,379	SY	\$ 5.85	\$ 13,917.15
7	Seeding & Mulching	1	AC	\$ 3,525.00	\$ 3,525.00
<b>HARD COSTS SUBTOTAL:</b>					<b>\$ 166,930.40</b>
*Denotes Engineer's Estimated Cost.					
				ENGINEERING	8.00% \$ 13,354.43
				CONSTRUCTION SURVEYING	1.75% \$ 2,921.28
				CONSTRUCTION OVERSIGHT	5.00% \$ 8,346.52
<b>SUBTOTAL:</b>					<b>\$ 191,552.63</b>
				CONTINGENCY	10% \$ 19,155.26
<b>TOTAL:</b>					<b>\$ 210,707.90</b>

Reunion Metropolitan District  
 112th Avenue Detention Pond  
 20-Year Projected Maintenance Costs  
 July 23, 2020

<u>Maintenance Only</u>	
Restoration (low bid)	\$ 63,826.00
Annual Maintenance <sup>1</sup>	\$ 5,000.00
5-Year Maintenance <sup>2</sup>	\$ 35,000.00
<hr/>	
Total 20-year Maintenance:	\$ 303,826.00

<u>Maintenance with Concrete Trickle Channel</u>	
Restoration (low bid)	\$ 63,826.00
Concrete Trickle Channel <sup>3</sup>	\$ 166,930.40
Annual Maintenance <sup>4</sup>	\$ 500.00
5-Year Maintenance <sup>5</sup>	\$ 5,000.00
<hr/>	
Total 20-year Maintenance:	\$ 260,756.40

<sup>1</sup> Includes mowing, small sediment and debris removals, structure inspections, insect and odor control, herbicide treatment for weeds.

<sup>2</sup> Includes muck removal, restoration of the earthen channels, riprap restoration, sediment removal from the micropool, native seeding.

<sup>3</sup> Total estimated hard construction cost for concrete trickle channel, subgrade stabilization, concrete micropool, mobilization, and site stabilization.

<sup>4</sup> Includes mowing, structure inspections, herbicide treatment for weeds.

<sup>5</sup> Includes sediment removal from the micropool.



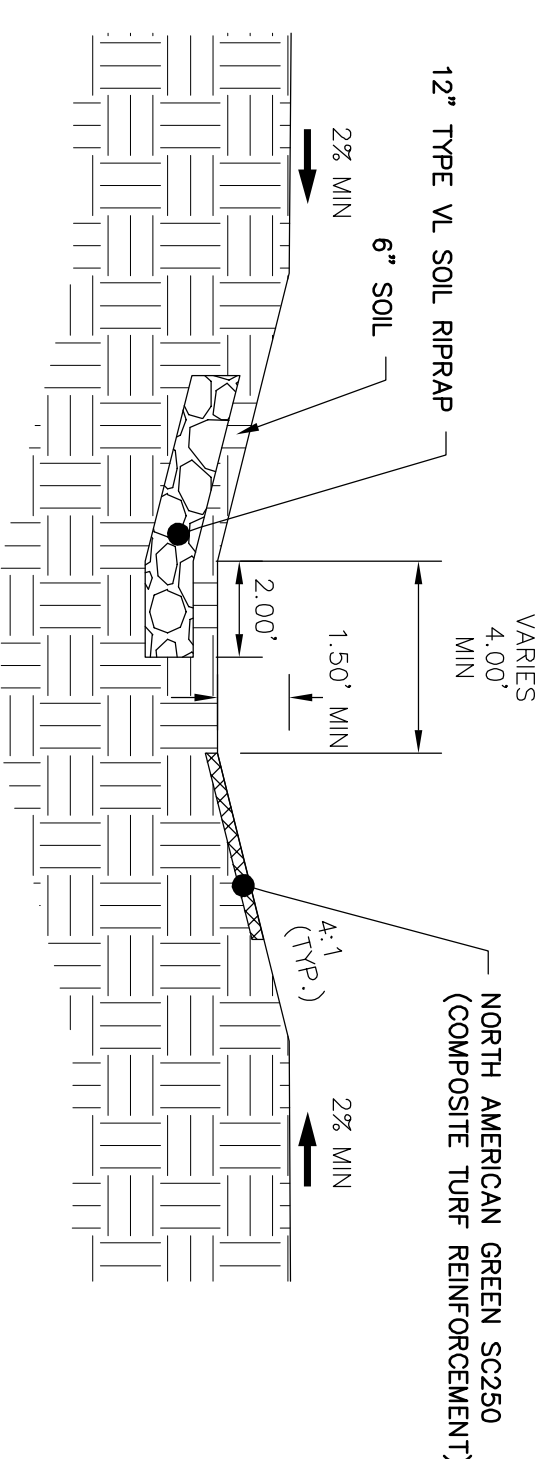
# REUNION METRO DISTRICT SERVICE PLAN

## POND TRICKLE CHANNEL MAINTENANCE EXHIBIT

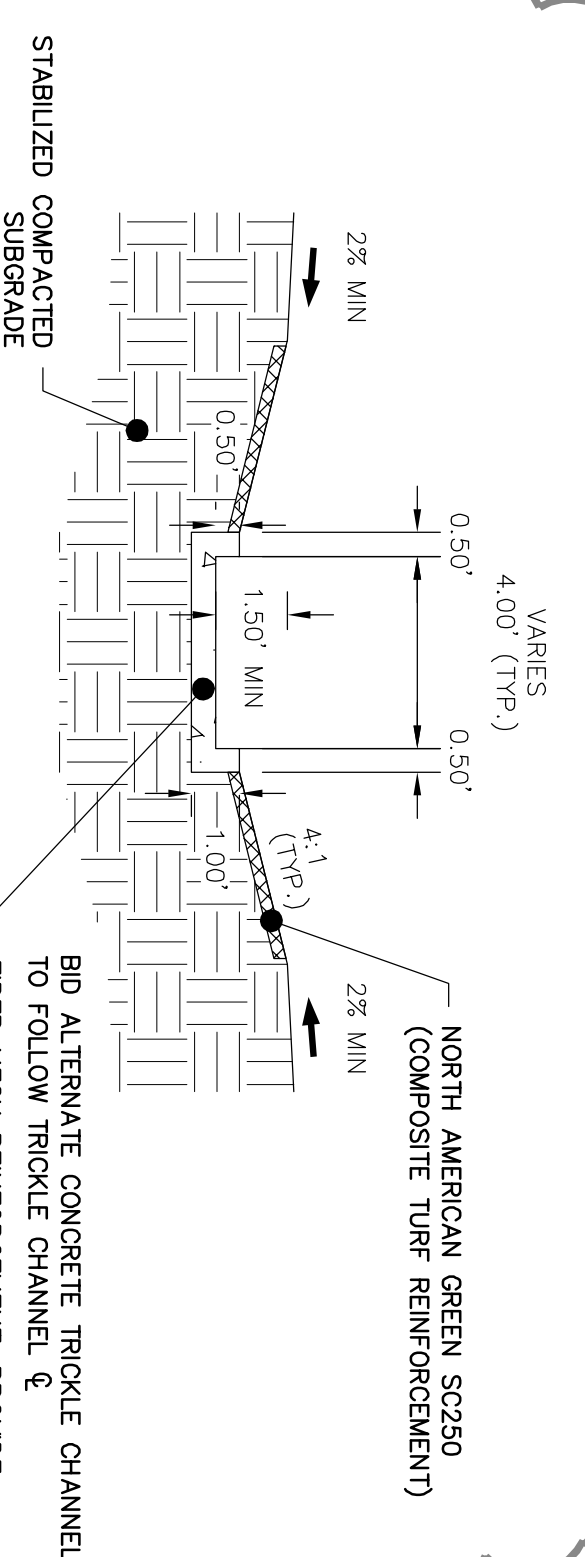


**LEGEND**

	PROPOSED EROSION CONTROL BLANKET
	REMOVE AND REPLACE RIPRAP
	PROPOSED SEEDING AND MULCHING
	BID ALTERNATE-PROPOSED TRICKLE CHANNEL CENTERLINE

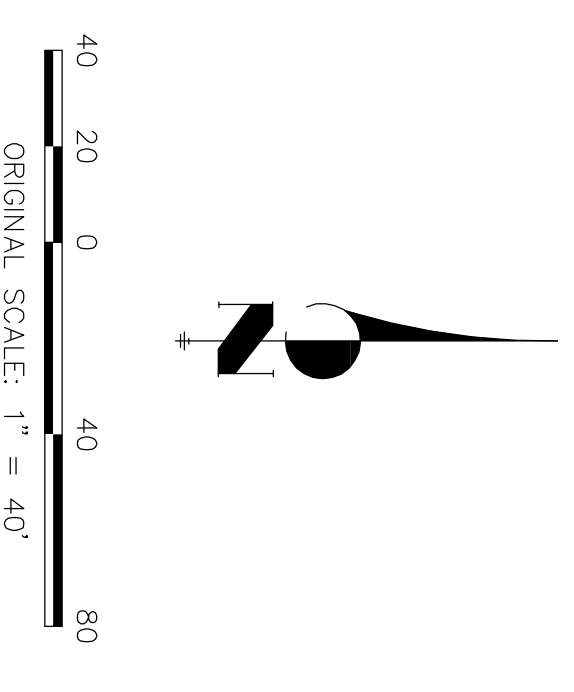


**TRICKLE CHANNEL SECTION**  
SCALE: 1"=4'



**CONCRETE TRICKLE CHANNEL SECTION**  
SCALE: 1"=4'

**BID ALTERNATE**



REUNION METRO DISTRICT SERVICE  
 PLAN TRICKLE CHANNEL MAINTENANCE  
 JOB NO. 14421.15  
 6/1/20  
 SHEET 1 OF 1



A Westman Company

Central 303-740-5333 • Colorado Springs 719-593-2833  
 Fort Collins 970-491-8888 • www.jrengineering.com





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO.           03          

DATED:   July 23, 2020  

CONTRACT FOR: Reunion 112<sup>th</sup> Avenue Phase 1 Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Hudick Excavating INC dba HEI Civil    AGREEMENT DATE: December 16, 2019

#### Justifications:

- **DCN #11:** Changes to the outlet structure and trickle channel in detention Pond 7A.
- **DCN #12:** Changes to the WP07 pipe alignment for the proposed 16" water line at Chambers Road and 112th Avenue
- **DCN #13:** Changes in flow line elevations at Kalispell Street.
- **FCN #9:** Lowering the existing 16" potable water line west of Kallispell Street in 112th Avenue
- **FCN #10:** Changes to the scope of work to include landscape irrigation sleeving
- **FCN #12:** Change to the irrigation line tie-in at Mobile Street
- **FCN #13:** Provide direction for HEI Civil on the existing silt fence on the south side of 112<sup>th</sup> Avenue east of HEI's construction trailer
- **FCN #15:** Document a blow off valve relocation made by HEI.
- **FCN #16:** Provide direction for HEI Civil on the proposed landscaped median in Parkside Drive North
- **FCN #17:** Provide direction for HEI Civil on the existing air vac vaults located in 112<sup>th</sup> Avenue and Chambers Road.
- **FCN #18:** Provide direction for HEI Civil on the premium seed mix required by the golf course north of 112th along the driving range to the pond outfall.
- **FCN #19:** Provide direction for HEI Civil on the installation of receptacles for the parking lot light poles requested by Buffalo Run Golf Course
- **FCN #22:** Provide direction for HEI Civil on the curb that was placed to design grade near the western portion of the Buffalo Golf Course entrance.

Paying Parties:		Commerce City/Reunion	Commerce City	Commerce City	Reunion	Reunion	SACW&SD		
DCN/FCN Number	Change Order Number	Sch A	Sch B	Sch C	Sch D	Sch E	Sch F	Total	Notes
DCN #11	03	\$ -	\$ -	\$ -	\$ -	\$ (510.00)	\$ -	\$ (510.00)	
DCN #12	03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No Cost Change
DCN #13	03	\$ -	\$ 2,686.25	\$ -	\$ -	\$ -	\$ -	\$ 2,686.25	
FCN #9	03	\$ -	\$ -	\$ -	\$ 16,212.00	\$ -	\$ -	\$ 16,212.00	
FCN #10	03	\$ -	\$ 4,585.00	\$ 1,667.50	\$ 9,360.00	\$ -	\$ -	\$ 15,612.50	
FCN #12	03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No Cost Change
FCN #13	03	\$ -	\$ -	\$ -	\$ 1,156.25	\$ -	\$ -	\$ 1,156.25	
FCN #15	03	\$ -	\$ -	\$ -	\$ 5,712.29	\$ -	\$ -	\$ 5,712.29	
FCN #16	03	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	
FCN #17	03	\$ -	\$ -	\$ -	\$ 17,324.00	\$ -	\$ -	\$ 17,324.00	
FCN #18	03	\$ 1,852.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,852.95	
FCN #19	03	\$ -	\$ -	\$ 3,681.00	\$ -	\$ -	\$ -	\$ 3,681.00	
FCN #22	03	\$ -	\$ -	\$ 3,687.50	\$ -	\$ -	\$ -	\$ 3,687.50	
<b>CO Total:</b>		<b>\$ 1,852.95</b>	<b>\$ 7,271.25</b>	<b>\$ 9,036.00</b>	<b>\$ 52,464.54</b>	<b>\$ (510.00)</b>	<b>\$ -</b>	<b>\$ 70,114.74</b>	
Original Contract		\$ 2,431,734.65	\$ 1,935,615.50	\$ 479,781.00	\$ 2,069,734.00	\$ 515,354.75	\$ 805,948.55	\$ 8,238,168.45	
CO 01		\$ (52,445.52)	\$ 7,065.00	\$ 8,079.00	\$ (43,171.87)	\$ -	\$ (4,085.00)	\$ (84,558.39)	
CO 02		\$ 2,082.50	\$ 54,254.59	\$ -	\$ 2,580.50	\$ 5,068.83	\$ 11,580.00	\$ 75,566.42	
CO 03		\$ 1,852.95	\$ 7,271.25	\$ 9,036.00	\$ 52,464.54	\$ (510.00)	\$ -	\$ 70,114.74	
<b>New Contract Value</b>		<b>\$ 2,383,224.58</b>	<b>\$ 2,004,206.34</b>	<b>\$ 496,896.00</b>	<b>\$ 2,081,607.17</b>	<b>\$ 519,913.58</b>	<b>\$ 813,443.55</b>	<b>\$ 8,299,291.22</b>	

Enclosures:

**DCN #11 - Outlet Pipe for Pond 7A\_Issued 5.29.2020.pdf**

**DCN #12 - WP07 Waterline Alignment at Chambers\_Issued 6.12.2020.pdf**

**DCN #13 - Change in FLOW Line Elevation at Kalispell\_Issued 6.24.2020.pdf**

**FCN #9 - 16-Inch Waterline Conflict\_Issued 2020-04-23**  
**FCN #2 - Additional Concrete for BRGC Range Tee\_Issued 2020-03-25.pdf**

**FCN #10 - Landscape Irrigation Sleeving\_Issued 2020-04-23**  
**FCN #5 - 3-Inch Irrigation Line Conflict\_Issued 2020-04-03.pdf**

**FCN #12 - Mobile Street Irrigation Tie-In\_Issued 5.28.2020.pdf**

**FCN #13 - Relocation of Silt Fence for UP Work\_Issued 5.29.2020.pdf**

**FCN #15 - Blow Off Valve in Proposed Curb Line\_Issued 6.10.2020.pdf**

**FCN #16 - Median Elevation at Parkside\_Issued 6.16.2020.pdf**

**FCN #17 - Existing Vault Elevation\_Issued 6.29.2020.pdf**

**FCN #18 - Premium Seed Mix\_Issued 6.30.2020.pdf**

**FCN #19 - Parking Lot Pole Receptacles\_Issued 7.15.2020.pdf**

**FCN #22REV - BRGC Entrance C&G\_Issued 7.17.2020.pdf**

**Change to CONTRACT PRICE:**

Original CONTRACT PRICE:.....**\$ 8,238,168.45**

Previous CHANGE ORDERS:.....**\$ (\$8,991.97)**

The CONTRACT PRICE due to this CHANGE ORDER will be increased/(decreased) by: **\$70,114.74**

The new CONTRACT PRICE including this CHANGE ORDER will be:.....**\$ 8,299,291.22**

Contract Time:

Original Contract Completion Date (270 Calendar Days): September 11, 2020

Change in Contract Completion Date due to previous Change Orders: 10 days

Change in Contract Completion Date due to this Change Order: \_\_\_\_\_

New Contract Completion Date: September 21, 2020

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN  
DISTRICT

HEI CONTRACTORS

\_\_\_\_\_  
District Board Representative

*Josh Hollander*  
\_\_\_\_\_  
Josh Hollander  
Project Manager



**JR ENGINEERING**

## CHANGE ORDER RECOMMENDATION

### Reunion Metropolitan District

CHANGE ORDER NO.           03          

DATED:   July 17, 2020  

CONTRACT FOR: Reunion 112<sup>th</sup> Avenue Phase 1 Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Hudick Excavating INC dba HEI Civil    AGREEMENT DATE: December 16, 2019

#### Justifications:

- **DCN #11:** Changes to the outlet structure and trickle channel in detention Pond 7A.
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Paying Parties:		Commerce City/Reunion	Commerce City	Commerce City	Reunion	Reunion	SACW&SD		
DCN/FCN Number	Change Order Number	Sch A	Sch B	Sch C	Sch D	Sch E	Sch F	Total	Notes
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DCN #12	03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No Cost Change
DCN #13	03	\$ -	\$ 2,686.25	\$ -	\$ -	\$ -	\$ -	\$ 2,686.25	
FCN #9	03	\$ -	\$ -	\$ -	\$ 16,212.00	\$ -	\$ -	\$ 16,212.00	
FCN #10	03	\$ -	\$ 4,585.00	\$ 1,667.50	\$ 9,360.00	\$ -	\$ -	\$ 15,612.50	
FCN #12	03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No Cost Change
FCN #13	03	\$ -	\$ -	\$ -	\$ 1,156.25	\$ -	\$ -	\$ 1,156.25	
FCN #15	03	\$ -	\$ -	\$ -	\$ 5,712.29	\$ -	\$ -	\$ 5,712.29	
FCN #16	03	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	
FCN #17	03	\$ -	\$ -	\$ -	\$ 17,324.00	\$ -	\$ -	\$ 17,324.00	
FCN #18	03	\$ 1,852.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,852.95	
FCN #19	03	\$ -	\$ -	\$ 3,681.00	\$ -	\$ -	\$ -	\$ 3,681.00	
FCN #22	03	\$ -	\$ -	\$ 3,687.50	\$ -	\$ -	\$ -	\$ 3,687.50	
<b>CO Total:</b>		<b>\$ 1,852.95</b>	<b>\$ 7,271.25</b>	<b>\$ 9,036.00</b>	<b>\$ 52,464.54</b>	<b>\$ (510.00)</b>	<b>\$ -</b>	<b>\$ 70,114.74</b>	
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Enclosures:

- DCN #11 - Outlet Pipe for Pond 7A\_Issued 5.29.2020.pdf**
- DCN #12 - WP07 Waterline Alignment at Chambers\_Issued 6.12.2020.pdf**
- DCN #13 - Change in FLOW Line Elevation at Kalispell\_Issued 6.24.2020.pdf**

- FCN #9 - 16-Inch Waterline Conflict\_Issued 2020-04-23**
- FCN #2 - Additional Concrete for BRGC Range Tee\_Issued 2020-03-25.pdf**
- FCN #10 - Landscape Irrigation Sleeving\_Issued 2020-04-23**
- FCN #5 - 3-Inch Irrigation Line Conflict\_Issued 2020-04-03.pdf**
- FCN #12 - Mobile Street Irrigation Tie-In\_Issued 5.28.2020.pdf**
- FCN #13 - Relocation of Silt Fence for UP Work\_Issued 5.29.2020.pdf**
- FCN #15 - Blow Off Valve in Proposed Curb Line\_Issued 6.10.2020.pdf**
- FCN #16 - Median Elevation at Parkside\_Issued 6.16.2020.pdf**
- FCN #17 - Existing Vault Elevation\_Issued 6.29.2020.pdf**
- FCN #18 - Premium Seed Mix\_Issued 6.30.2020.pdf**
- FCN #19 - Parking Lot Pole Receptacles\_Issued 7.15.2020.pdf**
- FCN #22REV - BRGC Entrance C&G\_Issued 7.17.2020.pdf**

**Change to CONTRACT PRICE:**

Original CONTRACT PRICE:.....**\$ 8,238,168.45**  
 Previous CHANGE ORDERS:.....**\$ (\$8,991.97)**  
 The CONTRACT PRICE due to this CHANGE ORDER will be increased/(decreased) by: **\$70,114.74**  
 The new CONTRACT PRICE including this CHANGE ORDER will be:.....**\$ 8,299,291.22**

Contract Time:

Original Contract Completion Date (270 Calendar Days): September 11, 2020

Change in Contract Completion Date due to previous Change Orders: 10 days

Change in Contract Completion Date due to this Change Order: \_\_\_\_\_

New Contract Completion Date: September 21, 2020

Contractor Signature:

Josh Hollander  
HEI (Hudick Excavating Inc)

BY: Josh Hollander - Project Manager

Date: 07/23/2020

Reviewed by:

Joseph Fritz  
PROJECT MANAGER / CONTOUR SERVICES

BY: Joseph Fritz - Project Manager

Date: July 17, 2020

**DESIGN CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE E** PROJECT NO. **14421.50** DESIGN CHANGE NO. **11**

DRAWING NO. **E. 112<sup>th</sup> Avenue Improvements Phase 1 Sheets: 47, 48, 56, 57**

OTHER

ENGINEERING "HOLD" PLACED ON CONSTRUCTION ACTIVITIES IN AREA DEFINED HEREIN

PENDING RECEIPT OF FORMALLY REVISED DOCUMENT(S) AND/OR REVISED DCN, PER SIGNATURE REQUIRED

RELEASED FOR CONSTRUCTION ON BASIS OF MODIFICATION(S) PRESCRIBED BY THIS DCN

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Design Change Notification is to provide direction for HEI Civil on changes to the outlet structure and trickle channel in detention Pond 7A. It was discovered that HEI constructed the outlet pipe for Pond 7A approximately 8.4' to the southwest of the intended design location. The trickle channel and outlet structure had to be revised due to this error. The following are the general descriptions of changes that have occurred to the Construction Set Plans for Bid Schedule E. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this DCN. The Contractor shall be compensated for the work as shown in the table below. DCN's shall be added to the Contract by signed change order.

**Quantity Changes:**

- a. E16 – Trickle Channel (4 Foot)
  - i. QT Change = -10 LF

**Summary of Plan Sheet Changes:**

## Sheet 47

- Revised the outlet structure location
  - Revised pipe layout from the outlet structure based on as-built information
- Revised trickle channel layout upstream of the outlet structure and raised the trickle channel invert at the outlet structure
  - Flattened the DP06 and DP07 slopes, updated trickle channel lengths and intersections
  - Applied a 2' radius where the trickle channel curb heads intersect
- DP06 and DP07 stationing has changed based on trickle channel changes
- Updated the line/curve table
  - Added missing curve (C16) and line (L17) callouts on DP06 trickle channel

## Sheet 48

- Revised trickle channel layout upstream of the outlet structure and raised the trickle channel invert at the outlet structure
  - Updated point table
- Updated the points along the toe of the pond
- Updated elevation at points 310 and 312 of the maintenance trail

## Sheet 56

- Raised the trickle channel and outlet structure
  - Revised trickle channel layout in plan view
- Revised the 14"x23" HERCP pipe
  - Raised invert based on as-built information
  - Applied skew at outlet structure connection

## Sheet 57

- Revised plan and profile views to reflect changes made on sheet 56
- Revised discrepancies found with sheet 56
  - Plan View – footing layout
  - Profile View - removed concrete shown below the 2" vertical orifice
  - Section View – footing callout and opening dimension

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule E - REUNION</b>					
E16	Trickle Channel (4 Foot)	(10)	LF	\$ 51.00	\$ (510.00)
				<b>Total Costs</b>	<b>\$ (510.00)</b>

( \* ) Indicates New Item

---

<hr/>	<input type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<hr/>	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<hr/>	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<hr/>	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
<hr/>	<input type="checkbox"/> OTHER

PER DESCRIPTION LISTED ABOVE

---

**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)

---

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_


ORIGINATOR: **JR ENGINEERING**      DATE 5/26/2020

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DISTRIBUTION (Check as applicable)

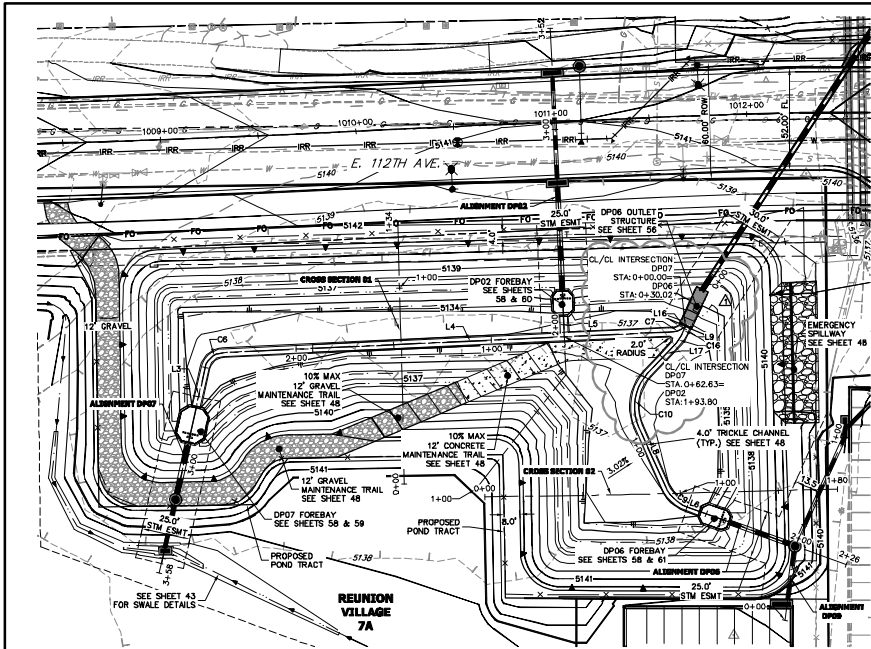
- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill/ Joshua Hollander
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

5/29/2020  
Date

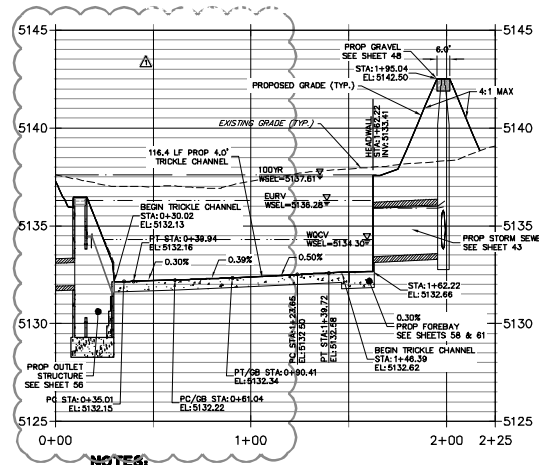
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FULL SPECTRUM  
DETENTION POND 7A  
SCALE: 1"=30'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	74°48'42"	10.00'	13.09'
C7	30°52'43"	8.00'	4.31'
C8	46°02'29"	30.00'	16.07'
C10	27°14'48"	25.00'	28.37'
C16	18°55'16"	15.00'	4.95'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S12°34'15"W	20.17'
L4	S87°20'59"W	230.39'
L5	S02°39'01"E	8.54'
L6	S70°00'17"E	7.00'
L8	S23°57'44"E	38.24'
L9	N24°30'50"E	4.99'
L16	S58°28'15"W	2.53'
L17	S43°20'51"W	21.08'



**NOTES:**

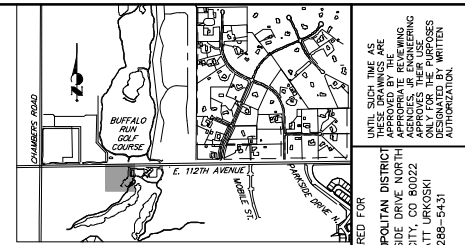
1. ALL STATIONING IS PIPE CENTERLINE UNLESS OTHERWISE NOTED. ALL TYPE R INLET STATION CALL OUTS ARE TO THE CENTER OF THE INLET AND ARE FROM ADJACENT STORM PIPE CENTERLINE STATIONING. ALL STATION EQUALITY CALL OUTS ARE FROM THE ADJACENT ROAD CENTERLINE TO THE MIDDLE OF THE INLET AT FLOWLINE.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. PIPE LENGTHS ARE FROM INSIDE INLET WALL TO INSIDE INLET WALL FROM CENTER OF MANHOLE TO INSIDE INLET WALL, OR FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. PIPE LENGTHS INCLUDE FES.
4. ALL ON-GRADE INLETS ARE TO MATCH TBC ELEVATIONS AT EACH END, FOLLOWING STREET GRADES.
5. ALL FES'S SHALL HAVE TRASH RACKS INSTALLED AND JOINT RESTRAINTS SHALL BE INSTALLED ON THE LAST 25 FEET OF PIPE.
6. PIPE BEDDING SHALL CONFORM TO CITY OF COMMERCE CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS.
7. FOR CONCRETE FLARED END SECTION & MANHOLE DETAILS, SEE CDOT M&S STANDARDS M-603-10 & M-604-20

**BENCHMARK**

THE BENCHMARK USED FOR THIS SITE IS ADAMS COUNTY CONTROL POINT 95.0106, BEING A 3-1/4" ALUMINUM CAP STAMPED "NS 0186 1995" SET IN CONCRETE, LOCATED NORTHWEST OF THE INTERSECTION OF CHAMBERS ROAD AND EAST 112TH AVENUE, 137' NORTH OF THE CENTER LINE OF EAST 112TH AVENUE, AND 30' WEST OF THE CENTER LINE OF CHAMBERS ROAD, WITH AN ELEVATION OF 5143.89 (NAVD 1988 USPT)

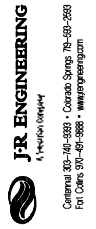
**NOTES**

1. MAXIMUM SLOPE IS 3:1 UNLESS OTHERWISE NOTED.
2. TYPICALLY MAXIMUM SLOPES ARE 4:1.
3. MINIMUM LONGITUDINAL GRADE IS 0.5%.
4. POND CROSS SLOPE GRADE IS 2.0%-3.0%.
5. MAXIMUM DRIVEWAY GRADE IS 10%.
6. ALL SOIL EMBANKMENT ON THE SITE SHALL BE CONSTRUCTED WITH MOISTURE AND DENSITY CONTROL. ALL EMBANKMENTS MUST BE COMPACTED TO 95% STANDARD PROCTOR COMPACTION.
7. PROVIDE JOINTS AT TEN FEET ON CENTER ALONG CONCRETE TRICKLE CHANNEL.

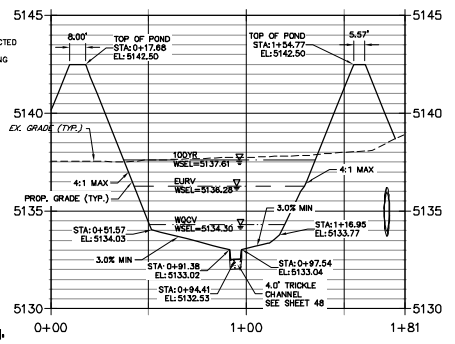
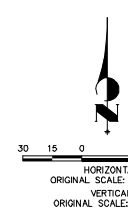
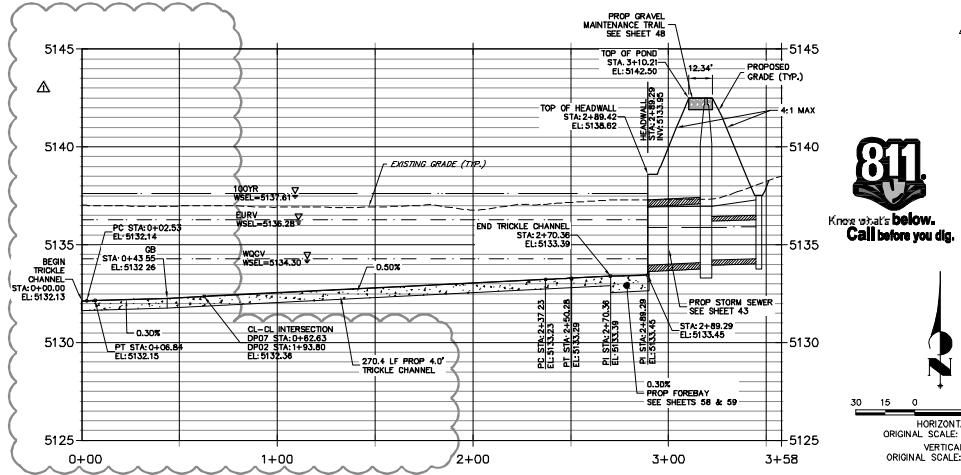
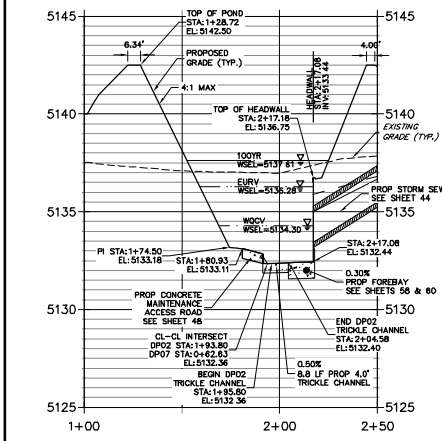


UNLIT SUCH TIME AS APPROVED BY THE REVISION METROPOLITAN DISTRICT 17910 E PARKSIDE DRIVE NORTH COMMERCE CITY, CO 80222 APPROVES THEIR USE. THESE REVISED SHEETS ARE NOT TO BE USED WITHOUT AUTHORIZATION.

PREPARED FOR  
REUNION VILLAGE 7A  
17910 E PARKSIDE DRIVE NORTH  
COMMERCE CITY, CO 80222  
A  
(303) 288-5431



DATE	BY	DATE	BY
5/29/20	KAU		



**BASIS OF BEARING:**

THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR N89°25'52"E A DISTANCE OF 2824.86 FEET, MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER BY A 3-1/4" ALUMINUM CAP IN RANGE BOX LS 20516 AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER BY A 3-1/4" ALUMINUM CAP IN RANGE BOX LS 28606

**ENGINEER'S STATEMENT**

PREPARED UNDER MY DIRECT SUPERVISION  
  
 AARON LEE CLUTTER, P.E.  
 COLORADO NO. 36742  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC.

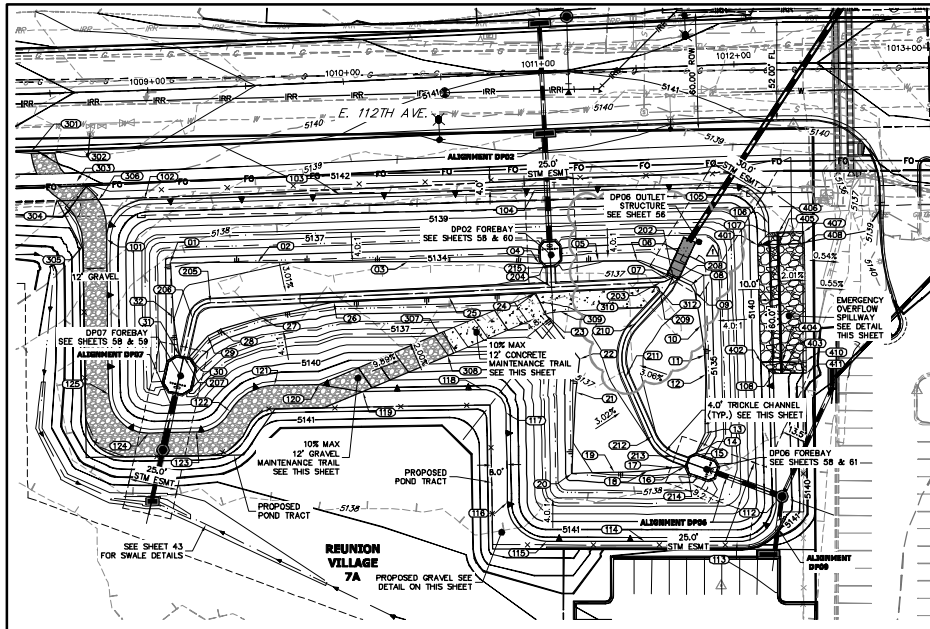


NO.	REVISION	DATE	BY
1	1	9/26/19	KAU

E. 112TH AVENUE  
IMPROVEMENTS PHASE 1  
POND PLAN & PROFILES

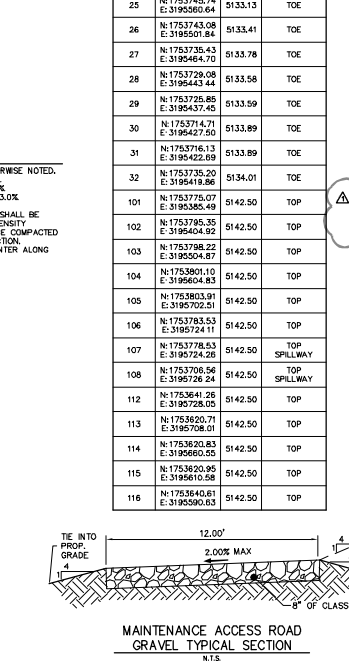
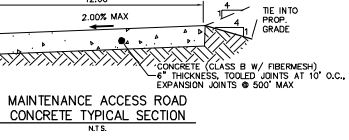
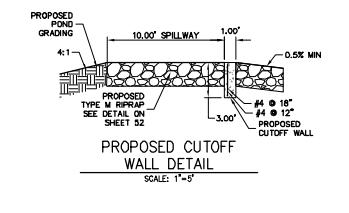
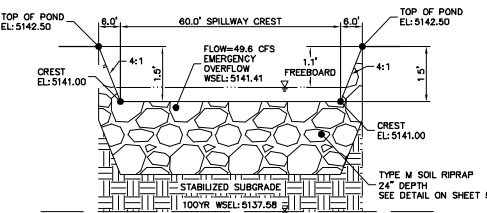
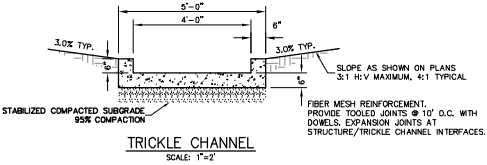
SHEET 47 OF 212  
JOB NO. 14421.50





**FULL SPECTRUM  
DETENTION POND 7A  
PLAN VIEW**  
SCALE: 1"=30'

**BASIS OF BEARING.**  
THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR N89°23'52" E A DISTANCE OF 2624.86 FEET, MONUMENTED AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER BY A 3-1/4" ALUMINUM CAP IN RANGE BOX LS 23016 AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER BY A 3-1/4" ALUMINUM CAP IN RANGE BOX LS 26606



**POINT TABULATION**

PT. NO.	NORTHING EASTING	ELEV.	DESCRIPTION
01	N:1753763.18 E:3195418.15	5134.37	TOE
02	N:1753763.45 E:3195442.31	5134.11	TOE
03	N:1753763.75 E:3195539.46	5133.63	TOE
04	N:1753762.72 E:3195606.75	5133.18	TOE
05	N:1753764.12 E:3195753.05	5133.62	TOE
06	N:1753763.93 E:3195676.79	5132.84	TOE
07	N:1753754.83 E:3195684.32	5132.70	TOE
08	N:1753754.83 E:3195684.32	5132.70	TOE
09	N:1753748.27 E:3195696.34	5132.81	TOE
10	N:1753731.24 E:3195689.37	5133.47	TOE
11	N:1753776.02 E:3195699.18	5133.85	TOE
12	N:1753706.19 E:3195692.05	5133.95	TOE
13	N:1753678.09 E:3195688.32	5133.62	TOE
14	N:1753664.01 E:3195687.07	5133.92	TOE
15	N:1753664.12 E:3195688.32	5134.00	TOE
16	N:1753659.13 E:3195681.32	5133.12	TOE
17	N:1753658.36 E:3195675.14	5133.17	TOE
18	N:1753658.89 E:3195685.24	5133.32	TOE
19	N:1753656.00 E:3195645.15	5133.72	TOE
20	N:1753655.57 E:3195623.34	5134.27	TOE
21	N:1753697.01 E:3195625.55	5133.36	TOE
22	N:1753715.94 E:3195627.17	5133.34	TOE
23	N:1753736.80 E:3195609.97	5133.13	TOE/ MAINT. TRAIL
24	N:1753747.73 E:3195604.97	5132.92	TOE/ MAINT. TRAIL
25	N:1753745.74 E:3195580.64	5133.13	TOE
26	N:1753743.08 E:3195501.84	5133.41	TOE
27	N:1753738.43 E:3195464.70	5133.78	TOE
28	N:1753728.08 E:3195443.44	5133.58	TOE
29	N:1753725.85 E:3195437.45	5133.59	TOE
30	N:1753714.71 E:3195427.50	5133.89	TOE
31	N:1753716.13 E:3195422.89	5133.89	TOE
32	N:1753735.20 E:3195418.86	5134.01	TOE
101	N:1753775.07 E:3195395.49	5142.50	TOP
102	N:1753795.35 E:3195404.92	5142.50	TOP
103	N:1753768.22 E:3195504.87	5142.50	TOP
104	N:1753801.10 E:3195604.83	5142.50	TOP
105	N:1753801.91 E:3195702.51	5142.50	TOP
106	N:1753783.53 E:3195724.11	5142.50	TOP
107	N:1753788.53 E:3195724.26	5142.50	TOP
108	N:1753708.36 E:3195728.24	5142.50	TOP
112	N:1753641.26 E:3195728.05	5142.50	TOP
113	N:1753620.71 E:3195708.01	5142.50	TOP
114	N:1753620.83 E:3195660.55	5142.50	TOP
115	N:1753620.95 E:3195610.08	5142.50	TOP
116	N:1753640.81 E:3195590.83	5142.50	TOP

**POINT TABULATION**

PT. NO.	NORTHING EASTING	ELEV.	DESCRIPTION
117	N:1753686.85 E:3195589.85	5142.50	TOP
118	N:1753698.44 E:3195597.85	5142.50	TOP
119	N:1753697.40 E:3195616.64	5142.50	TOP/ MAINT. TRAIL
120	N:1753701.02 E:3195494.37	5142.50	TOP/ MAINT. TRAIL
121	N:1753700.64 E:3195471.30	5142.50	TOP
122	N:1753687.28 E:3195448.68	5142.50	TOP
123	N:1753676.61 E:3195451.30	5142.50	TOP
124	N:1753676.20 E:3195406.96	5142.50	TOP
125	N:1753695.91 E:3195408.62	5142.50	TOP
202	N:1753756.03 E:3195675.03	5132.13	BEGIN TC/PC
203	N:1753752.31 E:3195613.14	5132.15	PT
204	N:1753728.23 E:3195613.14	5132.36	CL-OF INTERSECT
205	N:1753742.66 E:3195438.73	5133.23	PC
206	N:1753735.04 E:3195442.47	5133.29	PT
207	N:1753731.16 E:3195426.04	5133.40	END TC
208	N:1753791.50 E:3195674.86	5132.15	PC
209	N:1753746.34 E:3195669.20	5132.16	PT
210	N:1753732.09 E:3195669.20	5132.22	PC
211	N:1753704.77 E:3195651.07	5132.34	PT
212	N:1753682.39 E:3195646.57	5132.30	PC
213	N:1753664.20 E:3195674.81	5132.58	PT
214	N:1753661.44 E:3195682.27	5132.62	END TC
215	N:1753761.17 E:3195612.66	5132.40	END TC
301	N:1753820.04 E:3195645.88	5143.04	BEGIN MAINT. TRAIL
302	N:1753800.37 E:3195358.90	5142.91	BEGIN MAINT. TRAIL
303	N:1753804.72 E:3195372.29	5143.11	MAINT. TRAIL
304	N:1753796.53 E:3195360.39	5143.23	MAINT. TRAIL
305	N:1753772.15 E:3195373.53	5142.50	MAINT. TRAIL
306	N:1753795.09 E:3195381.55	5142.50	MAINT. TRAIL
307	N:1753726.82 E:3195555.44	5137.78	MAINT. TRAIL END CONC
308	N:1753716.76 E:3195586.10	5138.02	MAINT. TRAIL END CONC
309	N:1753738.43 E:3195677.77	5133.08	MAINT. TRAIL
310	N:1753740.39 E:3195661.70	5132.70	END MAINT. TRAIL
312	N:1753749.82 E:3195661.70	5132.65	END MAINT. TRAIL
401	N:1753782.36 E:3195719.82	5141.00	SPILLWAY CREST
402	N:1753710.38 E:3195720.08	5141.00	TOP OF SPILLWAY/WEIR
403	N:1753706.70 E:3195731.32	5142.50	TOP OF SPILLWAY/WEIR CREST
404	N:1753712.70 E:3195731.15	5141.00	TOP OF SPILLWAY/WEIR CREST
405	N:1753772.68 E:3195729.43	5141.00	TOP OF SPILLWAY/WEIR CREST
406	N:1753787.67 E:3195729.25	5142.50	TOP OF SPILLWAY/WEIR
407	N:1753794.04 E:3195742.09	5141.84	END SPILLWAY
408	N:1753773.04 E:3195742.19	5140.94	END SPILLWAY
410	N:1753731.05 E:3195743.26	5140.54	END SPILLWAY
411	N:1753707.00 E:3195743.34	5140.76	END SPILLWAY

**NOTES:**

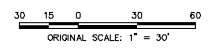
- ALL STATIONING IS PIPE CENTERLINE UNLESS OTHERWISE NOTED. ALL TYPE R PILE STATION CALL OUTS ARE TO THE CENTER OF THE PILE AND ARE FROM ADJACENT TO THE ADJACENT ROAD CENTERLINE TO THE MIDDLE OF THE PILE AT FLOORING.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- PIPE LENGTHS ARE FROM INSIDE INLET WALL TO INSIDE INLET WALL, FROM CENTER OF MANHOLE TO INSIDE INLET WALL OR FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. PIPE LENGTHS INCLUDE FEES.
- ALL ON-GRADE INLETS ARE TO MATCH TBC ELEVATIONS EXCEPT END, FOLLOWING STREET GRADES.
- ALL PETS SHALL HAVE TRASH RACKS INSTALLED AND JOINT RESTRAINTS SHALL BE INSTALLED ON THE LAST 25-FEET OF PIPE.
- PIPE BEDDING SHALL CONFORM TO CITY OF COMMERCE CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- FOR CONCRETE FLARED END SECTION & MANHOLE DETAILS, SEE CDDT M&S STANDARDS W-605-10 & W-604-20.

**POND 7A  
STAGE-STORAGE TABLE**

Stage - Storage Description	Notes	Stage (ft)	Area (sq-ft)	Area (acres)	Volume (cu-ft)	Volume (ac-ft)	Total Outflow (cfs)
5133.00		0.00	0.00	0.0000	0.000	0.00	
5132.00		0.19	55	0.0013	11	0.0005	0.50
5131.00		0.61	955	0.0218	735	0.0035	0.54
5130.00		1.23	4275	0.0981	4654	0.0203	0.67
5129.00		1.87	9399	0.2169	8769	0.0399	0.69
5128.00		2.51	13694	0.3129	12498	0.0571	0.84
5127.00	WPC	3.15	25416	0.5846	24705	0.3371	1.16
5126.00		3.80	33480	0.7689	32732	0.5891	1.17
5125.00		4.43	37163	0.8531	35881	0.8611	1.26
5124.00		5.08	38597	0.8827	36764	1.0368	1.28
5123.00		5.73	39737	0.9129	36426	1.2217	1.25
5122.00		6.39	40592	0.9336	35263	1.4181	1.19
5121.00		7.05	41167	0.9465	33303	1.6259	1.12
5120.00		7.72	41476	0.9528	30607	1.8423	1.01
5119.00		8.39	41523	0.9538	27269	2.0677	0.87
5118.00		9.07	41403	0.9486	23302	2.3000	0.71
5117.00		9.76	41123	0.9381	18192	2.5393	0.56
5116.00		10.46	40693	0.9226	12487	2.7849	0.40
5115.00		11.17	40123	0.9024	6867	3.0372	0.27

**BENCHMARK:**

THE BENCHMARK USED FOR THIS SITE IS ADAMS COUNTY CONTROL POINT 195.0196, BEING A 3-1/4" ALUMINUM CAP STAMPED "5010196" SET IN CONCRETE LOCATED NORTHWEST OF THE INTERSECTION OF CHAMBERS ROAD AND EAST 112TH AVENUE, 157' NORTH OF THE CENTER LINE OF EAST 112TH AVENUE AND 30' WEST OF THE CENTER LINE OF CHAMBERS ROAD, WITH AN ELEVATION OF 5143.89 (NAVD 1988 USFT)



**ENGINEER'S STATEMENT**

PREPARED UNDER MY DIRECT SUPERVISION  
 Aaron Lee Clutter  
 AARON LEE CLUTTER, P.E.  
 COLORADO NO. 36742  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC.  
 DATE 8-26-19



UNIL SUCH TIME AS THE PROJECT IS APPROVED BY THE APPROPRIATE REVIEWING AGENCIES THEIR USE SHALL BE AT THE USER'S RISK. THIS DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN AUTHORIZATION OF JR ENGINEERING.

PREPARED FOR  
 REUNION METROPOLITAN DISTRICT  
 17910 E. PARKSIDE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 A COMMERCIAL ENTITY  
 (303) 288-5431

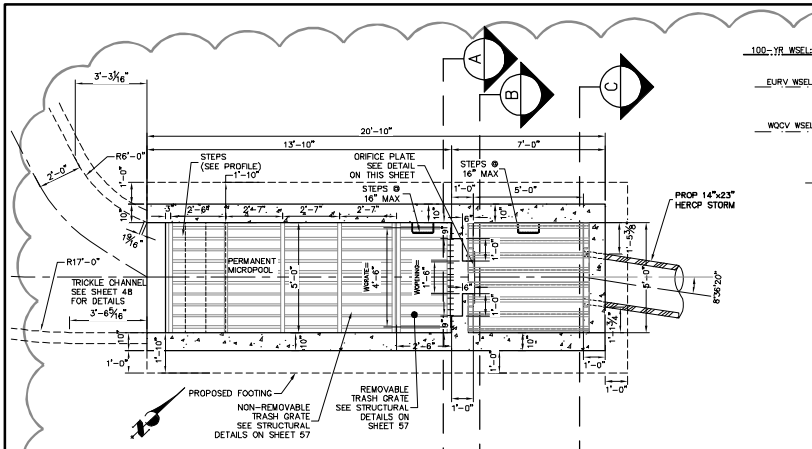
**JR ENGINEERING**  
 A JR Company  
 17910 E. PARKSIDE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 (303) 288-5431  
 www.jr-engineering.com

DATE	BY	NO.	REVISION
8/26/19	KAU	1	

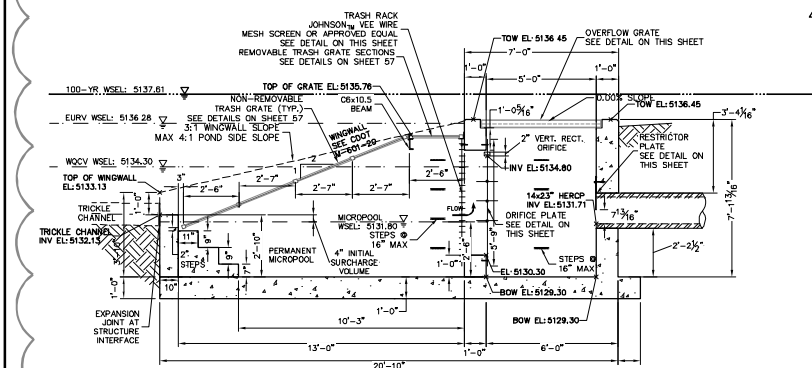
**E. 112TH AVENUE  
IMPROVEMENTS PHASE 1  
POND PLAN & PROFILES**

SHEET 48 OF 212  
 JOB NO. 14421.50

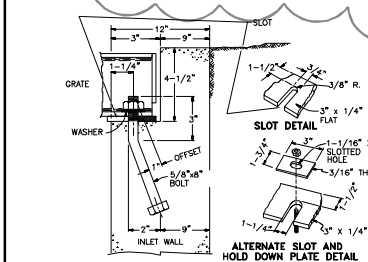




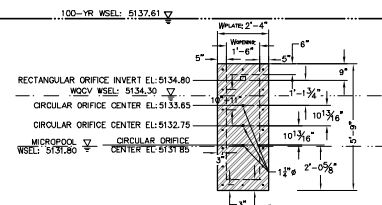
DETENTION & WATER QUALITY POND 7A  
OUTLET STRUCTURE PLAN  
SCALE: 3/8"=1'-0"



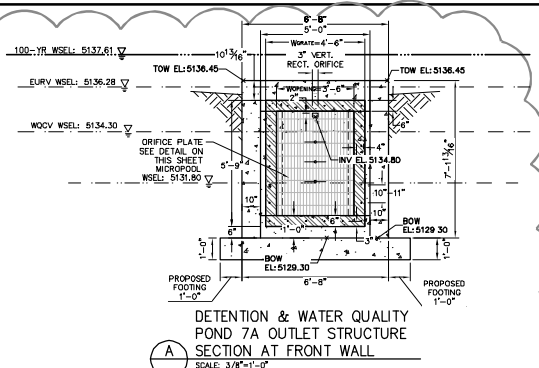
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OUTLET STRUCTURE PROFILE  
SCALE: 3/8"=1'-0"



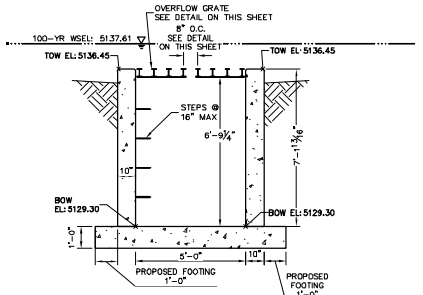
OVERFLOW GRATE  
INSTALLATION DETAIL  
N.T.S.



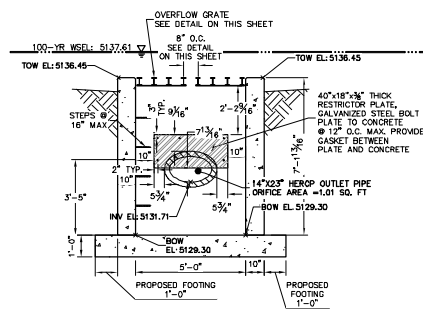
ORIFICE PLATE DETAIL  
SCALE: 3/8"=1'-0"



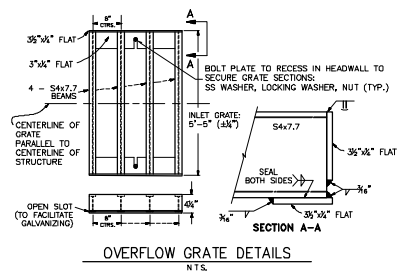
DETENTION & WATER QUALITY POND 7A OUTLET STRUCTURE  
SECTION AT FRONT WALL  
SCALE: 3/8"=1'-0"



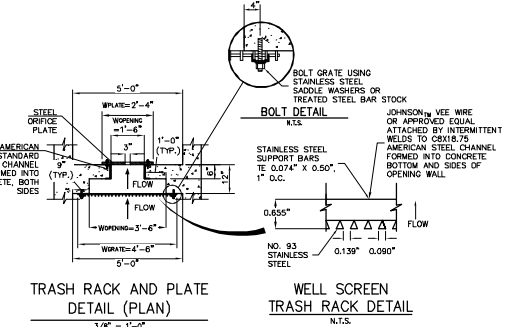
DETENTION & WATER QUALITY POND 7A OUTLET STRUCTURE  
SECTION AT BACK WALL  
SCALE: 3/8"=1'-0"



DETENTION & WATER QUALITY POND 7A OUTLET STRUCTURE  
SECTION AT REAR WALL  
SCALE: 3/8"=1'-0"



OVERFLOW GRATE DETAILS  
N.T.S.



TRASH RACK AND PLATE  
DETAIL (PLAN)  
3/8"=1'-0"

WELL SCREEN  
TRASH RACK DETAIL  
N.T.S.



ENGINEER'S STATEMENT

PREPARED UNDER MY DIRECT SUPERVISION

*Aaron Lee Clutter*

AARON LEE CLUTTER, P.E.  
COLORADO NO. 36742  
FOR AND ON BEHALF OF JR ENGINEERING, LLC.



UNIL SUCH TIME AS  
APPROVED BY THE  
APPROPRIATE REVIEWING  
COMMUNITY DEVELOPMENT  
APPROVES THEIR USE  
A TIME LIMIT JURISDICTION  
DESIGNATED BY NOTED  
AUTHORIZATION.

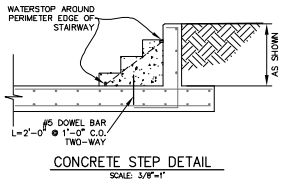
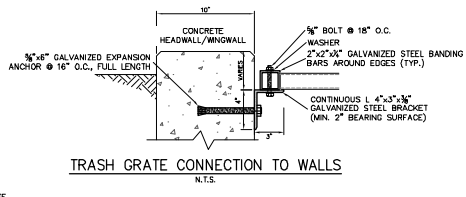
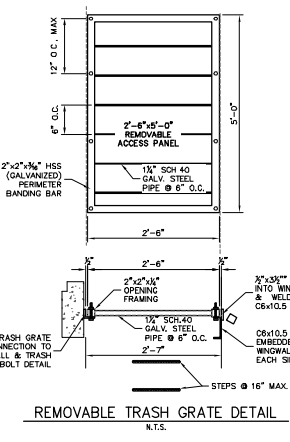
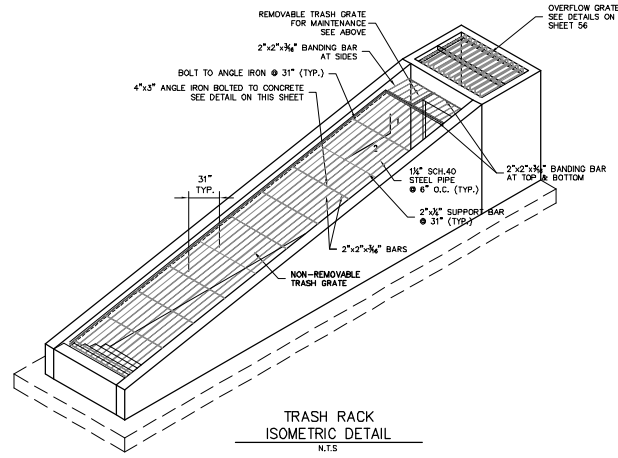
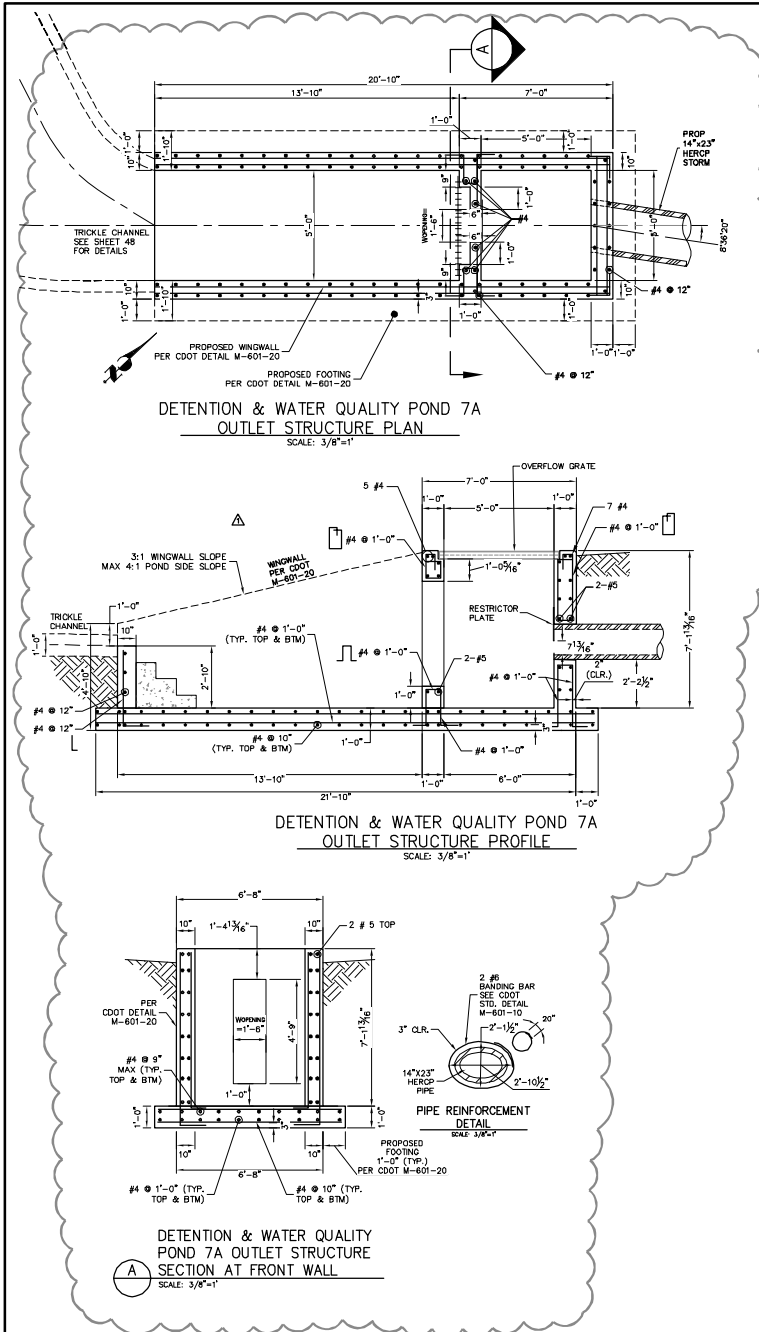
PREPARED FOR  
REUNION METROPOLITAN DISTRICT  
1790 E. PARKSIDE DRIVE NORTH  
DENVER, CO 80202  
ATTN: MAINT. JURISDICTION  
(303) 288-5431

**JR ENGINEERING**  
A member of  
Central 800-461-8888 • Colorado Springs 761-988-8888  
For Orders 916-891-8888 • www.jrengineering.com

DATE	BY	REVISION	NO.	DESCRIPTION
06/5/2020		1	ISSN #1	

E. 112TH AVENUE  
IMPROVEMENTS PHASE 1  
POND 7A OUTLET STRUCTURE  
DETAILS

SHEET 56 OF 212  
JOB NO. 14421-10



**NOTES:**  
1. FOR STRUCTURAL NOTES & DETAILS SEE SHEET 55.



UNTIL SUCH TIME AS APPROVED BY THE APPROPRIATE REVIEWING COMMUNITY DEVELOPMENT DEPARTMENT USE IS DESIGNATED BY WRITTEN AUTHORIZATION.	
PREPARED FOR REUNION METROPOLITAN DISTRICT 17910 E. PARKSIDE DRIVE NORTH COMMERCIAL AVENUE AURORA, COLORADO 80017 (303) 288-5431	PROJECT NO. 14421-50
PREPARED BY JR ENGINEERING 4 Maple Street Centennial, CO 80108 Phone: 303-461-8888 Fax: 303-461-8888 www.jrengineering.com	DATE 5/29/20
H-SCALE N/A	REVISION 1 5/29/20
V-SCALE N/A	AS SHOWN N/A
DESIGNED BY KAU	DATE 9/26/19
DRAWN BY KAU	CHECKED BY KAU
E. 112TH AVENUE IMPROVEMENTS PHASE 1 POND 7A OUTLET STRUCTURE DETAILS	
ENGINEER'S STATEMENT PREPARED UNDER MY DIRECT SUPERVISION Aaron Lee Clutter, P.E. COLORADO NO. 36742 FOR AND ON BEHALF OF JR ENGINEERING, LLC.	
SHEET 57 OF 212	JOB NO. 14421-50

## DESIGN CHANGE NOTIFICATION

PROJECT: PROJECT NO. DESIGN CHANGE NO.  
**112TH AVENUE PHASE 1 IMPROVEMENTS 14421.50 12**  
**BID SCHEDULE D**

DRAWING NO. **E. 112<sup>th</sup> Avenue Improvements Phase 1 SACWSD Sheet: 8**

OTHER

ENGINEERING "HOLD" PLACED ON CONSTRUCTION ACTIVITIES IN AREA DEFINED HEREIN  
 PENDING RECEIPT OF FORMALLY REVISED DOCUMENT(S) AND/OR REVISED DCN, PER SIGNATURE REQUIRED

RELEASED FOR CONSTRUCTION ON BASIS OF MODIFICATION(S) PRESCRIBED BY THIS DCN

### PROPOSED CHANGE DESCRIPTION

The purpose of this Design Change Notification is to provide direction for HEI Civil on changes to the WP07 pipe alignment for the proposed 16" water line at Chambers Road and 112<sup>th</sup> Avenue. HEI asks if the alignment could be changed due to safety concerns of constructing the water line as proposed. HEI did not want to construct the proposed water line alongside the existing gasline. The change will not have any impact on how the water system operates. The new alignment creates an easier access for SACWSD to facilitate future maintenance, excavation, and repairs of the waterline by not running the length of the pipe underneath existing utilities and will also minimize the impact on the existing utilities. **HEI has agreed that there will be no additional costs added to the contract for this change. DCN's shall be added to the Contract by signed change order.**

### Summary of Plan Sheet Changes:

Sheet 8

- ≠ Revised the proposed 16" water line alignment at Chambers to cross existing utilities at a 45 degree angle
  - Removed one 90-degree bend
  - Removed 12.17 LF 16" PVC
  - Added one 16" butterfly valve
  - Added two 45-degree bends
  - Added removal of one 20" butterfly valve
  - Added removal of 3.70 LF 20" PVC

**REVIEWED**

*By Jeff Nelson at 10:57 am, Jun 12, 2020*

---

<hr/>	<input type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<hr/>	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<hr/>	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<hr/>	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
<hr/>	<input type="checkbox"/> OTHER

PER DESCRIPTION LISTED ABOVE

---

**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLES BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)

---

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_


ORIGINATOR: **JR ENGINEERING**      DATE 5/26/2020

---

DISTRIBUTION (Check as applicable)

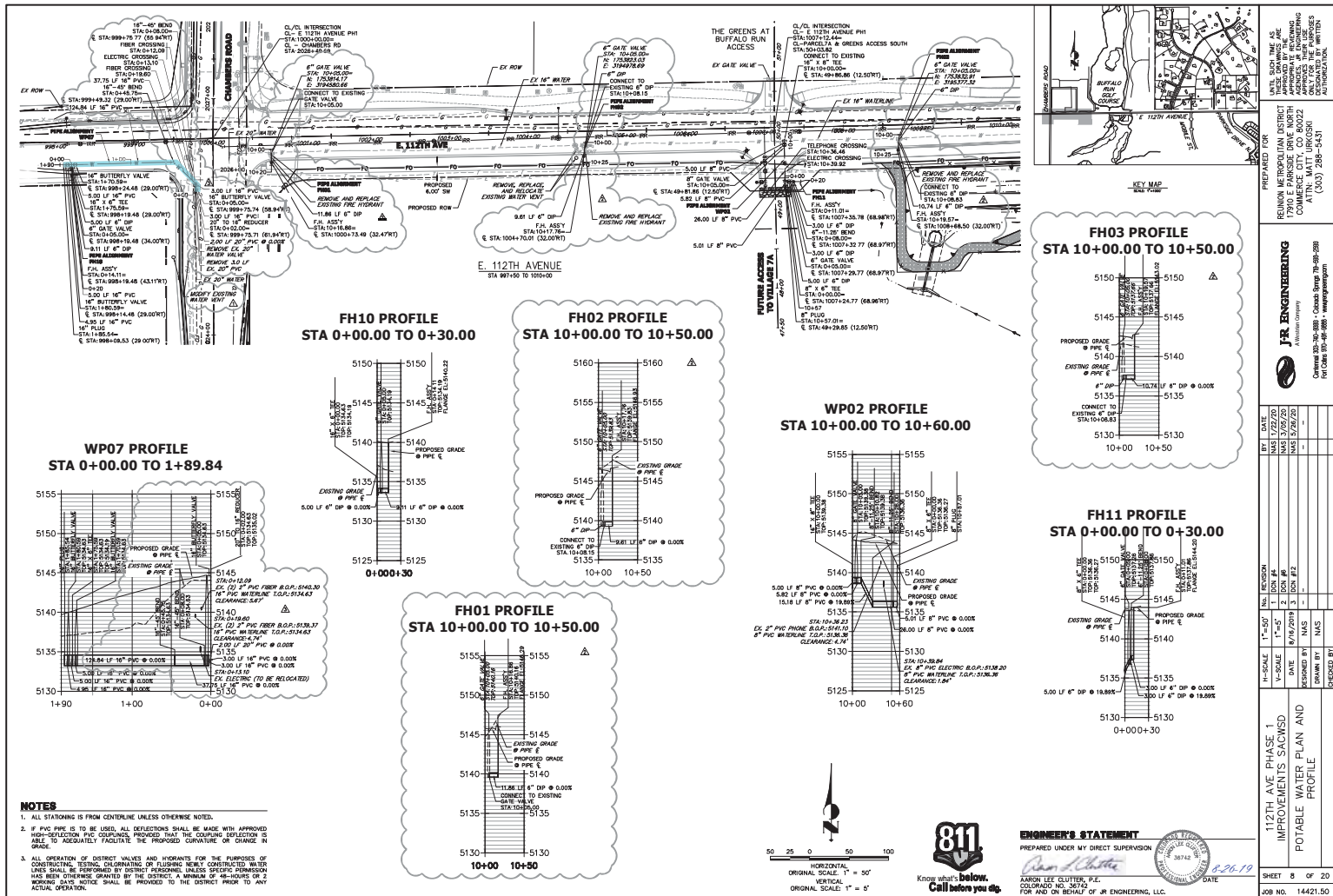
- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill/ Joshua Hollander
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

6/12/2020  
Date

---



- NOTES**
1. ALL STATIONING IS FROM CENTERLINE UNLESS OTHERWISE NOTED.
  2. IF PVC PIPE IS TO BE USED, ALL DEFLECTIONS SHALL BE MADE WITH APPROVED HIGH-DEFLECTION PVC COUPLINGS PROVIDED THAT THE COUPLING DEFLECTION IS ABLE TO ADEQUATELY FACILITATE THE PROPOSED CURVATURE OR CHANGE IN GRADE.
  3. ALL OPERATOR OF DISTRICT VALVES AND HYDRANTS FOR THE PURPOSES OF CONSTRUCTING, TESTING, OPERATING OR FLUSHING NEWLY CONSTRUCTED WATER MAINS SHALL BE INFORMED BY DISTRICT PERSONNEL. UNLESS SPECIFIC INFORMATION HAS BEEN OTHERWISE OBTAINED BY THE DISTRICT, A MINIMUM OF 48-HOURS OR 2 WORKING DAYS NOTICE SHALL BE PROVIDED TO THE DISTRICT PRIOR TO ANY ACTUAL OPERATION.

**ENGINEER'S STATEMENT**

PREPARED UNDER MY DIRECT SUPERVISION

*Aaron Lee Clutter*

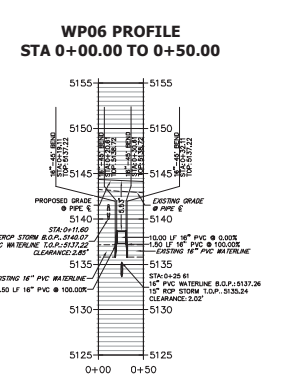
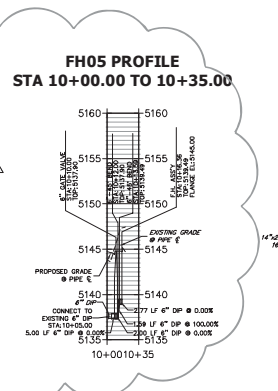
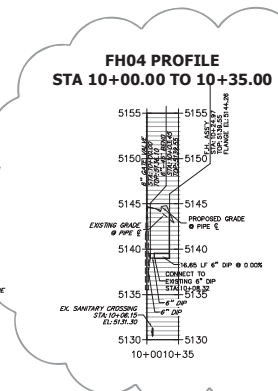
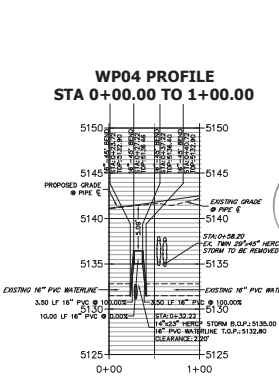
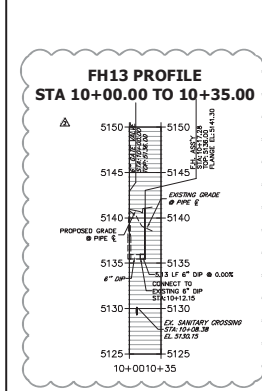
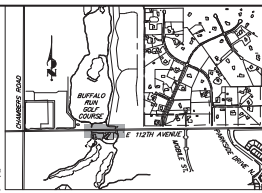
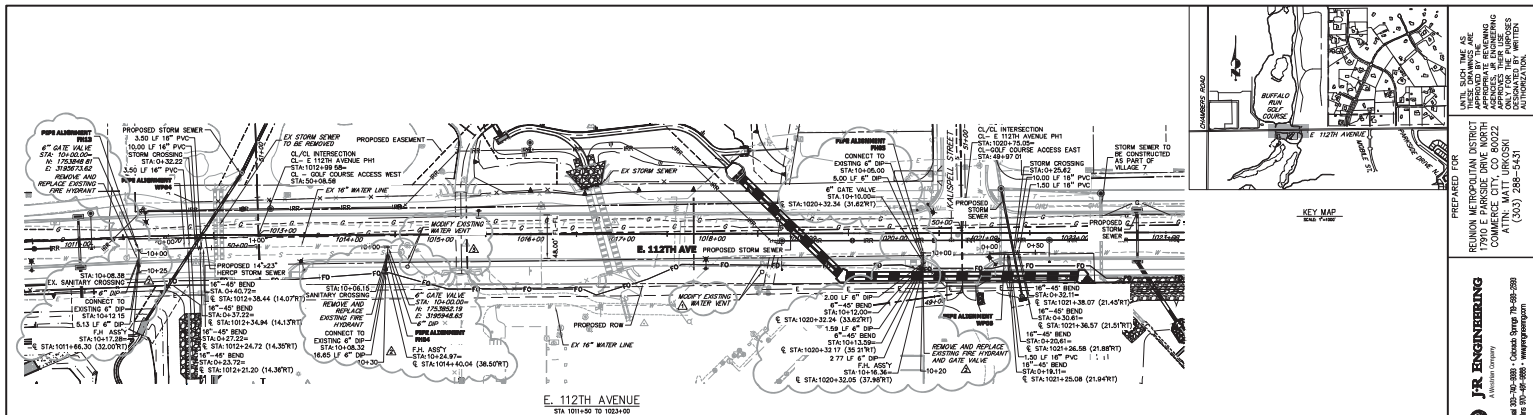
AARON LEE CLUTTER, P.E.  
 COLORADO NO. 36742  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC.

DATE: 8.26.19

38742

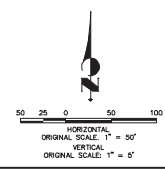
811  
 Know what's below.  
 Call before you dig.

UNIT: SOUTH PLATTE AND APPROVED BY THE DISTRICT REVISION METRO DISTRICT 17310 E PARADISE DRIVE NORTH COMMERCIAL ENGINEERING 17310 E PARADISE DRIVE NORTH AURORA, CO 80012 (303) 298-4451 WWW.JRENG.COM		
BY	DATE	
1	1/22/20	
2	3/7/20	
3	5/12/20	
4	8/26/19	
PROJECT NO. 112TH AVE PHASE 1 IMPROVEMENTS SACSWS POTABLE WATER PLAN AND PROFILE		
NO. REVISION	DATE	BY
1	1/22/20	NAS
2	3/7/20	NAS
3	5/12/20	NAS
4	8/26/19	NAS
HORIZONTAL SCALE: 1" = 30' VERTICAL SCALE: 1" = 5' SHEET 8 OF 20 JOB NO. 14421.50		



**NOTES**

1. ALL STATIONING IS FROM CENTERLINE UNLESS OTHERWISE NOTED.
2. IF PVC PIPE IS TO BE USED, ALL DEFLECTIONS SHALL BE MADE WITH APPROVED HIGH-DEFLECTION PVC COUPLINGS PROVIDED THAT THE COUPLING DEFLECTION IS ABLE TO ADEQUATELY FACILITATE THE PROPOSED CURVATURE OR CHANGE IN GRADE.
3. ALL OPERATION OF DISTRICT VALVES AND HYDRANTS FOR THE PURPOSES OF CONSTRUCTION, TESTING, OPERATING OR FLUSHING MUST BE CONSTRUCTED WATER LINE SHALL BE PERFORMED BY DISTRICT PERSONNEL UNLESS SPECIFIC PERMISSION HAS BEEN OTHERWISE GRANTED BY THE DISTRICT. A MINIMUM OF 48-HOURS OR 2 WORKING DAYS NOTICE SHALL BE PROVIDED TO THE DISTRICT PRIOR TO ANY ACTUAL OPERATION.



**ENGINEER'S STATEMENT**  
 PREPARED UNDER MY DIRECT SUPERVISION  
 Aaron Lee Clutter, P.E.  
 COLORADO NO. 36742  
 DATE: 8.26.19

UNITS: SOFT TONE AND APPROVED BY THE DISTRICT ENGINEER. ALL WORK SHALL BE IN ACCORDANCE WITH THE DISTRICT ENGINEER'S AUTHORIZATION.

REVISION HISTORY (TEAM DISTRICT):  
 17316 E. PARSIPPE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 A. (303) 298-4457

**J.R. ENGINEERING**  
 A Division of  
 CONSTRUCTION SERVICES  
 17316 E. PARSIPPE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 (303) 298-4457

BY	DATE	REVISION
	8/26/19	1. INITIAL DESIGN
	8/26/19	2. REVISIONS
	8/26/19	3. REVISIONS

SCALE: 1" = 40'  
 VERTICAL SCALE: 1" = 5'

112TH AVE PHASE 1  
 IMPROVEMENTS SACSWS  
 POTABLE WATER PLAN AND  
 PROFILE

SHEET 9 OF 20  
 JOB NO. 14421.50



**DESIGN CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS** PROJECT NO. **14421.50** DESIGN CHANGE NO. **13**  
**BID SCHEDULE B**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Design Change Notification is to provide direction for HEI Civil on changes in flow line elevations at Kalispell Street. Joey from Contour noticed the tie-in to existing staking for the curb & gutter looked wrong. Brian, Rocky, and Josh met in the field to look at the proposed flow line on the northwestern portion of Kalispell Street and determined the design would not be the best way to build. They discussed lowering the elevation of the curb, sidewalk and handicap ramp by .8' in order to create proper flow and have the two sides of the street line up. JR Engineering reviewed the area and determined they would adjust the tie-in and have survey re-stake. The adjustment will require HEI to remove additional quantities of c&g and asphalt. The following are the general descriptions of changes that have occurred to Bid Schedule B. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this DCN. The Contractor shall be compensated for the work as shown in the table below. DCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule B - CITY ONLY COSTS</b>					
B2	Removal of Asphalt Mat (Planing)	48	SY	\$ 4.50	\$ 216.00
B4	Removal of Curb and Gutter	10	LF	\$ 8.50	\$ 85.00
B12	Removal of Sidewalk	5	SY	\$ 12.50	\$ 62.50
B27	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	7	TN	\$ 81.50	\$ 570.50
B28	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	16	TN	\$ 77.25	\$ 1,236.00
B32	Concrete Sidewalk (6" Depth)(w/ Fibermesh)	5	SY	\$ 60.25	\$ 301.25
B35	Curb & Gutter, Type 2-IIB	10	LF	\$ 21.50	\$ 215.00

Bid Schedule B Total \$ 2,686.25

**GRAND TOTAL FOR THIS DCN \$ 2,686.25**

*\*Indicates New Item*



---

	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

---

**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)

---

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_


ORIGINATOR: **JR ENGINEERING** \_\_\_\_\_ DATE 6/4/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

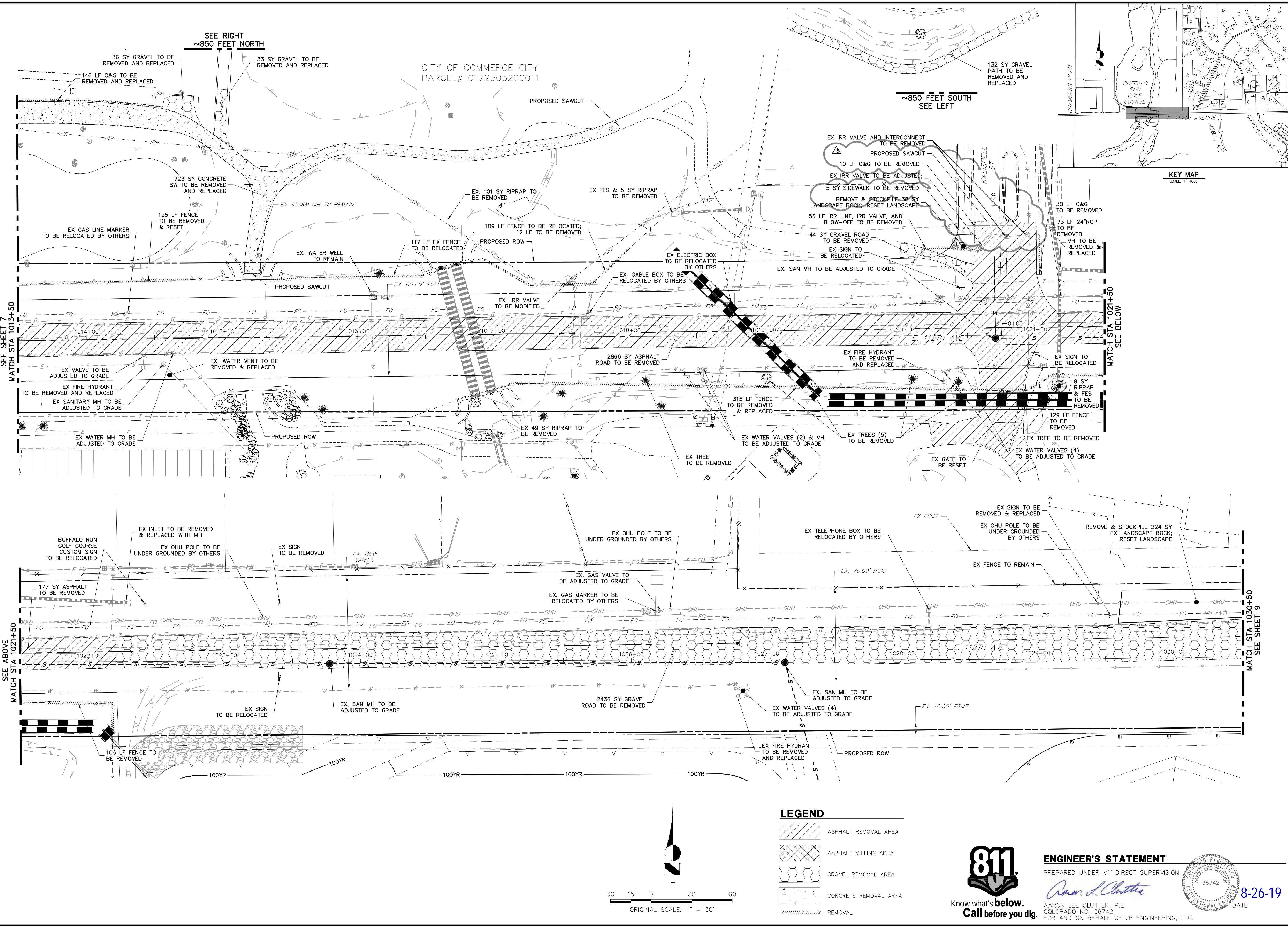
JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

6/23/2020  
Date

---





UNLESS SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USES AS DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR  
**REUNION METROPOLITAN DISTRICT**  
17910 E PARKSIDE DRIVE NORTH  
COMMERCE CITY, CO 80022  
ATTN: MATT URKOSKI  
(303) 288-5431

**JR ENGINEERING**  
A Westman Company  
Central 303-740-9383 • Colorado Springs 719-583-2593  
Fort Collins 970-491-9888 • www.jrengineering.com

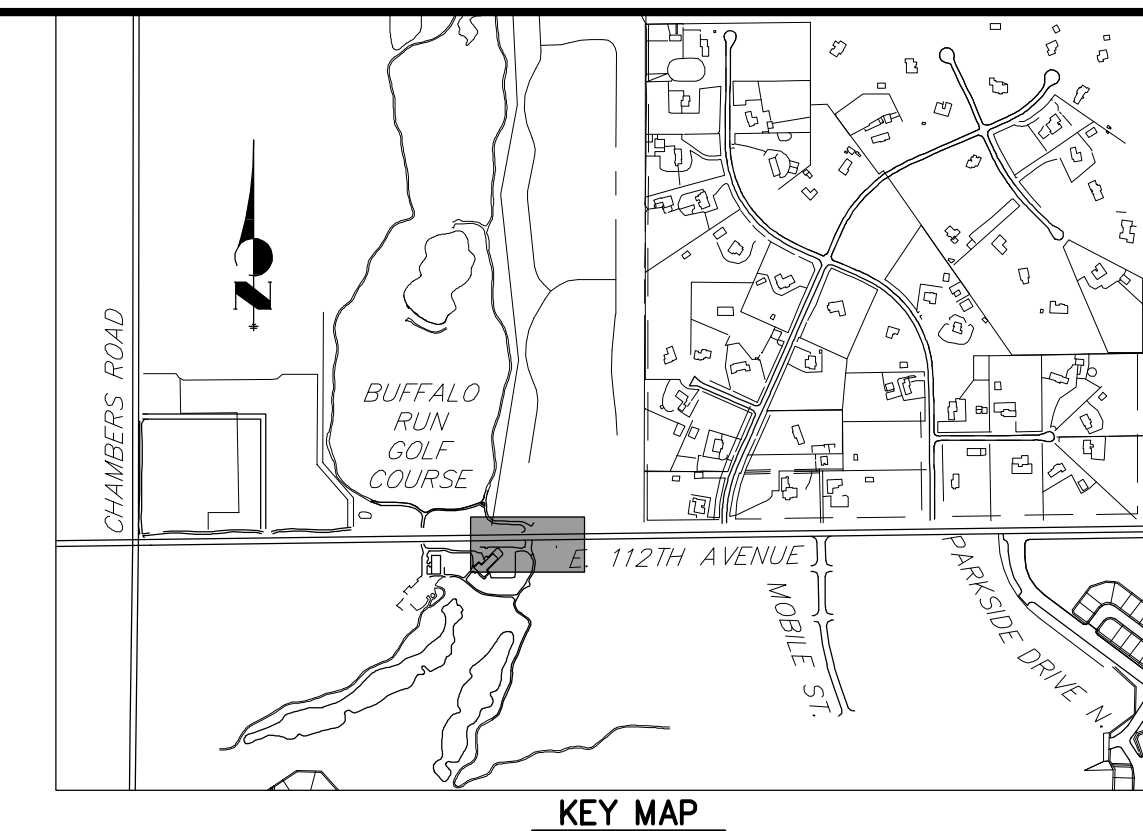
BY	DATE	REVISION	DCN #
ANI	6/8/20	1	#13

**E. 112TH AVENUE IMPROVEMENTS PHASE 1**  
**DEMOLITION PLANS**

SHEET 8 OF 212  
JOB NO. 14421.50

X:\14421.50\Drawings\sheet.dwg 1442150.DWG, 8/26/2021 11:05:46 AM, lujia

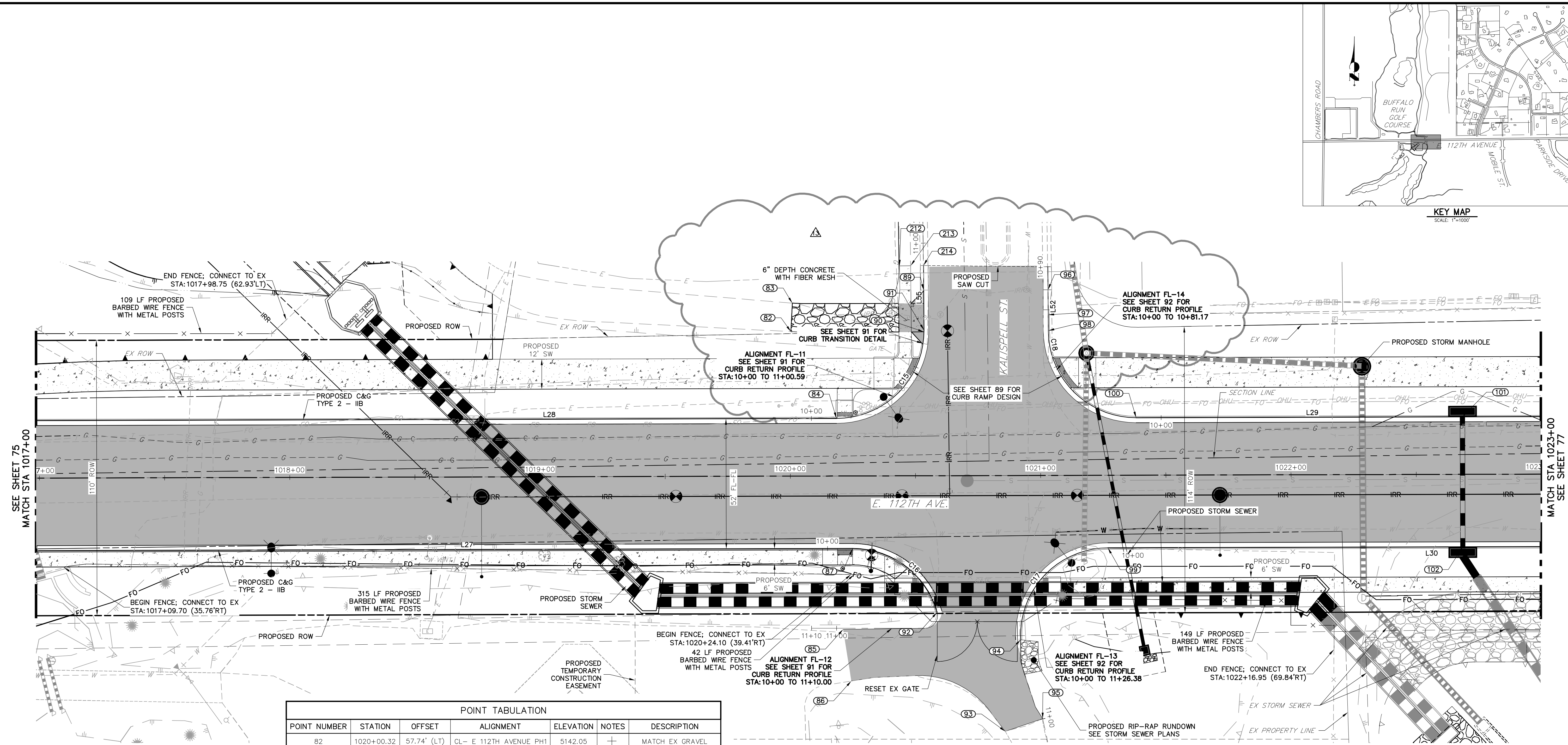




UNLESS SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USES AS DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR  
**REUNION METROPOLITAN DISTRICT**  
 17910 E PARKSIDE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 ATTN: MATT URKOSKI  
 (303) 288-5431

**J.R. ENGINEERING**  
 A Westman Company  
 Centennial 303-740-9888 • Colorado Springs 719-588-2593  
 Fort Collins 970-491-9888 • www.jrengineering.com



SEE SHEET 75  
MATCH STA 1017+00

MATCH STA 1023+00  
SEE SHEET 77

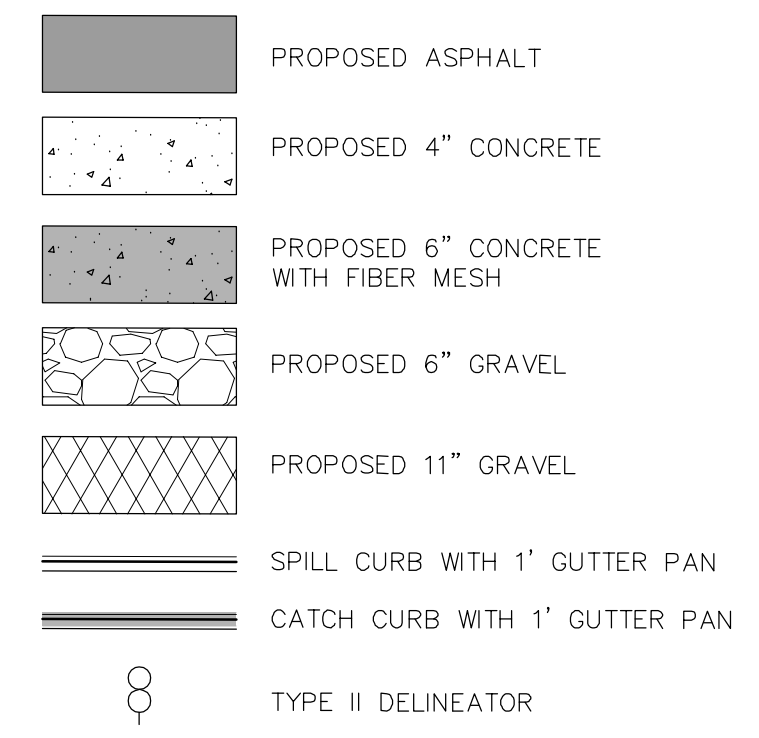
POINT TABULATION						
POINT NUMBER	STATION	OFFSET	ALIGNMENT	ELEVATION	NOTES	DESCRIPTION
82	1020+00.32	57.74' (LT)	CL- E 112TH AVENUE PH1	5142.05	±	MATCH EX GRAVEL
83	1020+00.95	69.09' (LT)	CL- E 112TH AVENUE PH1	5142.15	±	MATCH EX GRAVEL
84	1020+18.44	23.00' (LT)	CL- E 112TH AVENUE PH1	5144.61		PCR
85	1020+20.90	61.28' (RT)	CL- E 112TH AVENUE PH1	5141.76	±	MATCH EX ASPHALT
86	1020+24.13	81.94' (RT)	CL- E 112TH AVENUE PH1	5141.64	±	MATCH EX ASPHALT
87	1020+24.76	29.00' (RT)	CL- E 112TH AVENUE PH1	5144.50		PCR
89	1020+53.43	74.17' (LT)	CL- E 112TH AVENUE PH1	5141.98		BEGIN CURB TRANSITION
90	1020+53.50	57.45' (LT)	CL- E 112TH AVENUE PH1	5143.19	±	END CURB TRANSITION
91	1020+53.51	58.17' (LT)	CL- E 112TH AVENUE PH1	5143.15		PCR
92	1020+58.46	54.58' (RT)	CL- E 112TH AVENUE PH1	5143.24		END C&G
93	1020+66.60	102.23' (RT)	CL- E 112TH AVENUE PH1	5143.18		MATCH EX CONC
94	1020+91.78	65.63' (RT)	CL- E 112TH AVENUE PH1	5142.06	±	END C&G
95	1021+00.54	97.16' (RT)	CL- E 112TH AVENUE PH1	5142.68		MATCH EX CONC
96	1021+03.06	74.19' (LT)	CL- E 112TH AVENUE PH1	5143.47	±	MATCH EX C&G END CURB TRANSITION
97	1021+03.12	64.17' (LT)	CL- E 112TH AVENUE PH1	5142.20	±	BEGIN CURB TRANSITION
98	1021+03.16	57.83' (LT)	CL- E 112TH AVENUE PH1	5142.47		PCR
99	1021+26.76	29.00' (RT)	CL- E 112TH AVENUE PH1	5143.99		PCR
100	1021+38.16	23.00' (LT)	CL- E 112TH AVENUE PH1	5144.05		PCR
101	1022+68.54	23.00' (LT)	CL- E 112TH AVENUE PH1	5143.51		LOW PT
102	1022+68.54	29.00' (RT)	CL- E 112TH AVENUE PH1	5143.39		LOW PT
212	1020+43.79	88.90' (LT)	CL- E 112TH AVENUE PH1	5141.97		MATCH EX SIDEWALK
213	1020+48.24	83.95' (LT)	CL- E 112TH AVENUE PH1	5141.96		MATCH EX SIDEWALK
214	1020+53.38	84.00' (LT)	CL- E 112TH AVENUE PH1	5141.61		MATCH EX C&G

**E. 112TH AVENUE**  
 STA 1017+00 TO 1023+00

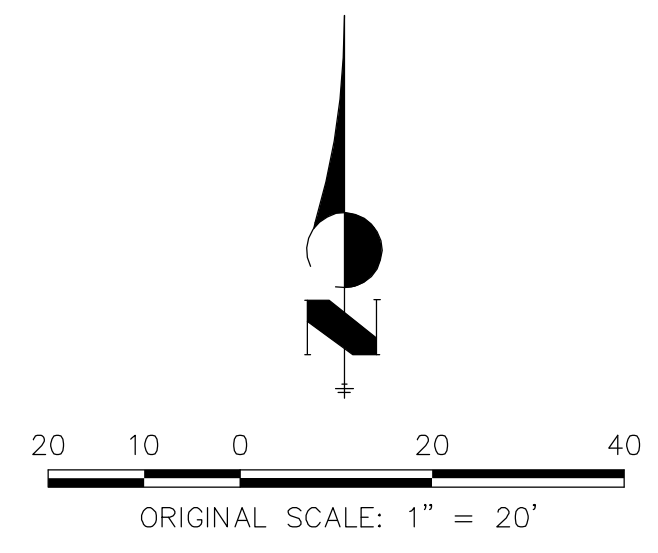
LINE TABLE		
LINE	BEARING	DISTANCE
L27	S89°50'54"W	665.42'
L28	N89°50'54"E	793.72'
L29	N89°50'54"E	762.96'
L30	N89°50'54"E	774.36'
L52	S00°26'09"E	16.36'
L55	N00°26'09"W	16.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C15	90°17'02"	35.00'	55.15'
C16	74°22'47"	35.00'	45.44'
C17	90°37'03"	35.00'	55.36'
C18	89°42'57"	35.00'	54.80'

**LEGEND**

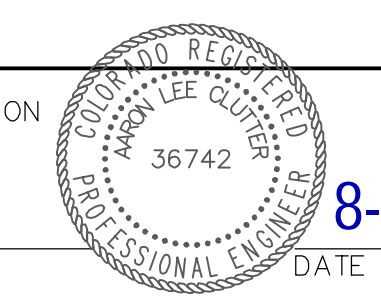


- NOTES**
- ALL STATIONING IS CENTERLINE OF ULTIMATE SECTION UNLESS OTHERWISE NOTED.
  - ALL PROFILE ELEVATIONS ARE CENTERLINE UNLESS OTHERWISE NOTED.
  - SEE SHEET 3 FOR LEGEND.
  - SEE SHEETS 4-5 FOR TYPICAL STREET SECTIONS.
  - SEE SHEETS 119-123 FOR SIGNAGE AND STRIPING.
  - SEE SHEETS 91-92 FOR INTERSECTION CURB RETURNS.
  - ALL CURB RADII SHALL BE 35', MEASURED FROM FLOWLINE, UNLESS OTHERWISE NOTED.
  - SIDEWALK SHALL BE A DEPTH OF 4 INCHES PER CDOT DETAIL M-609 UNLESS OTHERWISE NOTED.
  - ALL PROPOSED GRAVEL SHALL BE ABC CLASS 6.
  - ALL PROPOSED SPLIT-RAIL AND WOODEN FENCING IS TO BE RELOCATED OR RESET FROM EXISTING. PROPOSED BARBED WIRE WITH METAL POSTS AND CHAIN LINK FENCING IS TO BE NEW PER CDOT DETAILS M-607-1 AND M-607-2, RESPECTIVELY.
  - ALL C&G TO BE CONSTRUCTED PER CDOT DETAIL M-609-1.



**ENGINEER'S STATEMENT**

PREPARED UNDER MY DIRECT SUPERVISION  
*Aaron Lee Clutter*  
 AARON LEE CLUTTER, P.E.  
 COLORADO NO. 36742  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC.

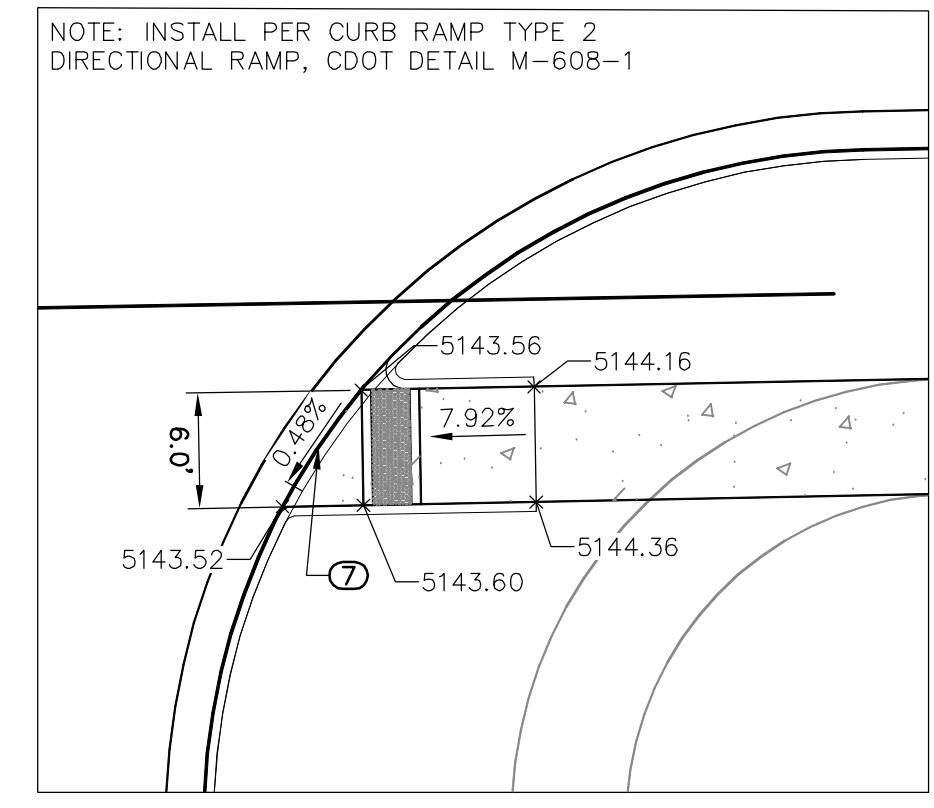
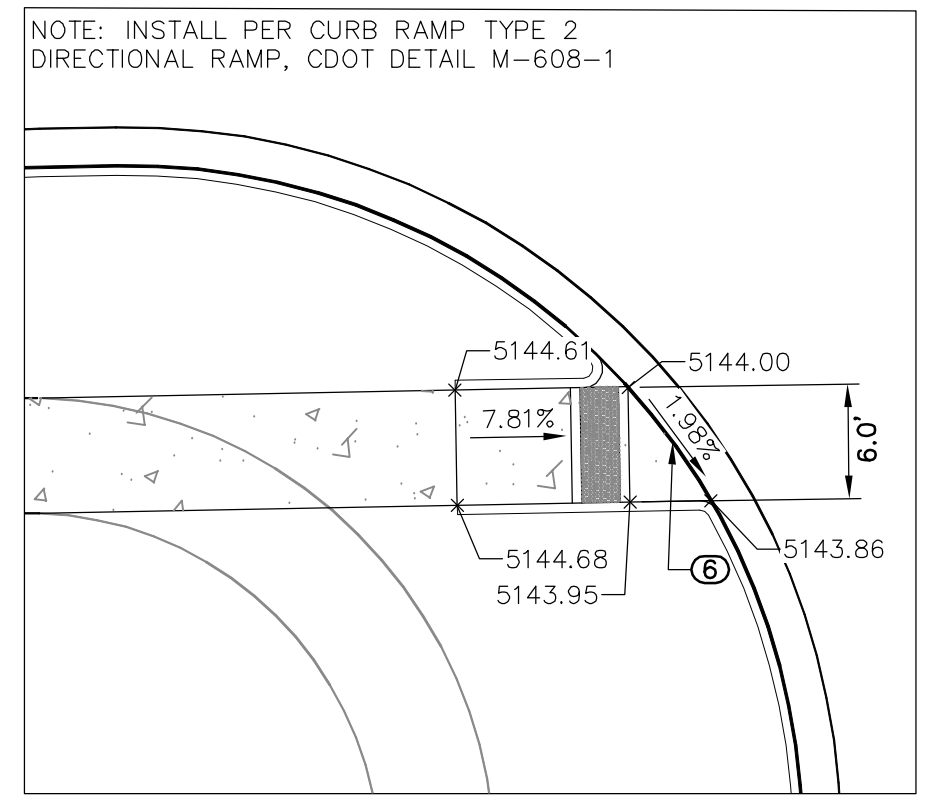
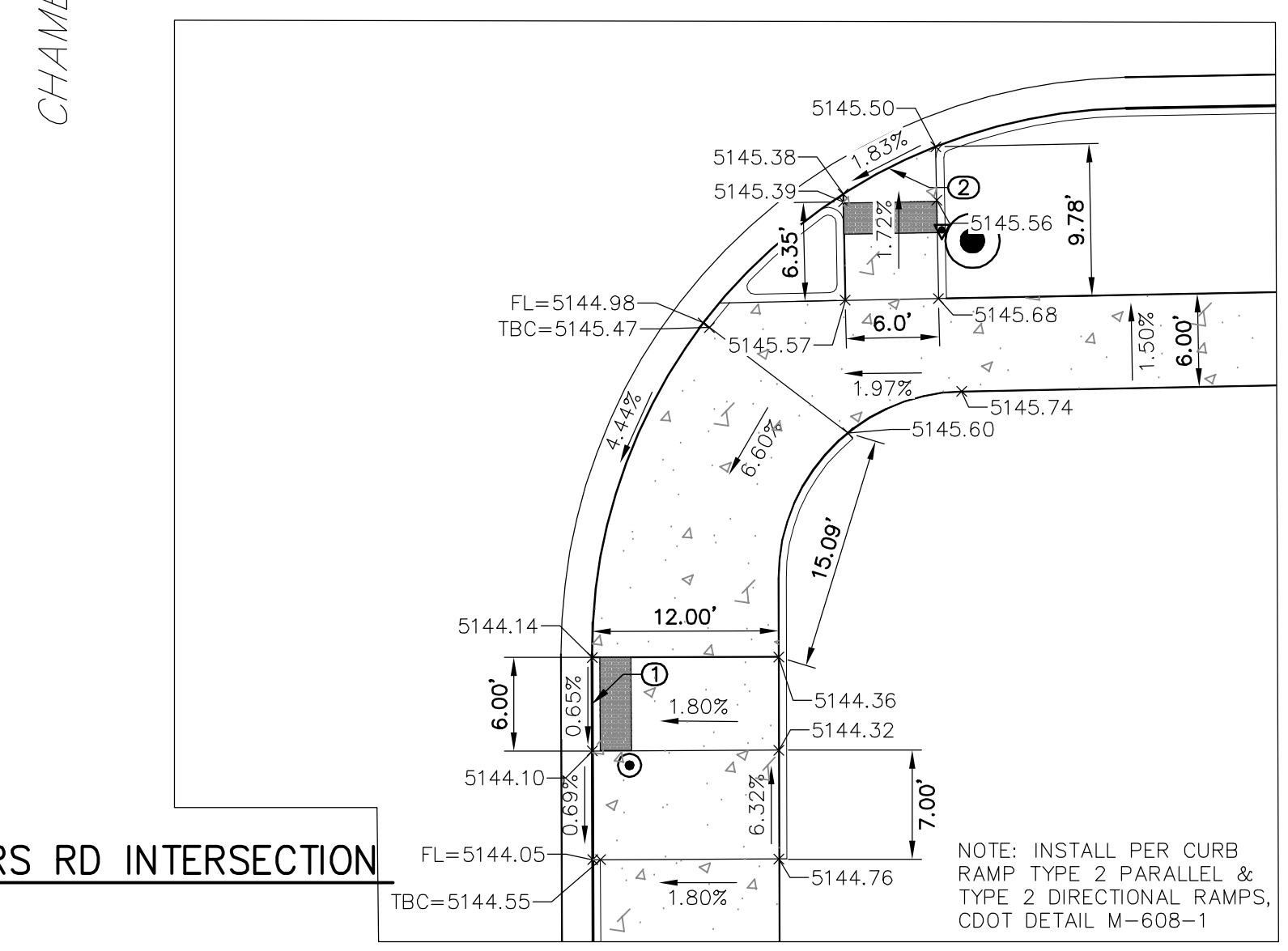
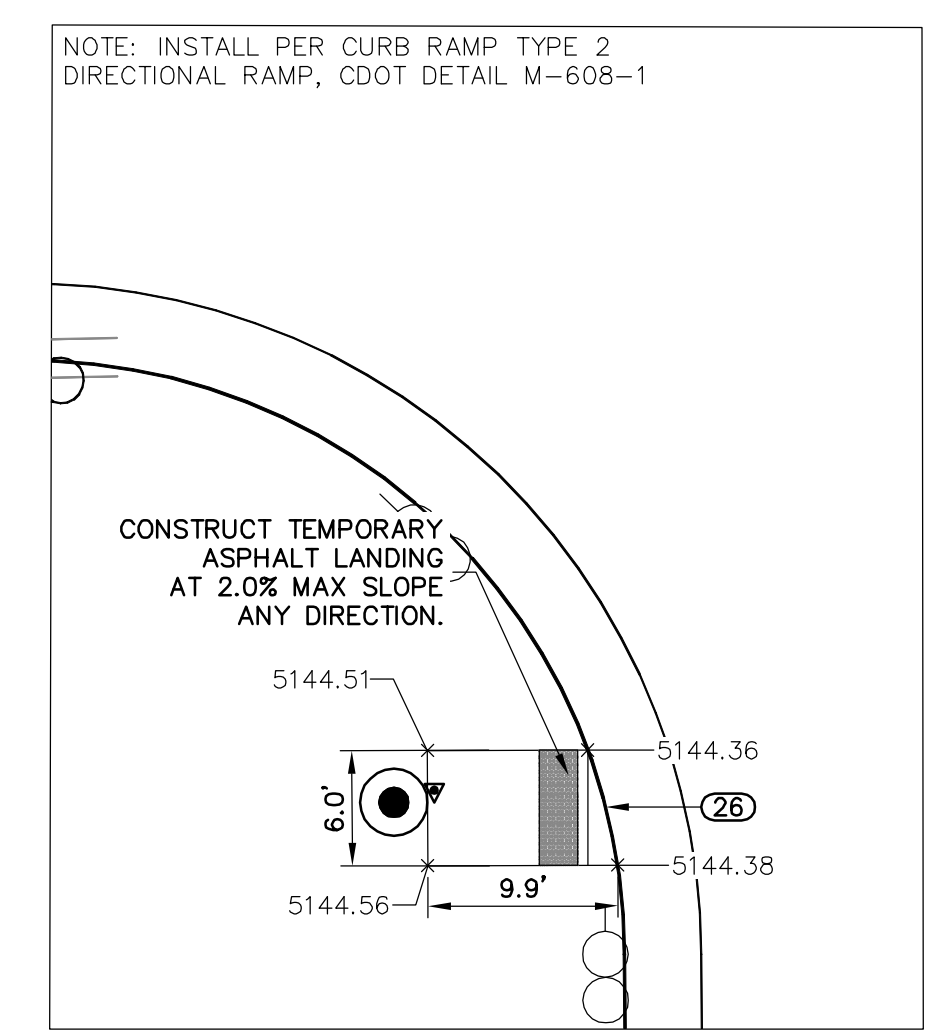
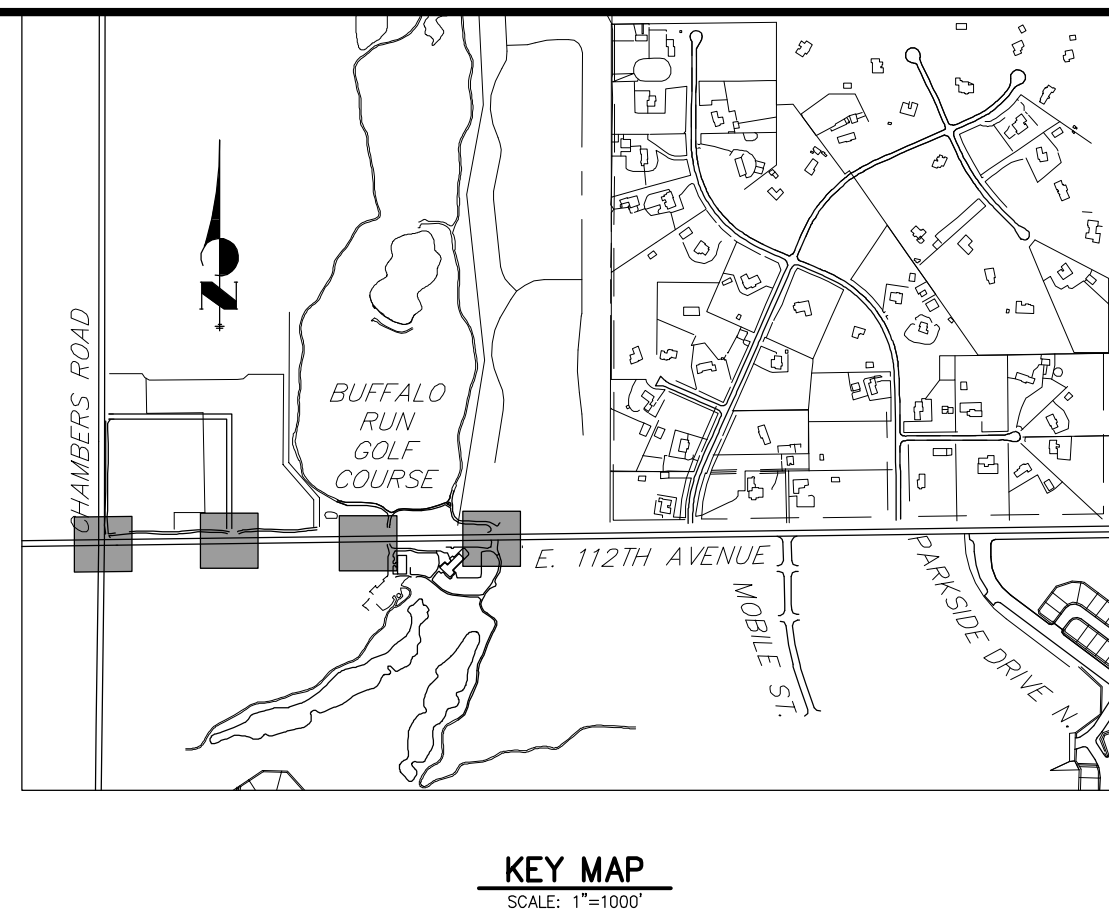
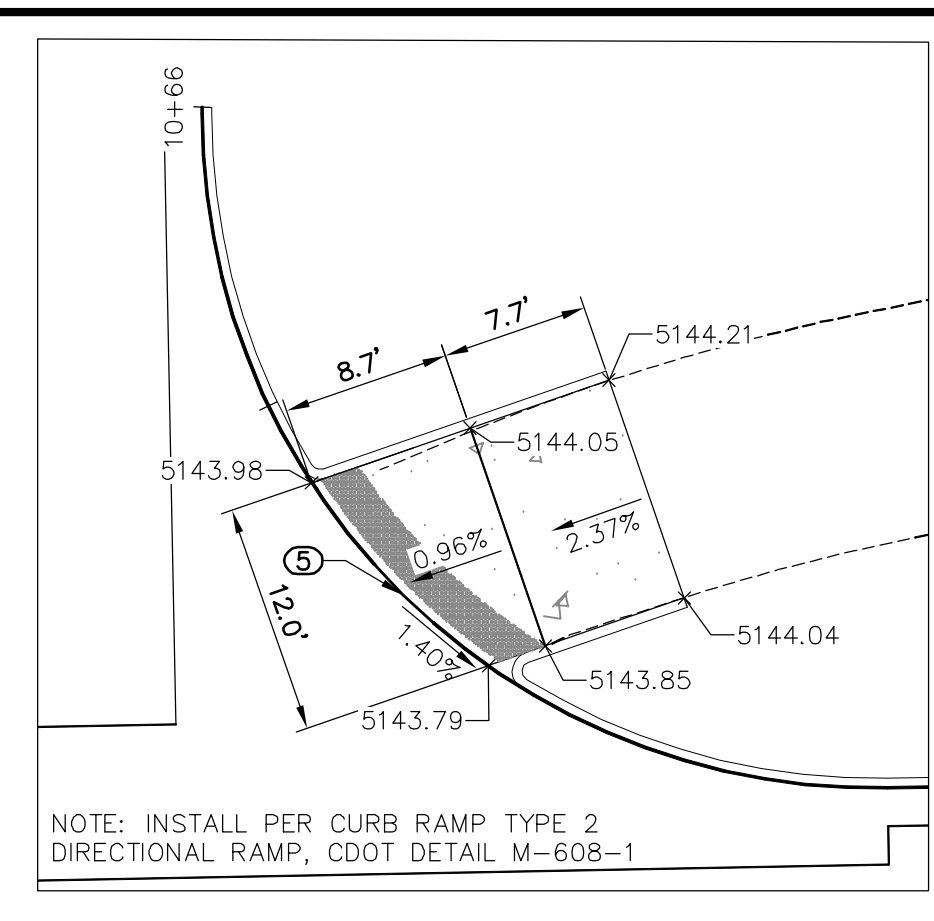
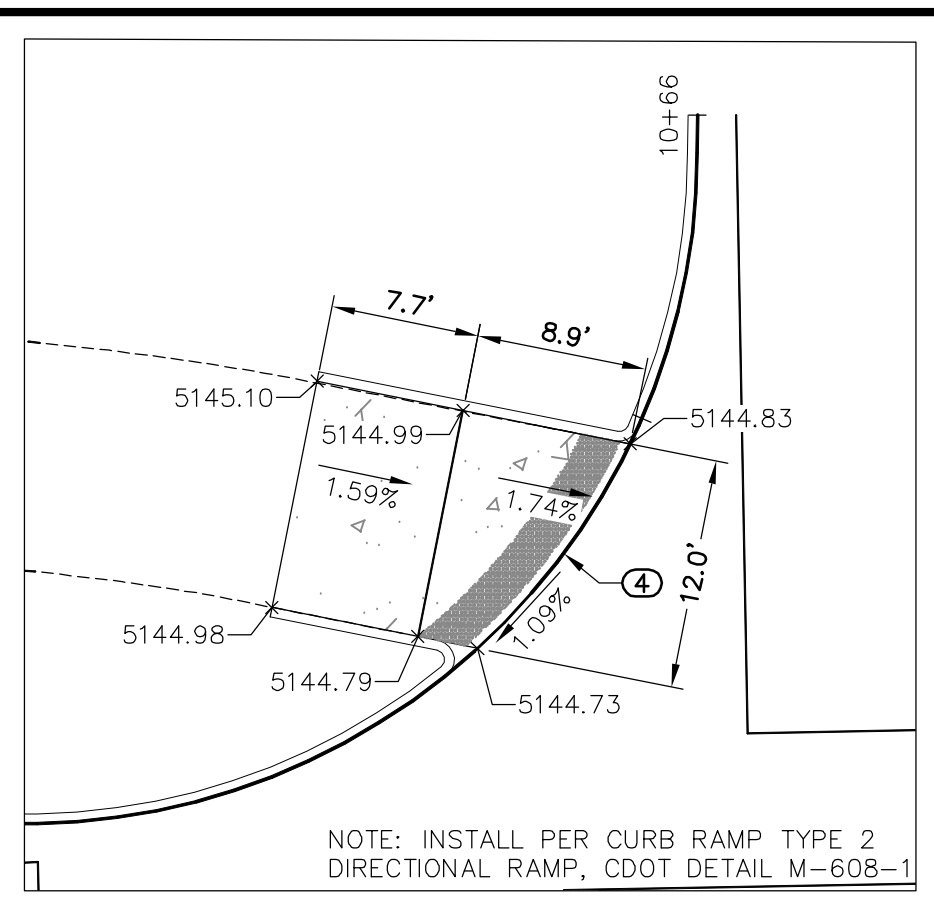
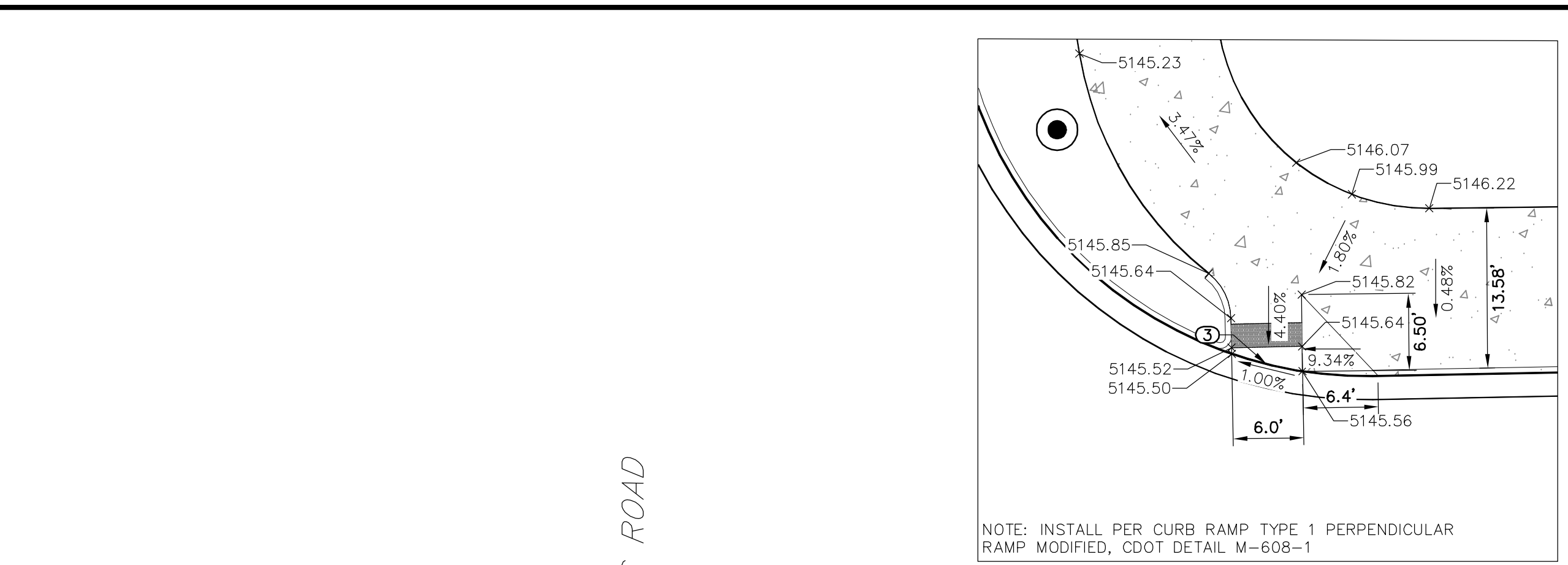


8-26-19

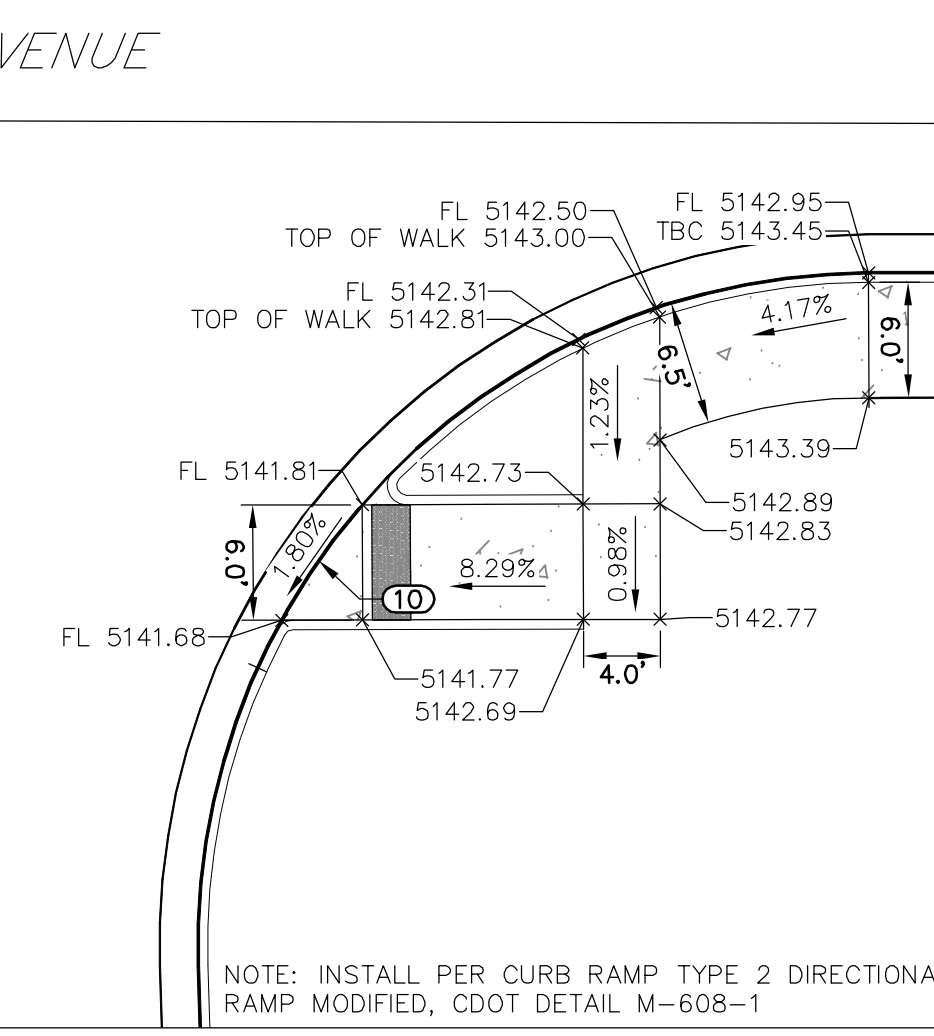
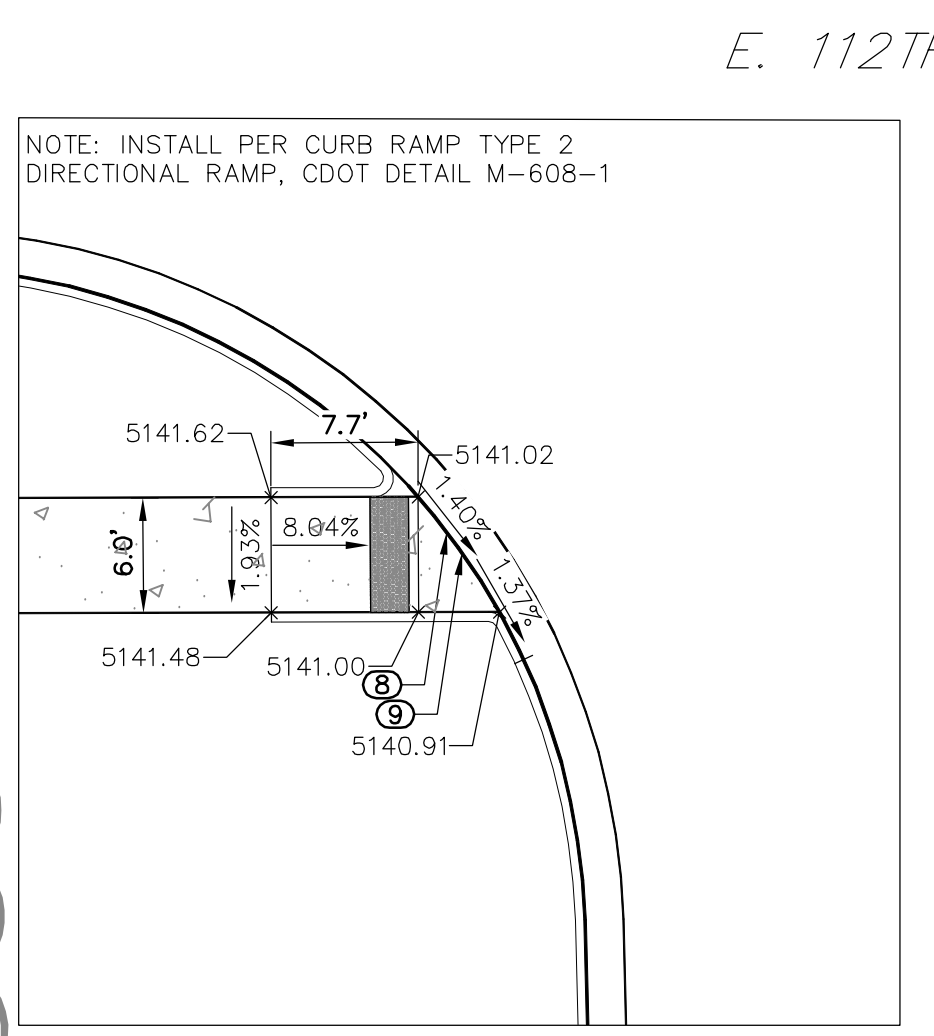
**E. 112TH AVENUE  
 IMPROVEMENTS PHASE 1  
 ROADWAY DETAILED PLANS**

SHEET 76 OF 212  
 JOB NO. 14421.50

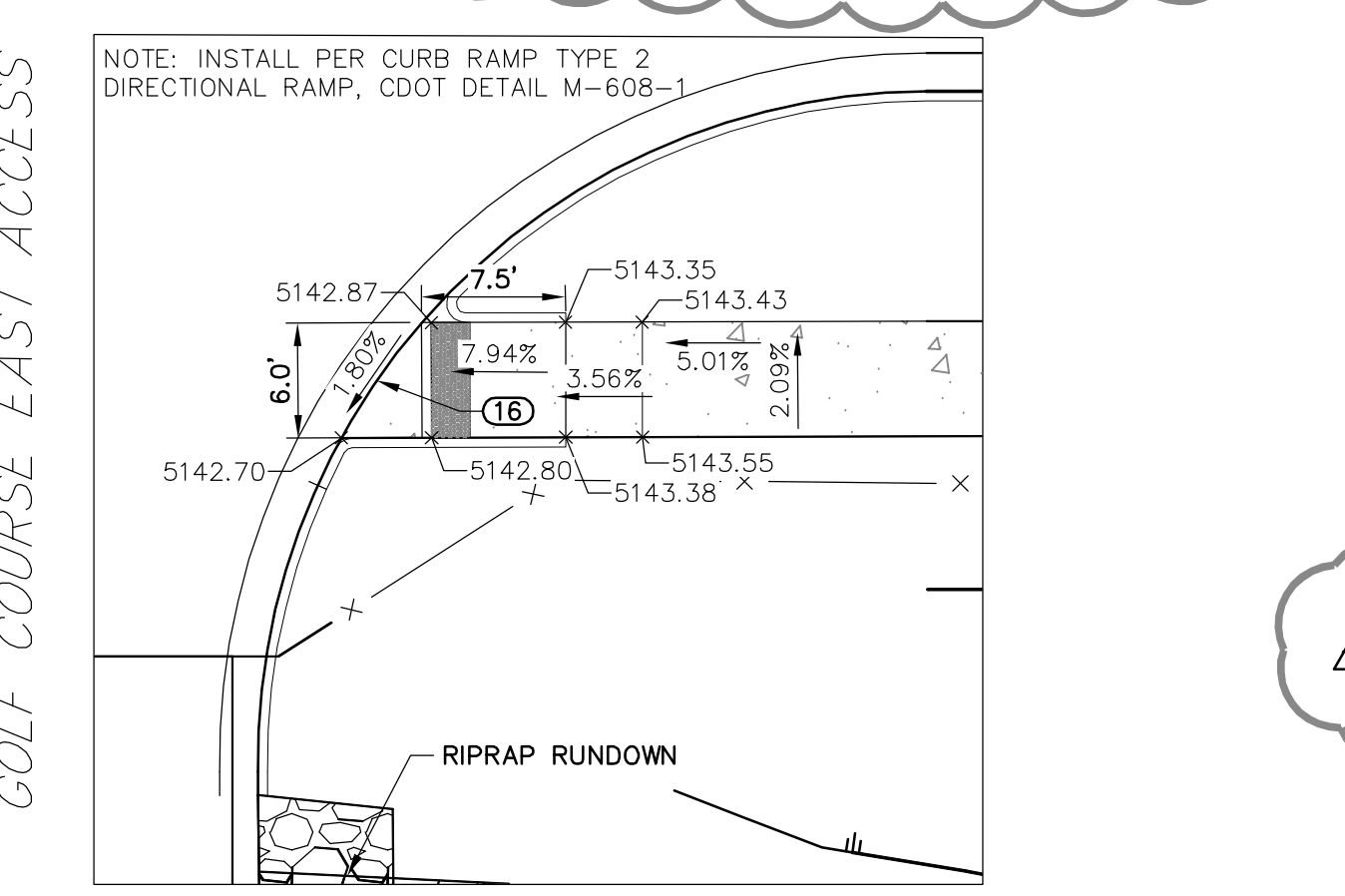
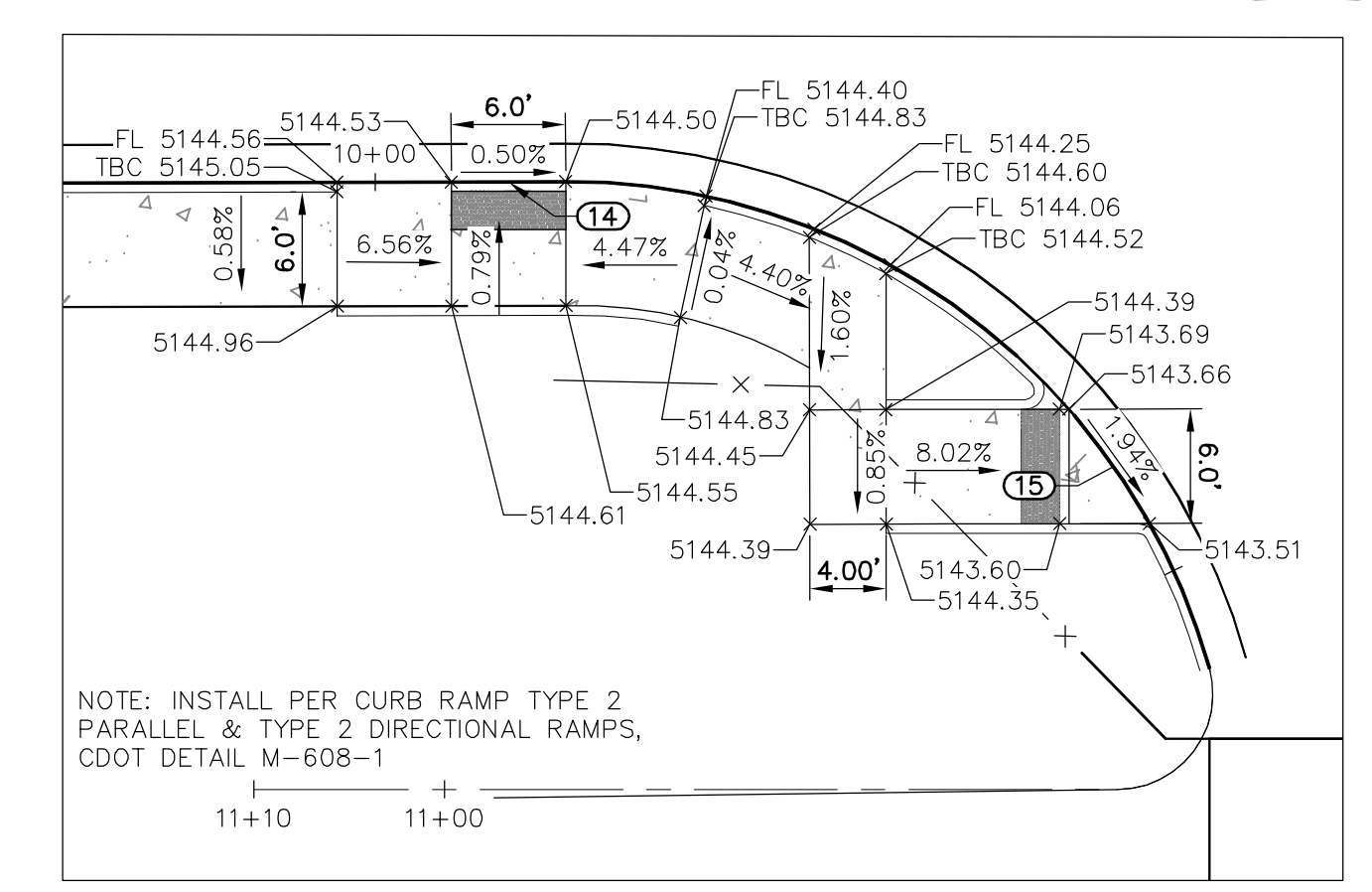
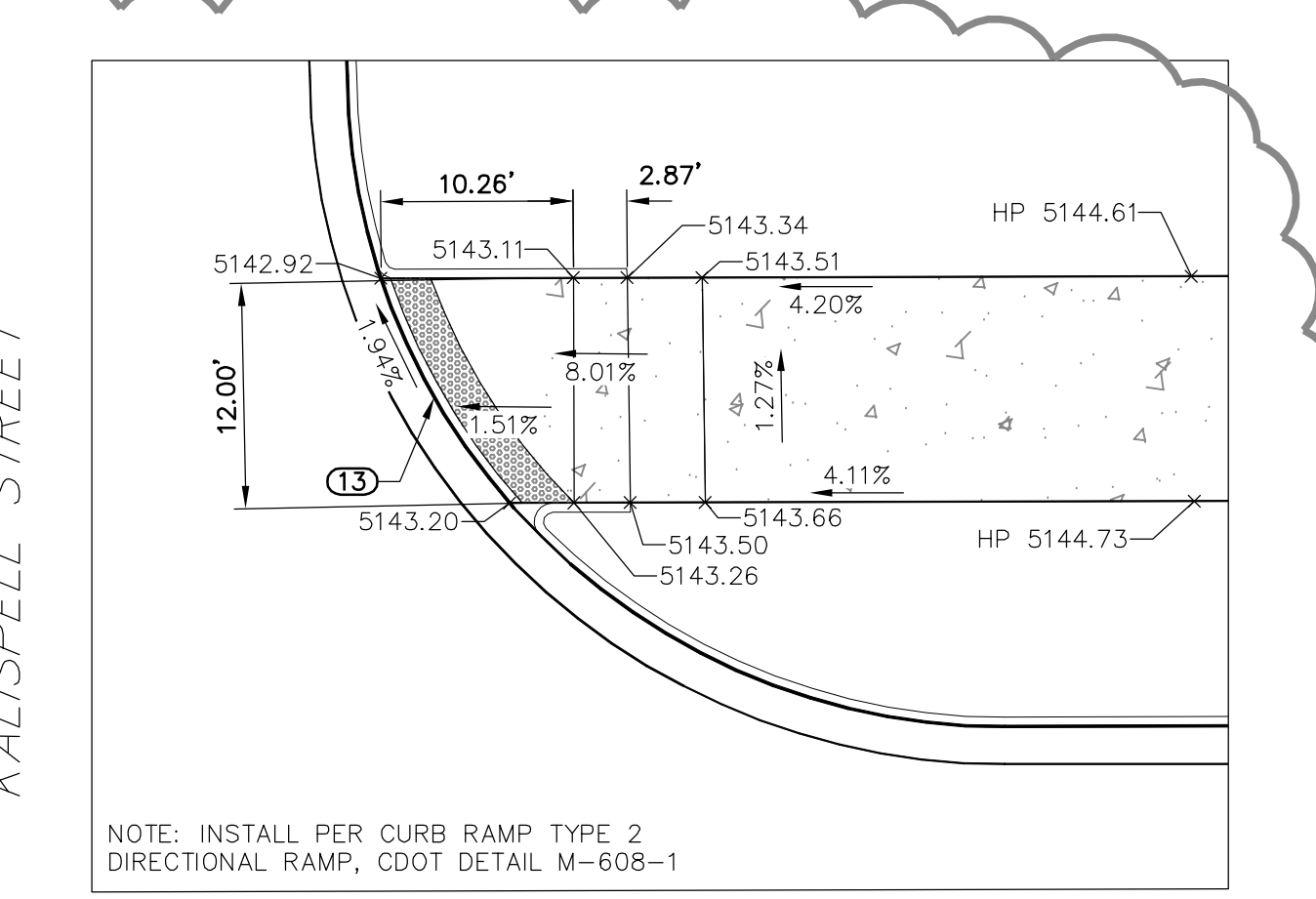
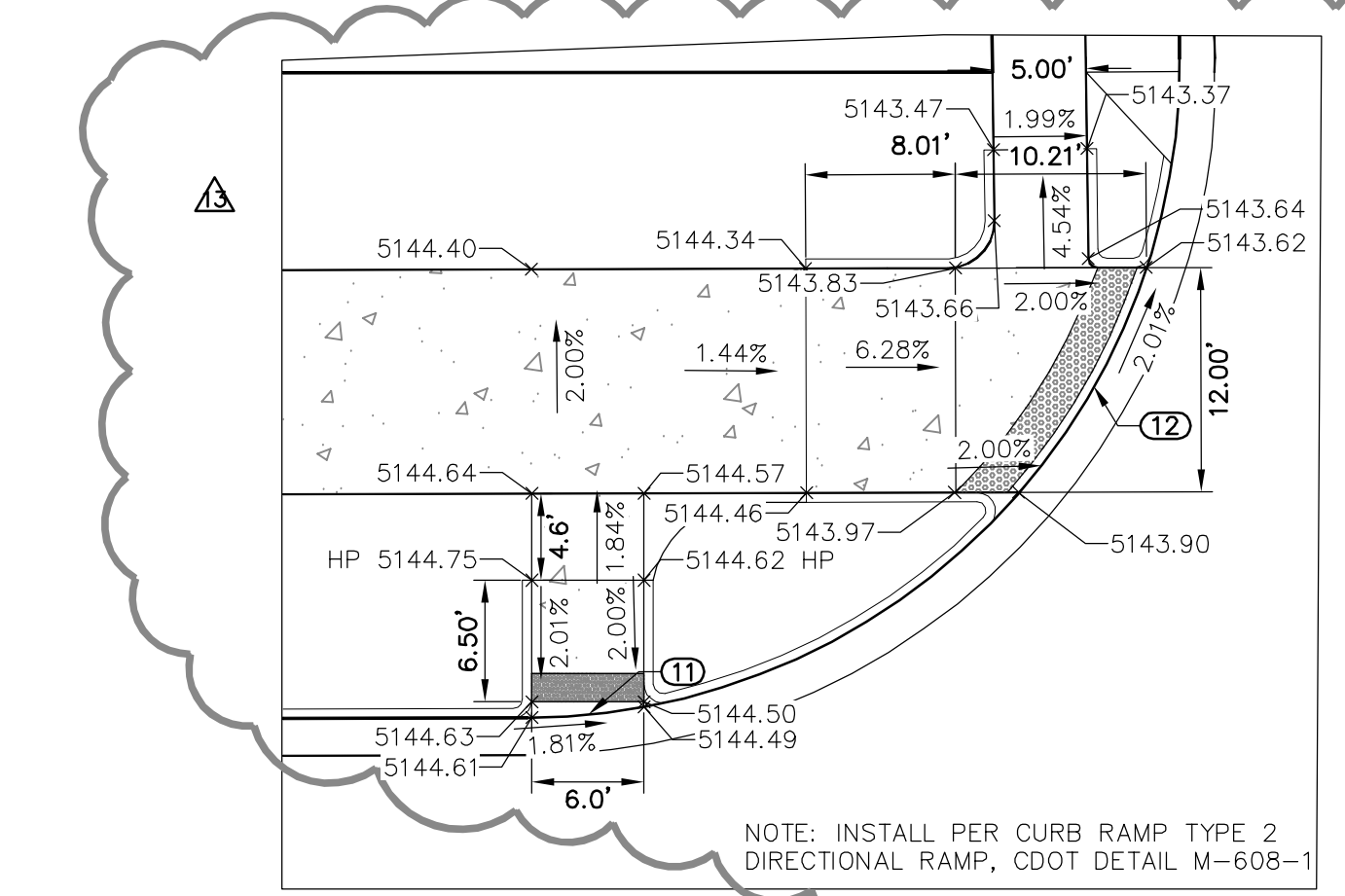




E. 112TH AVE & THE GREENS ACCESS INTERSECTION



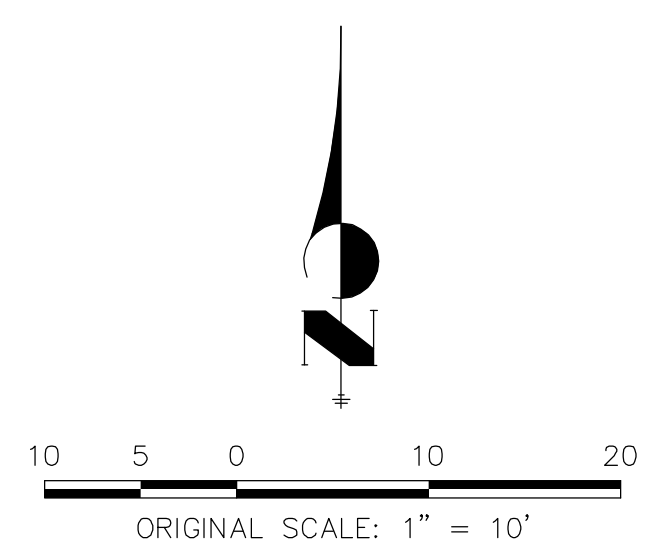
E. 112TH AVE & GOLF COURSE WEST ACCESS INTERSECTION



E. 112TH AVE & GOLF COURSE EAST ACCESS INTERSECTION

POINT NUMBER	STATION	OFFSET	ALIGNMENT	ELEVATION	NOTES	DESCRIPTION
1	1000+43.93	66.66' (RT)	CL- E 112TH AVENUE PH1	5144.12		HC RAMP MID PT
2	1000+63.62	32.55' (RT)	CL- E 112TH AVENUE PH1	5145.44		HC RAMP MID PT
3	1000+64.01	34.17' (LT)	CL- E 112TH AVENUE PH1	5145.53		HC RAMP MID PT
4	1006+92.33	36.54' (LT)	CL- E 112TH AVENUE PH1	5144.80		HC RAMP MID PT
5	1007+37.69	33.52' (LT)	CL- E 112TH AVENUE PH1	5143.87		HC RAMP MID PT
6	1006+86.43	43.89' (RT)	CL- E 112TH AVENUE PH1	5143.93		HC RAMP MID PT
7	1007+38.14	43.89' (RT)	CL- E 112TH AVENUE PH1	5143.54		HC RAMP MID PT
8	1012+67.40	42.82' (RT)	CL- E 112TH AVENUE PH1	5140.99		HIGH PT
9	1012+68.19	43.89' (RT)	CL- E 112TH AVENUE PH1	5140.97		HC RAMP MID PT
10	1013+30.69	43.89' (RT)	CL- E 112TH AVENUE PH1	5141.75		HC RAMP MID PT
11	1020+21.77	23.16' (LT)	CL- E 112TH AVENUE PH1	5144.56		HC RAMP MID PT
12	1020+48.85	40.68' (LT)	CL- E 112TH AVENUE PH1	5143.76		HC RAMP MID PT
13	1021+07.77	40.64' (LT)	CL- E 112TH AVENUE PH1	5143.08		HC RAMP MID PT
14	1020+21.76	29.00' (RT)	CL- E 112TH AVENUE PH1	5144.52		HC RAMP MID PT
15	1020+53.48	44.00' (RT)	CL- E 112TH AVENUE PH1	5143.59		HC RAMP MID PT
16	1020+98.04	44.00' (RT)	CL- E 112TH AVENUE PH1	5142.77		HC RAMP MID PT
26	999+54.65	64.96' (RT)	CL- E 112TH AVENUE PH1	5144.37		HC RAMP MID PT

- NOTES**
- ALL STATIONING IS CENTERLINE OF ULTIMATE SECTION UNLESS OTHERWISE NOTED.
  - ALL PROFILE ELEVATIONS ARE CENTERLINE UNLESS OTHERWISE NOTED.
  - SEE SHEET 3 FOR LEGEND.
  - SEE SHEET 4 FOR TYPICAL STREET SECTIONS.
  - SEE SHEETS 73-80 FOR ROADWAY DETAILED PLANS.
  - SEE SHEETS 119-123 FOR SIGNAGE AND STRIPING.
  - ALL CURB RADII ARE 35', MEASURED FROM FLOWLINE, UNLESS OTHERWISE NOTED.
  - SIDEWALK SHALL BE A DEPTH OF 4 INCHES.
  - DETECTABLE WARNING SURFACES LOCATED ON CURB RAMPS SHALL HAVE RADII OF 35' UNLESS OTHERWISE NOTED.
  - FOR ADDITIONAL PEDESTRIAN PUSH BUTTON INFORMATION SEE TRAFFIC SIGNAL PLANS



**ENGINEER'S STATEMENT**  
 PREPARED UNDER MY DIRECT SUPERVISION  
 AARON LEE CLUTTER, P.E.  
 COLORADO NO. 36742  
 FOR AND ON BEHALF OF JR ENGINEERING, LLC.

8-26-19

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE ENGINEERING AGENCIES, OR ENGINEERING APPROVES THEIR USES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR  
**REUNION METROPOLITAN DISTRICT**  
 17910 E PARKSIDE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 ATTN: MATT URKOSKI  
 (303) 288-5431

**J.R. ENGINEERING**  
 A Westman Company  
 Centennial 303-740-9883 • Colorado Springs 719-588-2583  
 Fort Collins 970-491-9888 • www.jrengineering.com

BY	DATE	REVISION	NO.
ANI	6/5/20	DCN #13	1

1"=10'  
 H-SCALE  
 V-SCALE  
 DATE  
 DESIGNED BY  
 DRAWN BY  
 CHECKED BY

**E. 112TH AVENUE IMPROVEMENTS PHASE 1 MEDIAN AND CURB RAMP PLANS**

SHEET 89 OF 212  
 JOB NO. 14421.50

**FIELD CHANGE NOTIFICATION**

<b>PROJECT:</b>	<b>PROJECT NO.</b>	<b>FIELD CHANGE NO.</b>
<b>112TH AVENUE PHASE 1 IMPROVEMENTS</b>	<b>14421.50</b>	<b>9</b>
<b>BID SCHEDULE D</b>		

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI on lowering the existing 16” potable water line west of Kallispell Street in 112<sup>th</sup> Avenue. While constructing the dual elliptical pipes, HEI discovered the existing 16” potable water line was in conflict with the installation of the pipes. HEI will need to lower the existing 16” potable water line that is in conflict with the dual RCPs at STA 1+76.38. The following are the general descriptions of changes that have occurred to Bid Schedule D. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN’s shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule D - REUNION COSTS</b>					
D57	Connect to Existing Waterline	1	EA	\$ 1,123.00	\$ 1,123.00
D58	16" Waterline Lowering (Full)	1	EA	\$ 10,714.00	\$ 10,714.00
*D74	30" Steel Casing	25	LF	\$ 175.00	\$ 4,375.00
Bid Schedule D Total					\$ 16,212.00
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 16,212.00</b>

\*Indicates New Item

- 
- FIELD CHANGE REQUEST (FCR No.)\_\_\_\_\_
  - REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
  - DISPOSITION OF NONCONFORMING ITEM
  - CHANGES IN REGULATORY/OTHER REQUIREMENTS
  - OTHER
- 
- PER DESCRIPTION LISTED ABOVE
- 

- EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLES BOXES
- COPIES OF MARKED-UP AREA(S) OF DRAWING(S)
  - FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      RFI #16, Sheet 46, HEI's Pricing
- 

COMMENTS      SCHEDULE ERECTED/PLACEMENT DATE(S)\_\_\_\_\_

ORIGINATOR: JR ENGINEERING      DATE 4/16/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell


JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

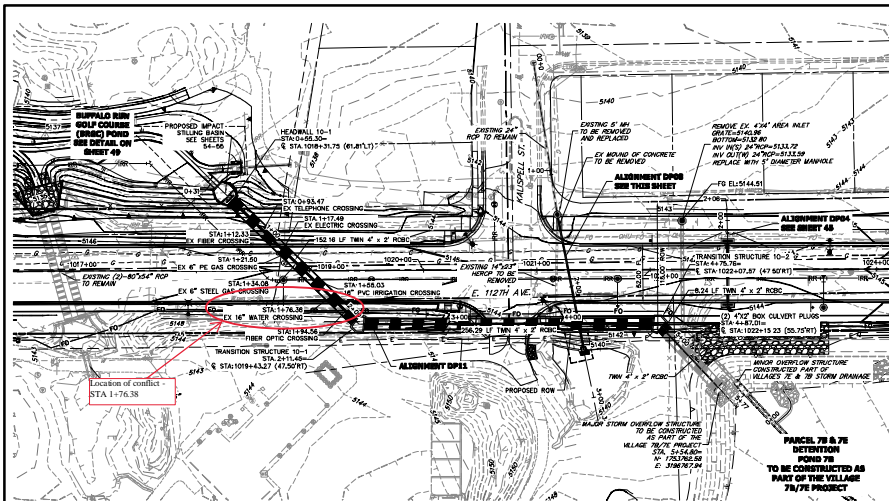
04/23/2020  
Date

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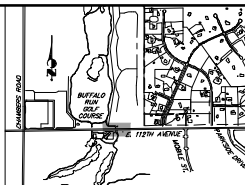
 <b>REQUEST FOR INFORMATION</b>	ROUTING	DATE SENT	DATE RECEIVED
<b>OWNER: Reunion Metropolitan District</b>	Contractor to Engineer/	04/16/2020	
<b>PROJECT: E 112<sup>th</sup> Improvements Ph I</b>	Engineer to Contractor		
<b>CONTRACTOR: Hudick Excavating Inc</b>			
<b>RFI TITLE: RFI #16 - Double Elliptical Pipe Conflict</b>			
<b>REFERENCE: Drawing No.: 14421.50 Location:</b>			
<b>Spec Section: Page: 14 and 46</b>			
<b>Other:</b>			
<b>REQUEST</b>			
The following <input checked="" type="checkbox"/> information, <input type="checkbox"/> interpretation, or <input type="checkbox"/> clarification is provided as described below or in the attachments:			
<p>While putting in the double elliptical pipe, the 16" potable water line was in the way of the doubles alignment. According to pothole 29 on sheet 14 of the plans, the T.O.P Elevation of the 16" water line is 5139.18' and on sheet 46 profile DP11, the double elliptical pipe at the same location has an elevation of approximately 5139' as well, clearly showing a conflict. Please advice on how you would like HEI to proceed.</p>			
By: <i>Josh Hollander</i>		Date: 4/16/2020	
<b>RESPONSE</b>			
The following <input type="checkbox"/> information, <input type="checkbox"/> interpretation, or <input type="checkbox"/> clarification is provided as described below or in the attachments:			
<p>JR Response: 16" potable waterline will need lowered. JR will issue a Field Change Notification.</p>			
By: <i>Mukul Son</i>		Date: 4/17/2020	



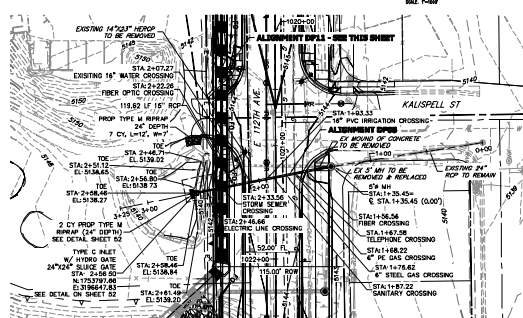


**STORM SEWER NOTES:**

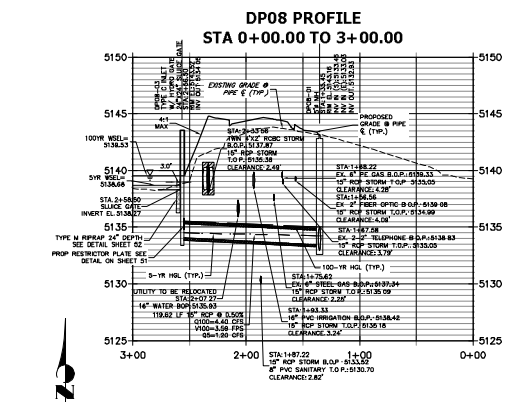
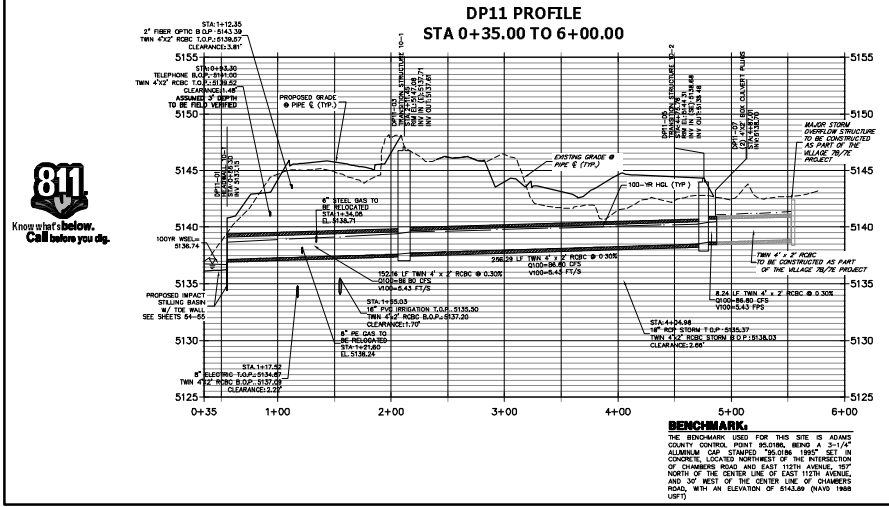
- SEE SHEET 1 FOR LEGEND
- ALL STATIONING IS PIPE CENTERLINE UNLESS OTHERWISE NOTED
- INLET STATIONING IS TO THE CORNER OF INLET
- PIPE LENGTHS ARE FROM INSIDE OF INLET WALL TO INSIDE OF INLET WALL FROM CENTER OF MANHOLE TO INSIDE INLET WALL OR FROM CENTER OF MANHOLE TO CENTER OF MANHOLE PIPE LENGTHS INCLUDE FEES
- ALL OVERSIZES SHALL CORRESPOND TO MATCH R.O.C. ELEVATIONS AT EACH END, FOLLOWING STREET GRADES
- PIPE RECORDS SHALL CORRESPOND TO CITY OF COMMERCE CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS
- CONCRETE MANHOLE AND ALIGNED END SECTION DETAILS, SEE CITY OF COMMERCE R.O.C. 18-37
- REFER TO UTILITY RELOCATION PLANS ON SHEETS 16-37 FOR RECONNECTED UTILITY STRUCTURES
- REFER TO THE SAKRED WATER AND IRRIGATION PLANS FOR THE WATER AND IRRIGATION RELOCATION PLAN & PROFILES
- POLYPROPYLENE (PP) PIPE SHALL BE ADS INC. HP STORM OR ALL OTHER CONCRETE STORM SEWER SYSTEM CONNECTIONS IMPACT BY THE PROJECT SHALL BE RECONNECTED



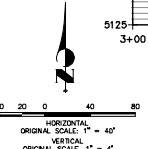
UNITS: EXCEPT WHERE SHOWN OTHERWISE, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 APPROVED BY THE ENGINEER:  
 COMMERCIAL DISTRICT  
 1730 E. PARADISE DRIVE, NORTH  
 ADDRESS: 1730 E. PARADISE DRIVE, NORTH  
 CITY: COMMERCE, CO. 80022  
 COUNTY: WASHINGTON  
 STATE: COLORADO  
 LICENSE NO.: 10037  
 EXPIRES: 12/31/2023  
 AUTHORIZATION: 2688-243



PREPARED BY: J.R. ENGINEERING  
 1730 E. PARADISE DRIVE, NORTH  
 COMMERCIAL DISTRICT  
 1730 E. PARADISE DRIVE, NORTH  
 CITY: COMMERCE, CO. 80022  
 COUNTY: WASHINGTON  
 STATE: COLORADO  
 LICENSE NO.: 10037  
 EXPIRES: 12/31/2023  
 AUTHORIZATION: 2688-243



**BENCHMARK**  
 THE BENCHMARK USED FOR THIS SITE IS ADAMS COUNTY CONTROL POINT BOUNDARY, BEING A 2-1/2' ALUMINUM CUBE STAMPED '65010M 1995' SET IN CONCRETE, LOCATED NORTHWEST OF THE INTERSECTION OF CHAMBERS ROAD AND EAST 112TH AVENUE, 100' NORTH OF THE CENTER LINE OF EAST 112TH AVENUE, AND 300' WEST OF THE CENTER LINE OF CHAMBERS ROAD, WITH AN ELEVATION OF 5143.90 (NAVD 1988 USFT)



**ENGINEER'S STATEMENT**

PREPARED UNDER MY DIRECT SUPERVISION  
 AND TO THE BEST OF MY KNOWLEDGE AND BELIEF  
 THIS DRAWING ACCURATELY REPRESENTS THE  
 PROJECT DESCRIBED HEREON.  
 AARON LEE CLUTTER, P.E.  
 COLORADO NO. 36712  
 FOR AND ON BEHALF OF J.R. ENGINEERING, LLC.



NO.	DATE	BY	DATE	BY	DATE	BY
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SHEET 46 OF 212  
 JOB NO 14421.50

# E 112th Ave Improvements FCN 9 - 16" Waterline Conflict



## Hudick Excavating Inc. dba HEI CIVIL

5460 Montana Vista Way

Castle Rock, CO 80108

**Contact:** Josh Hollander

**Phone:** 303-688-9500

**Fax:** 303-688-5254

Date: 4/20/2020

Quote To: Contour Services/ JR Engineering

Job Name: E 112th Ave Improvements

Date of Plans: 8/26/19

Attention: Joseph Fritz/ Michele Tom

Revision Date:

HEI Bid Number: JH20019

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4057	Connect to Existing Waterline	1.00	EA	1,123.00	1,123.00
4058	16" Waterline Lowering (Full)	1.00	EA	10,714.00	10,714.00
4059	30" Steel Casing	25.00	LF	175.00	4,375.00
<b>GRAND TOTAL</b>					<b>\$16,212.00</b>

### NOTES:

Please call with any questions

**FIELD CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULES B, C, D** PROJECT NO. **14421.50** FIELD CHANGE NO. **10**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document changes to the scope of work to include landscape irrigation sleeving. The landscape irrigation sleeving listed below was to be part of the 112<sup>th</sup> Avenue Landscape Improvements. HEI asked if it would be better for them to do the sleeving now with the 112<sup>th</sup> Avenue Improvements since they could trench in the sleeving instead of the landscape contractor having to bore in the sleeves at a later time. Since boring sleeves can be more costly and can, in some instances, cause concrete buckling to sidewalks, HEI will install the sleeving. HEI will be required to mark sleeving ends with 2x4 or something similar so landscape contractor can easily locate them. The following are the general descriptions of changes that have occurred to Bid Schedules B, C, & D. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule B - REUNION/COMMERCE CITY COSTS</b>					
*B68-A11	PVC Sleeve (2") BRGC Frontage	310	LF	\$ 11.50	\$ 3,565.00
*B69-C12	PVC Sleeve (2") Lokal Frontage	48	LF	\$ 11.50	\$ 552.00
*B69-C13	PVC Sleeve (4") Lokal Frontage	36	LF	\$ 13.00	\$ 468.00
<b>Bid Schedule C - COMMERCE CITY COSTS</b>					
*C36-11	PVC Sleeve (2") BRGC Parking Lot	145	LF	\$ 11.50	\$ 1,667.50
<b>Bid Schedule D - REUNION COSTS</b>					
*D80-A32	PVC Sleeve (2") Reunion	180	LF	\$ 11.50	\$ 2,070.00
*D80-A33	PVC Sleeve (4") Reunion	160	LF	\$ 13.00	\$ 2,080.00
*D80-A34	PVC Sleeve (6") Reunion	20	LF	\$ 15.50	\$ 310.00
*D80-B21	PVC Sleeve (2") Reunion	200	LF	\$ 11.50	\$ 2,300.00
*D80-B22	PVC Sleeve (4") Reunion	200	LF	\$ 13.00	\$ 2,600.00
					Bid Schedule B Total \$ 4,585.00
					Bid Schedule C Total \$ 1,667.50
					Bid Schedule D Total \$ 9,360.00
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 15,612.50</b>

\*Indicates New Item

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<hr/>	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<hr/>	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<hr/>	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<hr/>	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
<hr/>	<input type="checkbox"/> OTHER

PER DESCRIPTION LISTED ABOVE

---

**EXHIBITS ATTACHED**       NO       YES. IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      HEI's Pricing

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COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** \_\_\_\_\_ DATE 4/20/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG W A S S E N A A R Materials Testing: Jon Waanders
- S A C W S D: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

*Aaron Clutter*      04/23/2020  
District Engineer      Date

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Company Name

Date: \_\_\_\_\_

Quote To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

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\_\_\_\_\_

## FIELD CHANGE NOTIFICATION

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PROJECT:	PROJECT NO.	FIELD CHANGE NO.
<b>112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE D</b>	<b>14421.50</b>	<b>12</b>

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### **PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document a change to the irrigation line tie-in at Mobile Street. HEI discovered the irrigation line they are tying into on Mobile Street is a 4" line, not an 8" line as called out in the plans. HEI will connect the 8" line to the 4" line with a reducer. FCN's shall be added to the Contract by signed change order.

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<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE <input type="checkbox"/> OTHER

---

**EXHIBITS ATTACHED**  NO  YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)  OTHER (Describe)

---

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_


ORIGINATOR: **JR ENGINEERING** DATE 5/26/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

5/28/2020  
Date

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**FIELD CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE D** PROJECT NO. **14421.50** FIELD CHANGE NO. **13**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI Civil on the existing silt fence on the south side of 112<sup>th</sup> Avenue east of HEI's construction trailer. The silt fence is in the way of United Power's relocation of the electric line. HEI will need to relocate the silt fence approximately 10' to the south. The following are the general descriptions of changes that have occurred to Bid Schedule D. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule D - REUNION COSTS</b>					
*D75	Relocation of Silt Fence for UP Work	925	LF	\$ 1.25	\$ 1,156.25
Bid Schedule D Total					\$ 1,156.25
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 1,156.25</b>

\*Indicates New Item

---

<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE <input type="checkbox"/> OTHER

---

**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      HEI's FCN Costs

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COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING**      DATE 5/29/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING  
  
\_\_\_\_\_  
District Engineer

5/29/2020  
\_\_\_\_\_  
Date

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# E112th Ave Improvements - Remove and Replace Silt Fence



## Hudick Excavating Inc. dba HEI CIVIL

5460 Montana Vista Way

Castle Rock, CO 80108

**Contact:** Josh Hollander

**Phone:** 303-688-9500

**Fax:** 303-688-5254

Date: 5/29/2020

Quote To: Countour Services/ JR Engineering

Attention: Joey Fritz/ Michele Tom

Phone:

Fax:

Job Name:

Date of Plans:

Revision Date:

HEI Bid Number: JH20031

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Remove and Replace Silt Fence	925.00	LF	1.25	1,156.25
<b>GRAND TOTAL</b>					<b>\$1,156.25</b>

### NOTES:

Please call with any questions

**FIELD CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE D** PROJECT NO. **14421.50** FIELD CHANGE NO. **15**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document a blow off valve relocation made by HEI. HEI discovered there was an existing blow off valve located at STA 1026+80 on the south side of 112<sup>th</sup> Avenue in the proposed curb line. An onsite meeting was held on 6/2/2020 with JR Engineering, HEI, and SACWSD. SACWSD decided the blow off valve and cap would need removed and a new cap would need installed and restrained per SACWSD Standards. Work was performed on a T&M basis. The following are the general descriptions of changes that have occurred to Bid Schedule D. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule D - REUNION ONLY COSTS</b>					
*D76	Relocation of Blow Off Valve (T&M)	1	LS	\$ 5,712.29	\$ 5,712.29
Bid Schedule D Total					\$ 5,712.29
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 5,712.29</b>

\*Indicates New Item

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<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE <input type="checkbox"/> OTHER

---

**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLES BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      HEI's T&M Report, RFI #26

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COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** \_\_\_\_\_ DATE 6/9/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING



District Engineer

6/10/2020

Date

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5460 Montana Vista Way  
 Castle Rock, CO 80108  
 Phone 303 688-9500  
 Fax 303 688-5254

Equal Opportunity Employer

9-Jun-20

Reunion Metropolitan District  
 19710 E Parkside Dr North  
 Commerce City, CO 80222

Re: 2019-42 E 112th Improvements Ph I

**I N V O I C E**

						Extended
Date	Description	Eq #	Quantity	Unit	Unit Cost	Cost
<b>6/3/2020 Remove Blow-off Valve in Curb Line</b>						
	Foreman (1)		5.00	HR	\$105.00	\$ 525.00
	Operator (2)		10.00	HR	\$72.00	\$ 720.00
	Laborer (3)		15.00	HR	\$64.00	\$ 960.00
	Pipe Layer (1)		5.00	HR	\$79.00	\$ 395.00
	Superintendent (1)		1.50	HR	\$151.00	\$ 226.50
	Materials - 16" Solid cap, Gasket Pack, Megalug		1.00	LS	\$611.79	\$ 611.79
	950 CAT Loader		4.00	HR	\$176.00	\$ 704.00
	336FL Excavator		5.00	HR	\$250.00	\$ 1250.00
	Concrete		2.00	YD	\$160.00	\$ 320.00
<b>INVOICE TOTAL:</b>						<b>\$ 5,712.29</b>

\*\*\*\*\* D U E N E T 3 0 D A Y S \*\*\*\*\*



# Daily Time and Materials (T&M) Report

611

**Date:** 6/3/2020

**Foreman:** Alexander Ochoa (OCHALE)

Hudick Excavating, Inc.

## 2019-42 (E 112th Avenue Imprv Ph I)

**XW18245 - Blow off valve in curb line**

**Quantity: 5**

### Notes:

We started by uncovering the valve box that we had to open to be able to close the main off to remove the blow off

We dugged the blow off up and we took it apart we removed a thrust block that was about 9 ft long  
Then we removed the 16" blow off cap that was existing there and we installed a new solid 16" cap

We also installed another 9 ft thrust block at the end of the plug

We ended up removing a full blow off assembly with the valve and the 16" cap with the 2" hole on it and the thrust block and we reinstalled one solid 16" cap one gasket pack,one new mega lug and poured a thrust block {2 yards f concrete}  
Plus one hr for backfilling

1.5 superintendent hours

### Labor

	Hours
GOJUAN - Juan A Gonzalez Angeles	5
GUZALE - Alejandro Guzman Barrosa	5
GUZMAR - Marco A Guzman Barroso	5
HERNJO - Jose A Hernandez Garcia	5
LANALE - Alex Landa	5
OCHALE - Alexander Ochoa	5
TRUROY - Roy Trujillo	5

**Total Labor Hours: 35**

**Equipment**

H0062 - 2018 CAT 336FL EXCAVATOR  
L0078 - 2018 CAT 950M LOADER


<sup>612</sup>  
**Hours**

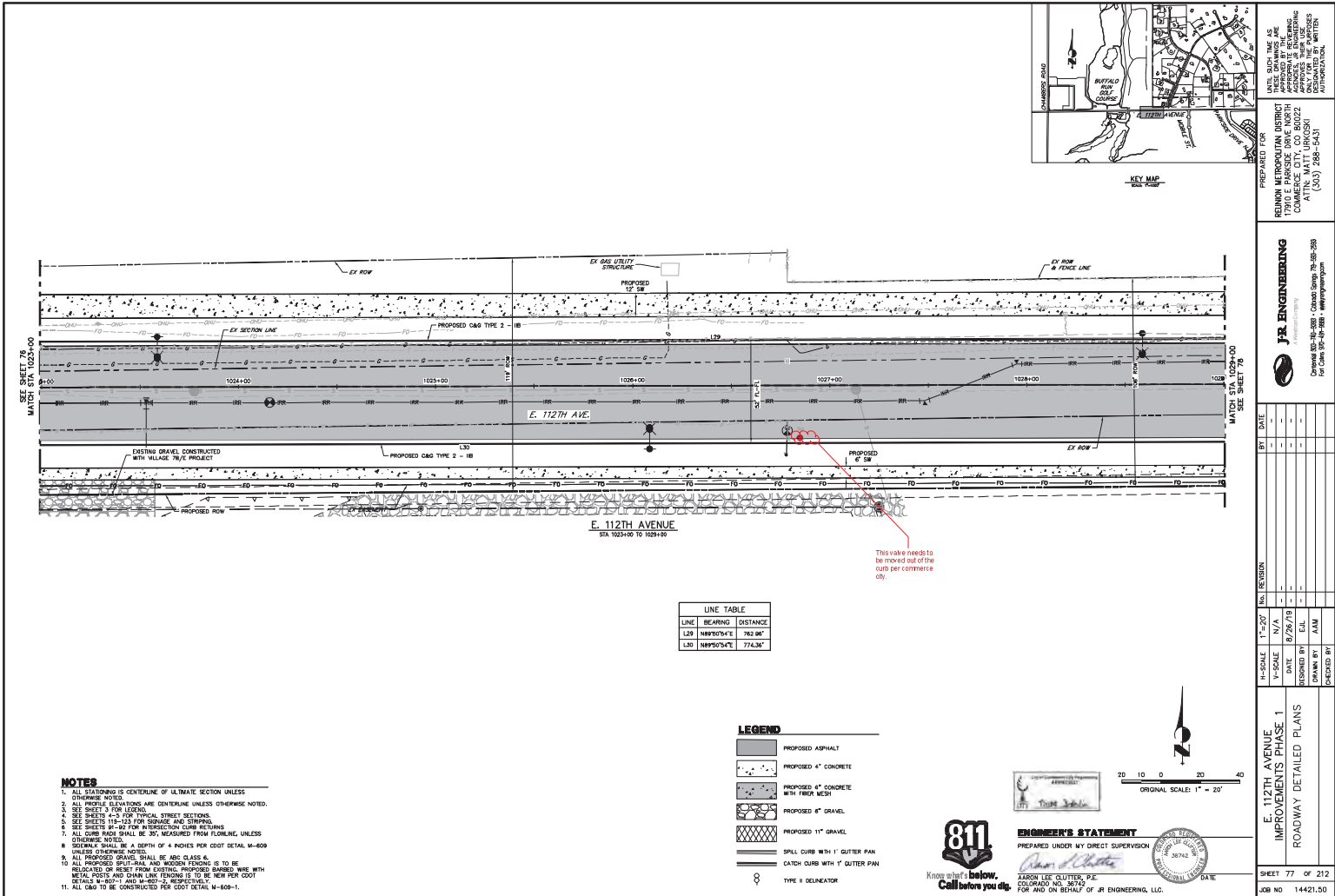
5

4

**Total Equipment Hours: 9**

A handwritten signature in black ink, appearing to read "Michael D." with a stylized flourish at the end.

 <b>REQUEST FOR INFORMATION</b>	ROUTING	DATE SENT	DATE RECEIVED
<b>OWNER: Reunion Metropolitan District</b>	Contractor to Engineer/	05/29/2020	
<b>PROJECT: E 112<sup>th</sup> Improvements Ph I</b>	Engineer to Contractor		
<b>CONTRACTOR: Hudick Excavating Inc</b>			
<b>RFI TITLE: RFI #26 - Blow Off in Curb Line</b>			
<b>REFERENCE: Drawing No.: <u>14421.50</u> Location: _____</b>			
<b>Spec Section: _____ Page: <u>77</u></b>			
<b>Other: _____</b>			
<b>REQUEST</b>			
<p>The following <input checked="" type="checkbox"/> information, <input type="checkbox"/> interpretation, or <input type="checkbox"/> clarification is provided as described below or in the attachments:</p>			
<p>On sheet 77 of the plans, at approximately station 1026+80 on the south side of 112<sup>th</sup> Ave., there is a blow off valve that is located where the curb is planned to be placed. Per Commerce City Spec, this is not allowed and will need to be moved north so that it is under the asphalt. Please direct HEI on how to proceed. A quick turnaround is appreciated since asphalt paving is scheduled for June 15<sup>th</sup>.</p>			
By: <i>Josh Hollander</i>		Date: 5/29/2020	
<b>RESPONSE</b>			
<p>The following <input type="checkbox"/> information, <input type="checkbox"/> interpretation, or <input type="checkbox"/> clarification is provided as described below or in the attachments:</p>			
<p>Follow up response 6/3/2020 by Michele Tom: A site meeting was held on 6/2/2020 with Rocky, Jerry and Brian. Per Jerry Goetz with SACWSD: The blow off will be removed as well as the tapped cap. A new cap will be installed and restrained per SACWSD Standards. Attached is Jerry's sketch of the work to be performed. HEI will perform the work on a T&amp;M basis and JR will issue a FCN for the work.</p>			
By:		Date:	



LINE	BEARING	DISTANCE
L28	N89°55'4"E	762.96'
L30	N89°55'4"E	774.36'

**NOTES**

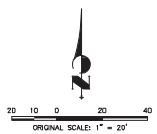
1. ALL STATIONING IS CENTERLINE OF ULTIMATE SECTION UNLESS OTHERWISE NOTED.
2. ALL PROFILE ELEVATIONS ARE CENTERLINE UNLESS OTHERWISE NOTED.
3. SEE SHEET 1 FOR LEGEND.
4. SEE SHEETS 4-5 FOR TYPICAL STREET SECTIONS.
5. SEE SHEETS 10-12 FOR SIDEWALK AND CURBS.
6. SEE SHEETS 10-12 FOR INTERSECTION CURB RETURN.
7. ALL CURB RADI SHALL BE 30', MEASURED FROM FLOORLINE UNLESS OTHERWISE NOTED.
8. SIDEWALK SHALL BE A DEPTH OF 4' UNLESS OTHERWISE NOTED.
9. ALL PROPOSED GRAVEL SHALL BE ABC CLASS 4.
10. ALL PROPOSED SPLIT-RAIL AND WOODEN FENCING IS TO BE RELOCATED OR RESET FROM EXISTING. PROPOSED DAMAGED WIRE WITH METAL POSTS AND CHAIN LINK FENCING IS TO BE NEW PER CDOT DETAIL M-1001Y AND M-1001Z RESPECTIVELY.
11. ALL C&G TO BE CONSTRUCTED PER CDOT DETAIL M-609-1.

**LEGEND**

- PROPOSED ASPHALT
- PROPOSED 4" CONCRETE
- PROPOSED 6" CONCRETE WITH FIBER MESH
- PROPOSED 6" GRAVEL
- PROPOSED 11" GRAVEL
- SPILL CURB WITH 1" OUTER PAN
- CATCH CURB WITH 1" OUTER PAN
- TYPE II DELINEATOR



**ENGINEER'S STATEMENT**  
 PREPARED UNDER MY DIRECT SUPERVISION  
 Aaron Lee Clutter, P.E.  
 COLORADO NO. 38742  
 FOR AND ON BEHALF OF J.R. ENGINEERING, LLC



LEVEL, SURVEY, AND AS-BUILT INFORMATION APPROVED BY THE ENGINEER

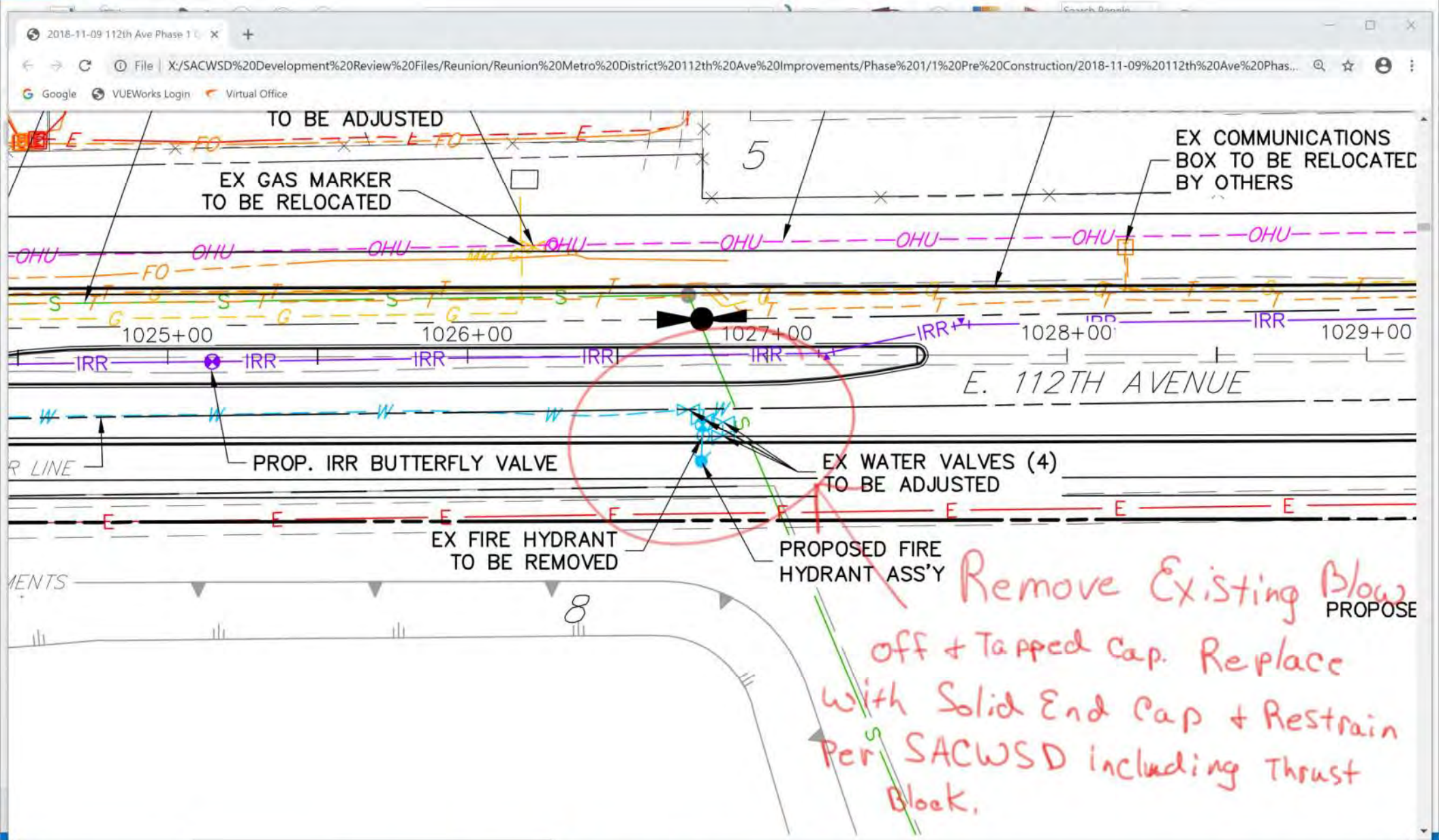
PREPARED BY: J.R. ENGINEERING, LLC  
 17310 E. PARADISE DRIVE NORTH  
 COMMERCE CITY, CO 80022  
 A. (303) 288-2431  
 FOR C&G 95-10-188 - Contact: Aaron Lee Clutter, P.E. (303) 288-2431  
 For C&G 95-10-188 - #aaron@jr-engineering.com

BY	DATE	NO.	REVISION

M-SCALE: 1" = 20'  
 V-SCALE: N/A  
 DATE: 8/26/19  
 DESIGNED BY: SCL  
 DRAWN BY: AAM  
 CHECKED BY:  

**E. 112TH AVENUE IMPROVEMENTS PHASE 1 ROADWAY DETAILED PLANS**

SHEET 77 OF 212  
 JOB NO 14421.00



**FIELD CHANGE NOTIFICATION**

PROJECT:  
**112TH AVENUE PHASE 1 IMPROVEMENTS  
BID SCHEDULE D**

PROJECT NO.  
**14421.50**

FIELD CHANGE NO.  
**16**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI Civil on the proposed landscaped median in Parkside Drive North. This FCN is in response to an RFI sent by HEI saying after pouring the median curb and gutter in Parkside Drive North, they noticed the median did not properly tie-in to the existing asphalt. The south side of the median was approximately .3' lower than the existing asphalt. It was decided from an onsite meeting with HEI and JR Engineering on 6/10/2020 that HEI is to remove approximately 90' of c&g, raise up the subgrade between .1' - .3' and pour new c&g in order for the area to drain properly. The following are the general descriptions of changes that have occurred to Bid Schedule D. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule D - REUNION COSTS</b>					
D24	Curb & Gutter, Type 2-IIB	90	LF	\$ 21.50	\$ 1,935.00
*D77	<i>Removal of Curb and Gutter</i>	90	LF	\$ 8.50	\$ 765.00
Bid Schedule D Total					\$ 2,700.00
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 2,700.00</b>

*\*Indicates New Item*

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<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE <input type="checkbox"/> OTHER

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**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      RFI #32

---

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING**      DATE 5/29/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

6/16/2020  
Date

---






**Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Josh Hollander*

JR Response 6/11/2020 by Michele Tom: Based on a meeting in the field with HEI and JR on 6/10/2020, it was decided that HEI could remove approximately 90' of curb & gutter on the south end and raise approximately .1'-.3' and still get area to drain properly. Work will be added to contract by a FCN.



**FIELD CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE D** PROJECT NO. **14421.50** FIELD CHANGE NO. **17**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI Civil on the existing air vac vaults located in 112<sup>th</sup> Avenue and in Chambers Road. This FCN is in response to an RFI sent by HEI saying after survey shots were taken on three existing air vac vaults in 112<sup>th</sup> Avenue, they noticed they would not be able to get the full depth asphalt proposed in these areas. For the vaults at STA 1014+64 and STA 1004+60 in 112<sup>th</sup> Avenue, HEI is to remove the 4' barrel section, replace with a 3' section, and reconnect the vent pipe. For the vault at STA 2027+18 in Chambers Road, HEI is to install a new barrel section and ring. The following are the general descriptions of changes that have occurred to Bid Schedule D. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule D - REUNION COSTS</b>					
*D78	Lower MH at STA 1014+64	1	EA	\$ 3,726.00	\$ 3,726.00
*D79	Lower MH at STA 1004+60	1	EA	\$ 3,058.00	\$ 3,058.00
*D80	Raise MH at STA 2027+18	1	EA	\$ 10,540.00	\$ 10,540.00
Bid Schedule D Total					\$ 17,324.00
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 17,324.00</b>

\*Indicates New Item

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<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE <input type="checkbox"/> OTHER

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**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      RFI #24, HEI Pricing

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COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_


ORIGINATOR: **JR ENGINEERING**      DATE 6/26/2020

---

DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

6/29/2020  
\_\_\_\_\_  
Date

---




**Other:** \_\_\_\_\_

*Josh Hollander*

6/15/2020

JR Response 6/15/2020: Vault at STA 1014+64 - HEI is to remove the 4' barrel section, replace with 3' section, and reconnect vent pipe. Vault at STA 2027+18 - HEI is to add new barrel section. Vault at STA 1004+60 - HEI is to remove existing barrel section and replace with new. HEI will need to submit costs for approval before work is started.

# E 112th Ave Improvements - Manhole Modifications



Date: \_\_\_\_\_

Quote To: \_\_\_\_\_

Attention: \_\_\_\_\_ HEI Bid Number: \_\_\_\_\_

Fax: \_\_\_\_\_


---

\_\_\_\_\_

**FIELD CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE A** PROJECT NO. **14421.50** FIELD CHANGE NO. **18**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI Civil on the premium seed mix required by the golf course north of 112<sup>th</sup> along the driving range to the pond outfall. This FCN is in response to a RFI sent by HEI on 6/4/2020 saying the area called to be seeded per the plans has a distance of only 16' between the silt fence and construction fence, and HEI was unable to excavate & install the 42"PP within those narrow limits. HEI had to move the silt fence further west of the driving range and, as a result, a much larger area was affected. HEI is to use the premium seed mix on an additional 0.35 acres per Buffalo Run Golf Course seeding requirement for that area.

The following are the general descriptions of changes that have occurred to Bid Schedule A. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A - SHARED COSTS</b>					
A19	Seeding and Mulching [Native]	(0.35)	AC	\$ 1,176.00	\$ (411.60)
A20	Premium Seed	15,097	SF	\$ 0.15	\$ 2,264.55
Bid Schedule A Total					\$ 1,852.95
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 1,852.95</b>

*\*Indicates New Item*



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<hr/>	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<hr/>	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<hr/>	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<hr/>	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
<hr/>	<input type="checkbox"/> OTHER

PER DESCRIPTION LISTED ABOVE

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**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      RFI #29, Photos, HEI's FCN Costs

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COMMENTS      SCHEDULE ERECTED/PLACEMENT DATE(S)\_\_\_\_\_

ORIGINATOR: **JR ENGINEERING**      DATE 6/15/2020

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DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

6/30/2020  
Date

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**Other:** \_\_\_\_\_

X        

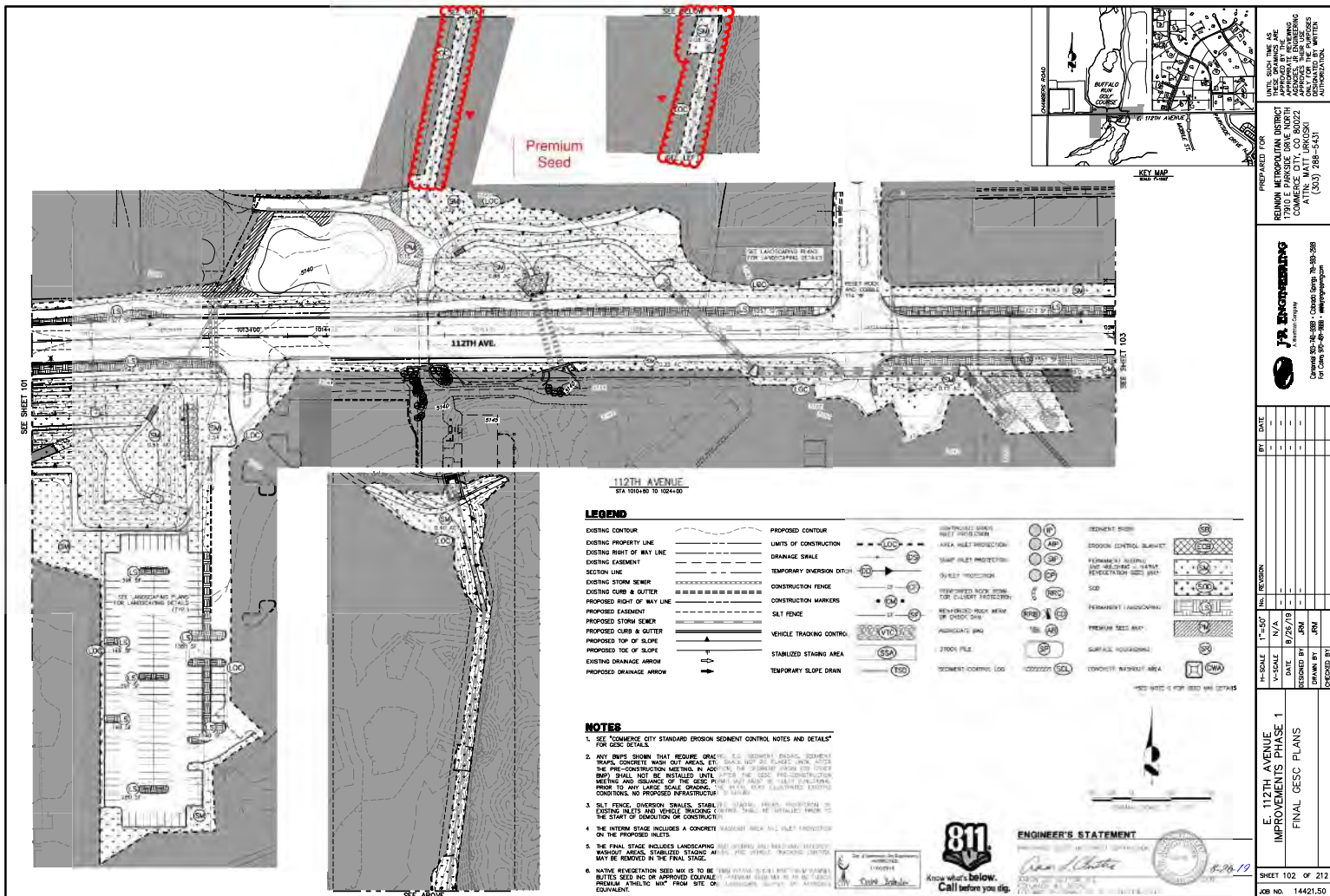
*Josh Hollander* 6/4/2020

JR Response 6/5/2020: The highlighted areas shown on the RFI equal 7,833.28 SF or 0.18 acres. If they want to use premium seed on the entire area north of the 42" manhole to the pond outfall, then that area is 25,395.60 SF or 0.58 acres. That includes everything shown on the additional viewport on the bottom of that seeding sheet. My numbers are based off plan. I don't know the actual disturbed area and if it was more or less or the same as the planned area.

HEI Response 6/5/2020: As we discussed on the phone, the area that is called to be seeded per the plans has a distance of only 16' between the silt fence and construction fence, which would have made excavating and installing the 42"PP near impossible. The silt fence was moved west to the lower ground before the driving range and, as a result, a much larger area was affected. This is why the quantity that was seeded is much higher. See pictures attached.

JR Response 6/15/2020: JR will send a FCN to Commerce City for approval.



**UNITS:** SHOW THE UNIT APPROVED BY THE APPROVING AGENCY AS APPLICABLE TO THE PROJECT.

**PREPARED FOR:** BENSON METROSO (DAN INDIK) 17910 E PARADISE DRIVE NORTH COMMERCE CITY, CO 80022

**PREPARED BY:** J.P. ENGINEERING & SURVEYING 1400 S. W. 10TH AVENUE DENVER, CO 80202 (303) 268-2433

**KEY MAP**

**BY DATE**

NO.	SCALE	DATE	BY	CHECKED BY
1	N/A	8/26/19	SKM	SKM
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**E. 112TH AVENUE IMPROVEMENTS PHASE 1 FINAL GESC PLANS**

SHEET 102 OF 212  
JOB NO. 14421.50



\*\*\*  
: 720-633-3740  
303-688-5254

Date:

Quote To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Fax:


\_\_\_\_\_

















**FIELD CHANGE NOTIFICATION**

PROJECT: **112TH AVENUE PHASE 1 IMPROVEMENTS BID SCHEDULE C** PROJECT NO. **14421.50** FIELD CHANGE NO. **19**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI Civil on the installation of receptacles for the parking lot light poles requested by Buffalo Run Golf Course. On 4/14/2020, Kirk Reiber said the outlets on the pole would complete the pole to match the current light poles in the parking lot and meet the needs of the golf course. HEI is to install the receptacles for the parking lot light poles.

The following are the general descriptions of changes that have occurred to Bid Schedule C. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule C - PARKING LOT COSTS</b>					
*C24	Parking Lot Pole Receptacles	6	EA	\$ 613.50	\$ 3,681.00
Bid Schedule C Total					\$ 3,681.00
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 3,681.00</b>

\*Indicates New Item

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<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE <input type="checkbox"/> OTHER

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**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)      HEI's FCN Costs

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COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_


ORIGINATOR: **JR ENGINEERING** \_\_\_\_\_ DATE 7/1/2020

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DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- AG WASSENAAR Materials Testing: Jon Waanders
- SACWSD: Jeff Nelson/ Mike Thompson/ Abel Moreno
- COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

7/15/2020  
Date

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# Receptacles on Parking Lot Light Pole



## Hudick Excavating Inc. dba HEI CIVIL

5460 Montana Vista Way

Castle Rock, CO 80108

**Contact:** Josh Hollander

**Phone:** 720-633-3740

**Fax:** 303-688-5254

Date: 6/11/2020

Quote To: Contour Services/ JR Engineering

Job Name:

Date of Plans:

Revision Date:

HEI Bid Number: JH20035

Attention: Joey Fritz/ Michele Tom

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	WL to Install Receptacle on Parking Lot Light Pole	6.00	EA	613.50	3,681.00
<b>GRAND TOTAL</b>					<b>\$3,681.00</b>

### NOTES:

Please call with any questions

**FIELD CHANGE NOTIFICATION**

PROJECT:	PROJECT NO.	FIELD CHANGE NO.
<b>112TH AVENUE PHASE 1 IMPROVEMENTS</b>	<b>14421.50</b>	<b>22-2<sup>nd</sup> REV</b>
<b>BID SCHEDULE C</b>		

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to provide direction for HEI Civil on the curb that was placed to design grade near the western portion of the Buffalo Golf Course entrance. This FCN is in response to an email from HEI saying that after they poured the curb and gutter at the entrance they noticed the c&g was too high for the entrance gate to open and close. Additionally, this same stretch of curb is 6" higher than existing asphalt approximately 117' south into the parking lot. It was decided from an onsite meeting with HEI and JR Engineering on 7/15/2020 that HEI will need to remove and replace approximately 117' of c&g for the c&g to tie-into existing appropriately. The following are the general descriptions of changes that have occurred to Bid Schedule C. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule C - PARKING LOT COSTS</b>					
C2	Removal of Curb and Gutter	125	LF	\$ 8.50	\$ 1,062.50
C9	Curb & Gutter, Type 2-IB	125	LF	\$ 21.00	\$ 2,625.00
Bid Schedule C Total					\$ 3,687.50
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 3,687.50</b>

*\*Indicates New Item*

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<hr/>	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
<hr/>	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
<hr/>	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
<hr/>	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
<hr/> PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

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**EXHIBITS ATTACHED**       NO       YES, IF YES, CHECK APPLICABLE BOXES

COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)       OTHER (Describe)

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COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING**      DATE 7/15/2020

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DISTRIBUTION (Check as applicable)

- JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- CONTOUR SERVICES Construction Manager: Joey Fritz/ Steve Lewis
- JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- REUNION METRO DISTRICT: Aaron Clutter
- HEI CIVIL: Justin Curphy/ Brian Medill
- A G W A S S E N A A R Materials Testing: Jon Waanders
- S A C W S D: Jeff Nelson/ Mike Thompson/ Abel Moreno
- C O M M E R C E C I T Y: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

7/20/2020  
Date

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**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/27/2020	Reunion Metropolitan District Dedication of Right-of-Way and Drainage Easement to Commerce City as part of acceptance of 100 <sup>th</sup> Avenue from Walden Street to Tower Road	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. A portion of Reunion Metropolitan District land to be dedicated to Commerce City for public right-of-way purposes for the ownership and maintenance of 100<sup>th</sup> Avenue from Walden Street to Tower Road upon District legal review and approval of the deed.
2. A Drainage Easement to be provided to Commerce City across a portion of Reunion Metropolitan District land for purposes of maintenance of a roadside drainage swale, storm sewer pipe and inlet upon District legal review and approval of the easement agreement.

**BACKGROUND INFORMATION**

The Reunion Metropolitan District is scheduled to close on the 100<sup>th</sup> Avenue land owned by the Swink Family on July 29<sup>th</sup>, 2020. The RMD has also commenced construction of the 100<sup>th</sup> Avenue improvements from Walden Street to Tower Road. As part of the acceptance process with Commerce City, the RMD will be required to provide the City with Right-of-way for ownership and maintenance. RMD will also need to provide a drainage easement to maintain the roadside swale, inlet, and storm sewer pipe located within RMD lands south of the 100<sup>th</sup> Avenue improvements. The drainage easement will eventually be vacated once the southern half of the roadway is constructed. See attached exhibit for the land to be dedicated to the City, the drainage easement, and the lands RMD will retain.



**FINANCIAL DETAILS**

The following costs are anticipated for dedication of the right-of-way and easements to Commerce City:

Title Commitment - \$750

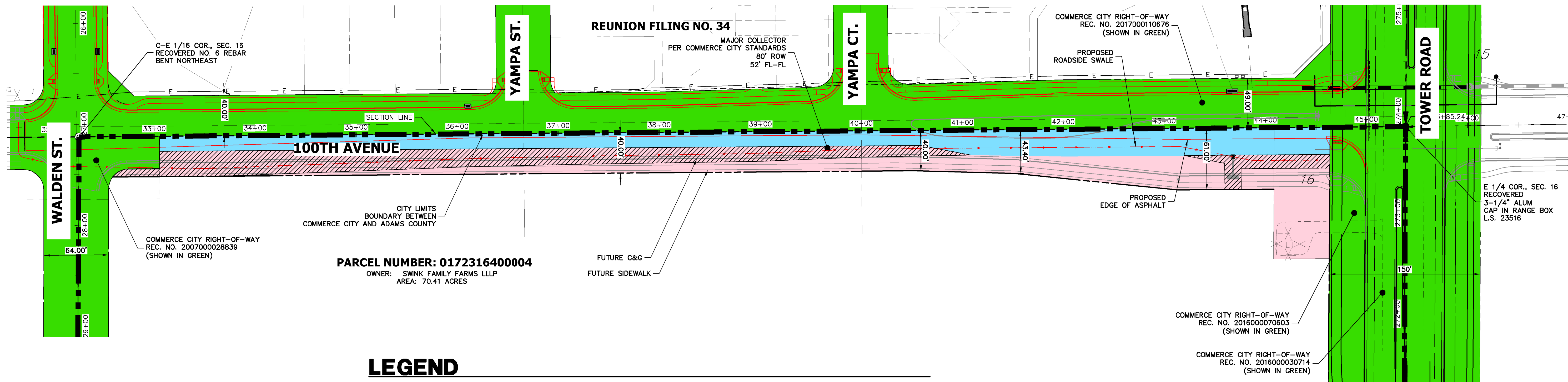
Legal Review and Coordination - \$2,750

Prepare Legal Descriptions for ROW and Drainage Easement - \$1,500

**Total Costs - \$5,000**




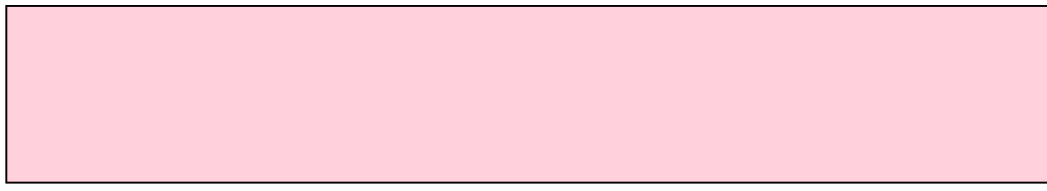
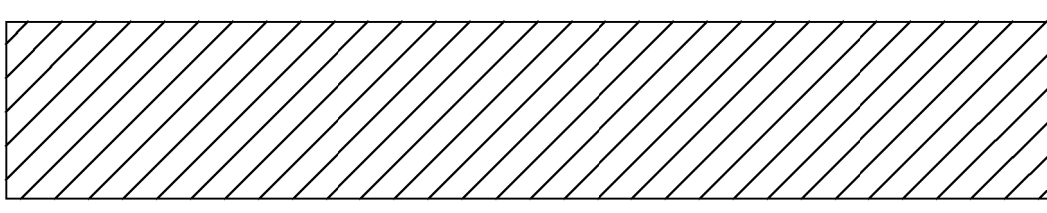
# RIGHT-OF-WAY AND DRAINAGE EASEMENT DEDICATION TO COMMERCE CITY

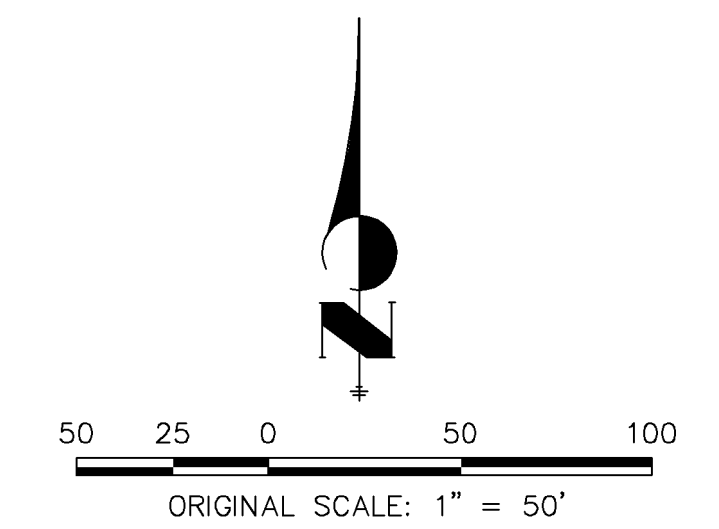
## 100TH AVENUE IMPROVEMENTS BETWEEN WALDEN ST. AND TOWER ROAD



**PARCEL NUMBER: 0172316400004**  
 OWNER: SWINK FAMILY FARMS LLLP  
 AREA: 70.41 ACRES

### LEGEND

BOUNDARY BETWEEN CITY OF COMMERCE CITY AND ADAMS COUNTY		
CITY OF COMMERCE CITY RIGHT OF WAY		
REUNION METROPOLITAN DISTRICT OWNED LAND TO BE DEDICATED TO COMMERCE CITY		TOTAL AREA: 21,786 SQF (0.50 ACRES)
REUNION METROPOLITAN DISTRICT LAND TO BE RETAINED		TOTAL AREA: 33,978 SQF (0.78 ACRES)
REUNION METROPOLITAN DISTRICT TO PROVIDE DRAINAGE EASEMENT TO COMMERCE CITY		TOTAL AREA: 15,685 SQF (0.36 ACRES)



ROW & DRAINAGE ESMT DEDICATION TO COMMERCE CITY EXHIBIT  
 JOB NO. 14421.44  
 7/20/2020  
 SHEET 1 OF 1



## Bill Payments to be Ratified (4/29/20 - 7/21/20)

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
4/29/2020	Contour Services	1083-02	\$ 32,919.30
4/29/2020	Hudick Excavating Inc	PayApp#2	1,125,780.09
4/29/2020	J R Engineering	Multiple	226,291.44
4/29/2020	JBS Pipeline Contractors	PayApp#8	322,538.01
5/5/2020	J R Engineering	75591	810.00
5/7/2020	Allie Allbright-Heath	2020-4-AAH	46.20
5/7/2020	Amber Jones	Amber Jones	55.00
5/7/2020	American Fidelity - Supp	Multiple	1,045.28
5/7/2020	Anna Smith	Anna Smith 04/29/20	110.00
5/7/2020	Brittany Smith	Brittany Smith/04-20-20	110.00
5/7/2020	Century Link	303-288-5431 962B	586.50
5/7/2020	Christine Seevers	Christine Seevers 04/24/20	50.00
5/7/2020	Consolidated Divisions Inc	Multiple	25,824.43
5/7/2020	Dawnece Porambo	Dawnece Porambo/04-20-20	50.00
5/7/2020	Employers Council Services, Inc.	Multiple	1,512.50
5/7/2020	EZFacility, Inc. .	313034	236.60
5/7/2020	Gene Grossie	Gene Grossie/04-20-20	55.00
5/7/2020	Gilberto Carbajal	Gilberto Carbajal/04-20-20	27.50
5/7/2020	Herc Rentals Inc	Multiple	197.25
5/7/2020	Home Depot Credit Services	0332/04-13-20	133.07
5/7/2020	Jackie Chavez	Jackie Chavez/04-20-20	50.00
5/7/2020	Jessica Montoya	Jessica Montoya	110.00
5/7/2020	Kelly Ground	Kelly Ground/04-22-20	50.00
5/7/2020	L.L. Johnson Distributing Company	1125199-00	556.70
5/7/2020	Laura Anderson	Laura Anderson/04-20-20	110.00
5/7/2020	Michael Cassel	Michael Cassel 04/24/20	55.00
5/7/2020	Miranda King	Miranda King 04/24/20	100.00
5/7/2020	Molly Hepburn	Molly Hepburn 04/29/20	50.00
5/7/2020	Nicole Crandall	Nicole Crandall 04/24/20	110.00
5/7/2020	Rachel Wilhelm	Rachel Wilhelm/04-22-20	55.00
5/7/2020	Rebecca Duran	Rebecca Duran 04/27/20	50.00
5/7/2020	Renewable Earth Materials	Multiple	115,125.00
5/7/2020	Shaun Dove	Shaun Dove/04-20-20	55.00
5/7/2020	South Adams County Water & Sanitation District	Multiple	2,101.13
5/7/2020	Ted Galpin	Ted Galpin/04-20-20	50.00
5/7/2020	The Slide Experts, Inc.	768	7,500.00
5/7/2020	Thien Bui	Thien Bui/ 04-20-20	50.00
5/7/2020	Tiffany Moore	Tiffany Moore/04-20-20	150.00
5/7/2020	Wells Fargo Business Card	7338/04-10-20	287.68
5/26/2020	Colorado Designscapes	Paypp 5	12,565.00
5/26/2020	Contour Services	1083-03	58,523.20
5/26/2020	Hudick Excavating Inc	PayApp#4	765,812.80
5/26/2020	JBS Pipeline Contractors	PayApp#9	89,433.85
5/28/2020	CEBT	INV 0035477	8,597.07
6/1/2020	Ace Hardware at Reunion	5090/2	2.78
6/1/2020	Ace Hardware at Reunion	5087/2	3.59
6/1/2020	Ace Hardware at Reunion	5104/2	4.99
6/1/2020	Ace Hardware at Reunion	5109/2	8.99

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
6/1/2020	Ace Hardware at Reunion	5061/2	14.97
6/1/2020	Ace Hardware at Reunion	5034/2	28.74
6/1/2020	Adrienne Campbell	AC05-15-20	85.00
6/1/2020	All Copy Products Inc.	AR2904513	200.97
6/1/2020	American Fidelity - Supp	D157027	522.64
6/1/2020	Ana Pardo	AP04-06-20	90.00
6/1/2020	Andrea Johnson	AJ05-18-20	55.00
6/1/2020	Animal & Pest Control Specialists	67329	512.00
6/1/2020	Anita Hernandez	AH04-06-20	90.00
6/1/2020	Associated Landscape Contractors of Colorado	1459	244.00
6/1/2020	Bryan Koralewski	BK05-18-20	55.00
6/1/2020	Callae Trinta	CT04-06-20	90.00
6/1/2020	Callan Pest Management Services, Inc	Multiple	275.00
6/1/2020	Charles Dukes	CH04-06-20	90.00
6/1/2020	CliftonLarsonAllen, LLP	Multiple	27,866.43
6/1/2020	Consolidated Divisions Inc	14421.15	8,608.14
6/1/2020	CPS Distributors, Inc.	03392947-001	2,208.74
6/1/2020	Custom Flag Company	98-68899	65.00
6/1/2020	Employers Council Services, Inc.	345097	380.00
6/1/2020	Environmental Designs, Inc.	Multiple	54,256.44
6/1/2020	Erica Corral-Flores	ECF04-06-20	90.00
6/1/2020	Gerald Medina	GM04-06-20	85.00
6/1/2020	Herc Rentals Inc	31441280-001	495.86
6/1/2020	Hillary Sewell	HS05-15-20	50.00
6/1/2020	Holley Kisiel	HK04-06-20	85.00
6/1/2020	J R Engineering	Multiple	2,554.50
6/1/2020	Jenna Ferrera	JF05-18-20	50.00
6/1/2020	Jesse Hardman	JH4-6-20	90.00
6/1/2020	Jessie Campagna	JM04-06-20	170.00
6/1/2020	Jody Dobson	JD04-06-20	90.00
6/1/2020	Joe Tabacheck	JT05-15-20	50.00
6/1/2020	Kendra Crawford	KC05-18-20	100.00
6/1/2020	L.L. Johnson Distributing Company	Multiple	3,581.23
6/1/2020	Lora Nordby	LN04-06-20	180.00
6/1/2020	Mark Berumen	MB04-06-20	85.00
6/1/2020	MSI, LLC	91327	14,201.09
6/1/2020	North/Western Electrical Corporation	Multiple	2,964.54
6/1/2020	Robin Surovik	RS05-15-20	50.00
6/1/2020	Samantha Kluth	SK05-18-20	110.00
6/1/2020	Sarah Colborg	SC05-18-20	25.00
6/1/2020	Sarah Geisler	SG05-18-20	27.50
6/1/2020	Sarah Seele	SS04-06-20	90.00
6/1/2020	Security Central, Inc.	Multiple	558.00
6/1/2020	Shina Vigil	SB05-06-20	55.00
6/1/2020	Shondel Johnson	SJ04-06-20	170.00
6/1/2020	SiteOne Landscape Supply LLC	99558102-001	219.79
6/1/2020	South Adams County Water & Sanitation District	Multiple	48,877.99
6/1/2020	Stacy Fallik	SF04-06-20	85.00
6/1/2020	Sustainable Landscapes Colorado	9582	3,472.51
6/1/2020	Tammy Nesvold	TN05-18-20	50.00

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
6/1/2020	Underwater Recovery Specialists	1037	495.00
6/1/2020	Universal Tractor Co.	WO23910	1,691.66
6/1/2020	Utility Notification Center of Colorado	220041008	324.82
6/1/2020	Verizon	9853219517	105.33
6/2/2020	Wells Fargo Business Card	Multiple	3,081.65
6/11/2020	Animal & Pest Control Specialists	Multiple	1,960.00
6/11/2020	Beth Ann Mergens	BAM05-29-20	155.00
6/11/2020	Century Link	303-288-5431 962B	586.50
6/11/2020	Conoco Phillips Fleet	65294544	256.79
6/11/2020	Consolidated Divisions Inc	108724	983.75
6/11/2020	CPS Distributors, Inc.	03400874-001	523.14
6/11/2020	Employers Council Services, Inc.	343184	1,341.25
6/11/2020	Environmental Designs, Inc.	129138	1,547.93
6/11/2020	Home Depot Credit Services	9012623	68.91
6/11/2020	L.L. Johnson Distributing Company	Multiple	17,844.54
6/11/2020	MSI, LLC	91813	11,269.33
6/11/2020	Nicole Hargrove	NH05-27-20	55.00
6/11/2020	Schex Tech LLC	2356ls	300.00
6/11/2020	Schultz Industries Inc.	104401	360.00
6/11/2020	South Adams County Water & Sanitation District	Multiple	1,381.26
6/11/2020	Technolink of the Rockies	114265	145.00
6/11/2020	United Power	Multiple	9,906.03
6/11/2020	White Bear Ankele Tanaka & Waldron	Multiple	26,376.01
6/11/2020	Xcel Energy	Multiple	800.54
6/23/2020	Ace Hardware at Reunion	1008MAY2020	119.27
6/23/2020	All Copy Products Inc.	AR2929420	228.41
6/23/2020	Arapahoe Pumping Systems Inc.	1821	482.00
6/23/2020	CEBT	INV 0035808	8,597.07
6/23/2020	CliftonLarsonAllen, LLP	2517399	8,880.80
6/23/2020	Conoco Phillips Fleet	65755300	404.81
6/23/2020	Contour Services	Multiple	76,811.70
6/23/2020	CPS Distributors, Inc.	03454727-001	218.75
6/23/2020	Environmental Designs, Inc.	Multiple	50,479.21
6/23/2020	Herc Rentals Inc	31499188-001	81.49
6/23/2020	Hudick Excavating Inc	PayApp#3	846,679.24
6/23/2020	J R Engineering	Multiple	476,293.60
6/23/2020	Joe Tabacheck	JT06-10-20	150.00
6/23/2020	North/Western Electrical Corporation	7890	1,305.31
6/23/2020	Renewable Earth Materials	3059	1,250.00
6/23/2020	Schex Tech LLC	2389ls	300.00
6/23/2020	Schultz Industries Inc.	104122	9,134.15
6/23/2020	Sustainable Landscapes Colorado	9722	3,472.51
6/23/2020	Technolink of the Rockies	114543	525.00
6/23/2020	United Power	202005001	46,003.40
6/23/2020	Utility Notification Center of Colorado	220051015	379.95
6/23/2020	Verizon	9855271645	81.75
6/23/2020	White Bear Ankele Tanaka & Waldron	Multiple	60,069.71
6/24/2020	BackflowTech	121244	405.28
7/1/2020	CEBT	INV 0036486	8,597.07
7/2/2020	Haynie & Company	D53352	9,200.00

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
7/3/2020	Night Musick Inc.	2574	11,975.00
7/7/2020	Hudick Excavating Inc	PayApp#5	800,778.36
7/7/2020	J R Engineering	Multiple	44,529.94
7/8/2020	Amanda Pacheco	AP06/22/20	100.00
7/8/2020	American Fidelity - Supp	D168094	522.64
7/8/2020	Callan Pest Management Services, Inc	Multiple	275.00
7/8/2020	Century Link	Multiple	713.22
7/8/2020	CliftonLarsonAllen, LLP	2521123	7,001.50
7/8/2020	Consolidated Divisions Inc	PayApp15	8,608.14
7/8/2020	Environmental Designs, Inc.	130475	2,400.00
7/8/2020	Felecia Garcia	FG06/29/20	50.00
7/8/2020	FitnessTech	32864	115.00
7/8/2020	Herc Rentals Inc	Multiple	123.45
7/8/2020	Home Depot Credit Services	Multiple	561.29
7/8/2020	Joe Tabacheck	JT06/19/20	50.00
7/8/2020	L.L. Johnson Distributing Company	Multiple	13,122.10
7/8/2020	Mechanical Solutions, Inc	J-21619	990.00
7/8/2020	NC Athletic LLC	Multiple	764.50
7/8/2020	North/Western Electrical Corporation	Multiple	12,642.97
7/8/2020	Schex Tech LLC	2409ls	150.00
7/8/2020	Security Central, Inc.	810952	333.00
7/8/2020	South Adams County Water & Sanitation District	Multiple	99,631.85
7/8/2020	UMB Bank, N.A.	Multiple	11,500.00
7/8/2020	Wells Fargo Business Card	Multiple	3,186.38
7/8/2020	Xcel Energy	Multiple	192.70
		<b>Total</b>	<b>\$ 5,686,423.99</b>

**REUNION METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**June 30, 2020**



**Reunion Metropolitan District  
Balance Sheet - Governmental Funds  
June 30, 2020**

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	General Fund	Spec Rev-Rec Center Fund	Spec Rev-HOA Fund	Debt Service Fund	Capital Projects Fund	All Funds
<b>ASSETS</b>						
Cash	\$ 47,285	\$ 214,825	\$ 66,684	\$ 0	\$ 32,590	\$ 361,384
Colostrust	603,903	590,650	421,945	0	1,185,655	2,802,153
UMB Bond Fund Series 2017	0	0	0	1	0	1
UMB - Subordinate Project Fund Series 2017B	0	0	0	0	932	932
Accounts Receivable	2,517	31,164	55,104	0	2,868,263	2,957,047
Allowance for fees not collected	0	0	(15,000)	0	0	(15,000)
Due from other government	1,143,619	0	0	0	1,909,753	3,053,373
<b>TOTAL ASSETS</b>	<b>\$ 1,797,324</b>	<b>\$ 836,639</b>	<b>\$ 528,733</b>	<b>\$ 1</b>	<b>\$ 5,997,193</b>	<b>\$ 9,159,890</b>
<b>LIABILITIES AND FUND BALANCE</b>						
<b>LIABILITIES</b>						
Accounts Payable	\$ 191,708	\$ 29,557	\$ 3,850	\$ 0	\$ 2,368,512	\$ 2,593,626
Homeowner escrow/deposits	0	0	9,512	0	0	9,512
Deferred revenue	0	117,026	34,053	0	0	151,080
Due to other government	0	0	0	0	731,404	731,404
Retainage payable	0	0	0	0	290,959	290,958
<b>Total liabilities</b>	<b>191,708</b>	<b>146,583</b>	<b>47,415</b>	<b>0</b>	<b>3,390,875</b>	<b>3,776,580</b>
<b>FUND BALANCES</b>	<b>1,605,616</b>	<b>690,056</b>	<b>481,318</b>	<b>1</b>	<b>2,606,318</b>	<b>5,383,310</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,797,324</b>	<b>\$ 836,639</b>	<b>\$ 528,733</b>	<b>\$ 1</b>	<b>\$ 5,997,193</b>	<b>\$ 9,159,890</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District  
Statement of Revenue, Expenditures and  
Changes in Fund Balance - Budget and Actual  
For the Month Ended June 30, 2020**

## General Fund

	Annual Budget	Year to Date Actual	Variance	Variance %
<b>Revenue</b>				
Interest income	\$ 1,500	\$ 1,207	\$ (293)	(19.53)
Miscellaneous income	5,000	11,380	6,380	127.59
Alleyway costs reimbursement	3,000	3,000	0	0.00
Intergovernmental - NRMD 1	1,706,081	1,607,803	(98,278)	(5.76)
Intergovernmental - NRMD 2	639,615	607,460	(32,155)	(5.02)
Intergovernmental - NRMD 3	588	510	(78)	(13.24)
Intergovernmental - NRMD 4	160	142	(18)	(11.48)
Carriage Home (NRMD1 & 2 sub-district)	120,000	93,469	(26,531)	(22.10)
<b>Total Revenue</b>	<u>2,475,944</u>	<u>2,324,971</u>	<u>(150,973)</u>	<u>(6.09)</u>
<b>Expenditures</b>				
District General Operations & Administration	328,025	191,719	136,306	41.55
Intergovernmental Expenditure	51,880	108,715	(56,835)	(109.55)
District Property Maintenance	2,330,973	840,849	1,490,124	63.92
<b>Total Expenditures</b>	<u>2,710,878</u>	<u>1,141,283</u>	<u>1,569,595</u>	<u>57.89</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	(234,934)	1,183,688	1,418,622	603.83
<b>Fund Balance - Beginning</b>	<u>323,495</u>	<u>421,929</u>	<u>98,434</u>	<u>30.42</u>
<b>Fund Balance - Ending</b>	<u>\$ 88,561</u>	<u>\$ 1,605,616</u>	<u>\$ 1,517,055</u>	<u>1,713.00</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District**  
**Statement of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended June 30, 2020**

Special Revenue Fund - Rec Center

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Recreation Fees	\$ 889,200	\$ 440,937	\$ (448,263)	(50.41)
Allowance for fees not collected	(5,000)	0	5,000	100.00
Recreation Fees, Other	25,000	1,603	(23,397)	(93.58)
Program Fees	170,000	24,506	(145,494)	(85.58)
Interest Income	1,900	1,499	(401)	(21.09)
Miscellaneous Income	10,000	2,100	(7,900)	(78.99)
<b>Total Revenue</b>	<b>1,091,100</b>	<b>470,645</b>	<b>(620,455)</b>	<b>(56.86)</b>
Expenditures				
Rec Center Operations	946,595	256,444	690,151	72.90
Reunion Park Pool Operations	187,227	4,587	182,640	97.55
Southlawn Pool Operations	155,227	2,770	152,457	98.21
Programs	169,162	54,028	115,134	68.06
Playground/Park pavilion	5,000	1,205	3,795	75.90
Reunion Park Concession Building	17,100	3,771	13,329	77.94
<b>Total Expenditures</b>	<b>1,480,311</b>	<b>322,805</b>	<b>1,157,506</b>	<b>78.19</b>
<b>Total Excess of Revenue Over (Under) Expenditures</b>	<b>(389,211)</b>	<b>147,840</b>	<b>537,051</b>	<b>137.98</b>
Fund Balance - Beginning	491,841	542,216	50,375	10.24
Fund Balance - Ending	<b>\$ 102,630</b>	<b>\$ 690,056</b>	<b>\$ 587,426</b>	<b>572.37</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District**  
**Statement of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended June 30, 2020**

Special Revenue Fund - HOA

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Assessment	\$ 250,000	\$ 128,308	\$ (121,692)	(48.67)
HOA other fees	2,000	0	(2,000)	(100.00)
Violations and penalties	30,000	11,971	(18,029)	(60.09)
Allowance for fees not collected	(15,000)	0	15,000	100.00
AR Processing	15,000	4,125	(10,875)	(72.50)
Legal Fees Reimbursement	15,000	6,511	(8,489)	(56.59)
Interest Income	3,000	1,506	(1,494)	(49.80)
Total Revenue	<u>300,000</u>	<u>152,421</u>	<u>(147,579)</u>	<u>(49.19)</u>
Expenditures				
HOA Operating Expenses	275,050	115,056	159,994	58.16
Total Expenditures	<u>275,050</u>	<u>115,056</u>	<u>159,994</u>	<u>58.16</u>
Excess of Revenue Over (Under) Expenditures	24,950	37,365	12,415	49.76
Fund Balance - Beginning	<u>431,833</u>	<u>443,953</u>	<u>12,120</u>	<u>2.80</u>
Fund Balance - Ending	<u>\$ 456,783</u>	<u>\$ 481,318</u>	<u>\$ 24,535</u>	<u>5.37</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SUPPLEMENTARY INFORMATION**

**Reunion Metropolitan District  
Schedule of Revenue, Expenditures and  
Changes in Fund Balance - Budget and Actual  
For the Month Ended June 30, 2020**

## Debt Service Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	10	0	(10)	(100.20)
Total Revenue	<u>10</u>	<u>0</u>	<u>(10)</u>	<u>(100.20)</u>
Excess of Revenue Over (Under) Expenditures	<u>10</u>	<u>0</u>	<u>(10)</u>	<u>(100.20)</u>
Excess of Revenue & Other Financing Sources Over Ex- penditures & Other Uses	<u>10</u>	<u>0</u>	<u>(10)</u>	<u>(100.20)</u>
Fund Balance - Beginning	<u>907</u>	<u>1</u>	<u>(906)</u>	<u>(99.91)</u>
Fund Balance - Ending	<u>\$ 917</u>	<u>\$ 1</u>	<u>\$ (916)</u>	<u>(99.92)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District**  
**Schedule of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended June 30, 2020**

## Capital Projects Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
<b>Revenue</b>				
System Development Fees - NR2	\$ 1,575,000	\$ 443,750	\$ (1,131,250)	(71.82)
System Development Fees - NR3	61,250	0	(61,250)	(100.00)
Impact fees - Commerce City - NR2	425,160	92,329	(332,831)	(78.28)
Impact fees - Commerce City - NR3	16,534	0	(16,534)	(100.00)
Sales/Use tax/Permit fees - Commerce City	900,000	479,760	(420,240)	(46.69)
Interest Income	5,000	1,760	(3,240)	(64.81)
Cost Reimbursement South Adams County W&S	989,929	0	(989,929)	(100.00)
Cost Reimbursement - Commerce City	5,442,726	3,409,408	(2,033,318)	(37.35)
MLEPA payment from NR1MD	2,279,841	1,906,694	(373,147)	(16.36)
MLEPA payment from NR3MD	1,402	1,342	(60)	(4.28)
MLEPA payment from NR4MD	390	373	(17)	(4.39)
Transfer from NR2	0	55,870	55,870	100.00
<b>Total Revenue</b>	<b>11,697,232</b>	<b>6,391,286</b>	<b>(5,305,946)</b>	<b>(45.36)</b>
<b>Expenditures</b>				
Intergovernmental-SDFs to NR2	1,260,000	381,500	878,500	(69.72)
Intergovernmental - Impact fees NR2	425,160	92,329	332,831	(78.28)
Intergovernmental - Sales tax NR2	257,575	257,575	0	0.00
<b>Capital Projects</b>				
Transfer to NR2	33,969	0	33,969	(100.00)
Legal services	30,000	31,175	(1,175)	3.91
Accounting	25,000	5,350	19,650	(78.60)
Engineering	120,000	11,575	108,425	(90.35)
Engineering -112th	250,000	74,240	175,760	(70.30)
Filling #34	0	14,865	(14,865)	100.00
Second Creek Crossing - O'Brian Canal/Regional Pond	0	389,104	(389,104)	100.00
Reunion Village 9	0	149,814	(149,814)	100.00
Reunion Village 7-B & 7-E	2,000,000	1,061,997	938,003	(46.90)
112th Ave/Chambers/Parkside	10,811,179	5,201,133	5,610,046	(51.89)
10A/B/104th Ave Landscape	1,364,411	49,648	1,314,763	(96.36)
Reunion Center	0	166,347	(166,347)	100.00
Reunion Ridge Filing 1	0	310,455	(310,455)	100.00
NR#2 filing 19, 23, 25 & 26 improvements	0	810	(810)	100.00
Walden Street	240,306	0	240,306	(100.00)
Walden Street/Landscaping	186,457	0	186,457	(100.00)
100th Ave Landscape	60,000	0	60,000	(100.00)
Tower Rd. Landscape	1,536,847	0	1,536,847	(100.00)
104th Landscape	418,505	0	418,505	(100.00)
Southlawn Park/Pool	1,500,000	0	1,500,000	(100.00)
100th Ave/F-17/Tower Rd.	2,907,279	0	2,907,279	(100.00)
Developer debt repayment (MLEPA)	3,182,266	0	3,182,266	(100.00)
<b>Total Capital Projects</b>	<b>24,666,219</b>	<b>7,466,513</b>	<b>17,199,706</b>	<b>(69.72)</b>
Contingency	1,000,000	0	1,000,000	(100.00)
<b>Total Expenditures</b>	<b>27,608,954</b>	<b>8,197,917</b>	<b>19,411,037</b>	<b>(70.30)</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>(15,911,722)</b>	<b>(1,806,631)</b>	<b>14,105,091</b>	<b>(88.64)</b>
<b>Other Financing Sources (Uses)</b>				
Developer advance	15,957,329	5,568,974	(10,388,355)	(65.10)
<b>Total Other Financing Sources (Uses)</b>	<b>15,957,329</b>	<b>5,568,974</b>	<b>(10,388,355)</b>	<b>(65.10)</b>
<b>Excess of Revenue &amp; Other Financing Sources Over Expenditures &amp; Other Uses</b>	<b>45,607</b>	<b>3,762,343</b>	<b>3,716,736</b>	<b>8,149.48</b>
<b>Fund Balance - Beginning</b>	<b>86,514</b>	<b>(1,156,024)</b>	<b>(1,242,538)</b>	<b>(1,436.22)</b>
<b>Fund Balance - Ending</b>	<b>\$ 132,121</b>	<b>\$ 2,606,319</b>	<b>\$ 2,474,198</b>	<b>1,872.67</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.



**REUNION METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Reunion Metropolitan District (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado was organized by Court Order and Decree of the District Court and is governed pursuant to provisions of the Colorado Special District Act, Title 32, Article I, Colorado Revised Statutes. The District was organized in conjunction with North Range Metropolitan Districts No. 1, 2, 3, 4, and 5 (collectively "NRMD's"). The District and the NRMD's have entered into intergovernmental agreements whereby Reunion provides the construction for street improvements, storm drainage improvements, safety protection facilities, parks and recreation facilities and water and wastewater improvements. The service plan anticipates that the District will be responsible for managing the construction, operation, and maintenance of such improvements and facilities and that the NRMD's will provide the necessary funding to the District.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Interest income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.0%.

**Development fees**

The District has established a development fee that is to be imposed on new residential and non-residential (commercial and industrial) development within the NRMDs. The system development fee is designed to recover a portion of the estimated costs of the construction of street improvements, storm drainage facilities, parks, trails and street landscaping and water and wastewater infrastructure costs as found in the District's Facility Plan.

The required system development fee is based upon the needs identified in a comprehensive planning document called the Facility Plan that identifies the capital improvements described above.

Additionally, the City of Commerce City has agreed to allow the District to collect and keep the Road Impact Fee that the City has imposed on new development. The District will be able to collect and keep the fees until such time as the costs for any major arterials constructed by the District on behalf of the City are reimbursed.

**REUNION METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**Recreation center revenue**

The District imposes a monthly recreation fee on all occupied residential properties within the boundaries of the District and the NRMDs in order to provide for the operating needs of the recreation center. The monthly fee is \$28.50 per household and the District has provided an allowance for doubtful collections. Additionally, the recreation center puts on numerous programs throughout the year and charges for these programs in order to offset the costs of organizing and administering such programs.

**HOA revenue**

The District, by agreement, assumed operational control and responsibility for the Reunion Homeowners' Association (HOA). The annual HOA fee is \$96 and will be billed at \$8 per month and the District has provided an allowance for doubtful collections. This fee is established by the District on behalf of the Reunion HOA Board and imposed to pay for the expenditures associated with the HOA.

**MLEPA Payments from North Range Districts**

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with North Range District Nos. 1, 2, 3 and 4 (collectively, the "MLEPA Districts" and individually, a "MLEPA District") in order to promote the integrated plan of development set forth in the Service Plans for the MLEPA Districts. The MLEPA is intended to ensure an equitable allocation among the MLEPA Districts of the costs of acquiring, installing, constructing, designing, administering, financing, operating, and maintaining streets, water, sanitation and various other public improvements (collectively, the "Public Improvements") and services, as well as covenant enforcement services within Reunion.

Pursuant to the MLEPA, each applicable North Range District agrees to impose an Equalization Mill Levy consisting of the Debt Service Mill Levy plus the Operations and Maintenance Mill Levy in order to pay the Developer Debt, the Senior Bonds, the Reunion Debt and the operations and maintenance costs of the Districts. The MLEPA generally defines the term "Developer Debt" as (i) amounts owed to the Developer by any applicable North Range District for advancing of guaranty payments on the Senior Bonds, for the provision of Public Improvements or for advancing of amounts to fund operations shortfalls and (ii) any other repayment obligation incurred by the MLEPA Districts in connection with advances made by the Developer to the MLEPA Districts for the purpose of paying the costs of designing, acquiring, installing, and constructing the Public Improvements or paying the operations and maintenance costs of the MLEPA Districts. The MLEPA generally defines the term "Senior Bonds" as all bonds issued by the North Range Districts, now or in the future, which bonds shall be senior to any obligations of the North Range Districts under the MLEPA. The term "Reunion Debt" generally means all bonds, agreements or other financial obligations issued or incurred by Reunion or assumed by Reunion from any North Range District, specifically including the 2017 Reunion Bonds.

**REUNION METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**General Government**

General government expenditures included the estimated services necessary to maintain the District's administrative viability, such as legal, management, accounting, insurance, and meeting expenses. These general government expenditures are incurred not only for Reunion, but also on behalf of the NRMD's.

**Operations**

Facilities that are constructed by the District are either turned over to a third party for maintenance (i.e. streets to Commerce City, or water and sewer lines to South Adams County Water and Sanitation District) or maintained by the District (i.e. streets, landscaping, and parks). The budget reflects the District's operational expenditures in order to maintain those assets not conveyed to other entities.

In addition, the cost of operating and maintaining the Reunion Recreation Center and Homeowners' Association are also included under this category, although they are accounted for within their respective special revenue funds

**Capital Outlay**

Anticipated expenditures for capital outlay are reflected in the Capital Projects fund page of the budget.

**Intergovernmental**

In conjunction with the 2017 bond issuance for NRMD No. 2, the District anticipates transferring certain revenues generated by NRMD No. 2 development to NRMD No. 2 in order to pay the principal and interest on the Bonds.

**Debt and Leases**

On June 30, 2017, the District issued its Series 2017, Subordinate Bonds (Non-rated, Cash-Flow, Fill-up bonds) in the original par amount of \$16,600,000 with the final par being \$21,600,000. The bonds bear interest of 4% and are payable beginning December 15, 2017 based on available cash flow from Excess revenues generated from North Range 1 and North Range 2 development. After the December 15, 2017 payment, no payments will be made on the Bonds until \$5 million in Excess revenues have been generated to fund certain capital improvements; payments will resume after thereafter. The District has no operating or capital leases.

**REUNION METROPOLITAN DISTRICT  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**Emergency Reserve**

The District does not provide for Emergency Reserves. The taxing entities of North Range Metropolitan District No. 1, North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, and North Range Metropolitan District No. 4 provide for emergency reserves equal to at least 3% of fiscal year spending, as defined under TABOR.

**Schedule of Cash Position**  
**June 30, 2020**  
**As of July 24, 2020**

	General Fund	Debt Service Fund	Rec Center Fund	HOA Fund	Capital Projects Fund	Total
<b>Wells Fargo Checking</b>						
Balance as of 6/30/2020	\$ 31,051.03	\$ -	\$ 163,972.46	\$ 39,705.26	\$ 32,589.52	\$ 267,318.27
Subsequent activities:						
07/01/20 ADP Wages & Taxes	(13,490.74)	-	(11,923.77)	-	-	(25,414.51)
07/02/20 Developer Advance	-	-	-	-	841,013.06	841,013.06
07/02/20 CEBT ACH Payment	(4,881.42)	-	(3,715.65)	-	-	(8,597.07)
07/02/20 Vouchers Payable (paid via Bill.com)	(9,200.00)	-	-	-	-	(9,200.00)
07/02/20 Century Link Autopay	-	-	(713.22)	-	-	(713.22)
07/03/20 Vouchers Payable (paid via Bill.com)	-	-	(11,975.00)	-	-	(11,975.00)
07/06/20 Wire to Nationwide (457b) for 07/03/2020 Paydate	(473.18)	-	(692.07)	-	-	(1,165.25)
07/06/20 WF Credit Card Autopay	(2,209.55)	-	(976.83)	-	-	(3,186.38)
07/07/20 Transfer from Colostrust	175,000.00	-	-	-	-	175,000.00
07/07/20 Conoco Phillips	(571.45)	-	-	-	-	(571.45)
07/07/20 Vouchers Payable (paid via Bill.com)	-	-	-	-	(845,308.30)	(845,308.30)
07/08/20 Vouchers Payable (paid via Bill.com)	(150,924.24)	-	(6,514.62)	(1,073.08)	(429.50)	(158,941.44)
07/13/20 Bank Service Fee	(150.43)	-	-	-	-	(150.43)
07/16/20 MSI Deposit	17,319.18	-	46,751.98	13,604.31	-	77,675.47
07/16/20 Republic Services Autopay	-	-	(812.81)	-	-	(812.81)
07/16/20 Xcel Autopay	-	-	(192.70)	-	-	(192.70)
07/16/20 ADP Wages & Taxes	(13,236.14)	-	(11,597.24)	-	-	(24,833.38)
07/17/20 Wire to Nationwide (457b) for 07/17/2020 Paydate	(473.18)	-	(692.07)	-	-	(1,165.25)
07/21/20 Transfer from Colostrust	181,320.00	-	-	-	43,680.00	225,000.00
<i>Anticipated Vouchers Payable (Paid via Bill.com)</i>	<i>(65,067.97)</i>	<i>-</i>	<i>(7,029.07)</i>	<i>(13,921.65)</i>	<i>(3,593.77)</i>	<i>(89,612.46)</i>
<i>Anticipated United Power Autopay</i>	<i>(3,926.02)</i>	<i>-</i>	<i>(4,086.51)</i>	<i>-</i>	<i>-</i>	<i>(8,012.53)</i>
<i>Anticipated CEBT Wire</i>	<i>(4,881.42)</i>	<i>-</i>	<i>(3,715.65)</i>	<i>-</i>	<i>-</i>	<i>(8,597.07)</i>
<i>Anticipated Balance</i>	<i>135,204.47</i>	<i>-</i>	<i>146,087.23</i>	<i>38,314.84</i>	<i>67,951.01</i>	<i>387,557.55</i>
<b>Wells Fargo Lockbox</b>						
Balance as of 6/30/2020	-	-	4,616.71	-	-	4,616.71
Subsequent activities:						
07/21/20 July Bank Fees to Date	-	-	(1,007.74)	-	-	(1,007.74)
07/21/20 July Deposits to Date	-	-	4,329.45	-	-	4,329.45
<i>Anticipated Balance</i>	<i>-</i>	<i>-</i>	<i>7,938.42</i>	<i>-</i>	<i>-</i>	<i>7,938.42</i>
<b>COLOTRUST PRIME (CO-01-1125-4001)</b>						
Balance as of 6/30/2020	603,902.78	-	590,650.02	421,945.18	1,185,655.33	2,802,153.31
Subsequent activities:						
07/07/20 Transfer to Wells Fargo	(175,000.00)	-	-	-	-	(175,000.00)
07/21/20 Transfer to Wells Fargo	(181,320.00)	-	-	-	(43,680.00)	(225,000.00)
<i>Anticipated transfer from NRMD No. 1</i>	<i>803,799.56</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,906,694.19</i>	<i>2,710,493.75</i>
<i>Anticipated transfer from NRMD No. 2</i>	<i>336,205.30</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>336,205.30</i>
<i>Anticipated transfer SDF's to North Range MD No. 2</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(731,404.00)</i>	<i>(731,404.00)</i>
<i>Anticipated Balance</i>	<i>1,387,587.64</i>	<i>-</i>	<i>590,650.02</i>	<i>421,945.18</i>	<i>2,317,265.52</i>	<i>4,717,448.36</i>
<b>UMB - 2017 Bond Fund</b>						
Balance as of 6/30/2020	-	0.73	-	-	-	0.73
Subsequent activities:						
<i>Anticipated Balance</i>	<i>-</i>	<i>0.73</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>0.73</i>
<b>UMB - 2017 Project Fund - District No. 2 Subaccount</b>						
Balance as of 6/30/2020	-	-	-	-	932.36	932.36
Subsequent activities:						
<i>Anticipated Balance</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>932.36</i>	<i>932.36</i>
<b>Anticipated total balance</b>	<b>\$ 1,522,792.11</b>	<b>\$ 0.73</b>	<b>\$ 744,675.67</b>	<b>\$ 460,260.02</b>	<b>\$ 2,386,148.89</b>	<b>\$ 5,113,877.42</b>

**Yield information (thru 6/30/2020):**

Colostrust Prime - .23%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.