

LEASE AGREEMENT

This **LEASE AGREEMENT** (the “**Lease**”), between the **CITY AND COUNTY OF DENVER**, Colorado, a municipal corporation and home rule city organized and existing under the laws of the State of Colorado (“**City**”), and **SIGNATURE FLIGHT SUPPORT LLC, DBA SIGNATURE AVIATION**, a Delaware limited liability company authorized to do business in the State of Colorado (the “**Company**”) (the City and the Company are each a “**Party**” and together the “**Parties**”).

RECITALS

WHEREAS, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”) and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the City issued Request for Proposal No. 202474715-00 (“**RFP**”) to competitively identify a new operator of the Fixed Based Operator Facility (the “**FBO**”) at the Airport; and

WHEREAS, proposals in response to the Request for Proposal were received and reviewed by the City, and Company’s proposal was selected for award of this Agreement; and

WHEREAS, the Company is engaged in business as a fixed base operator and was the successful proposer for this procurement; and

WHEREAS, the Company desires to Lease and operate the FBO, and the City desires to have the Company lease and operate the FBO, in accordance with terms and conditions of this Lease;

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, the City and the Company hereby agree as follows:

PART I

USE AND LEASE OF THE GROUND AND FACILITIES; QUIET ENJOYMENT

1.01 Lease of Ground.

The City hereby leases to the Company, and the Company hereby leases from the City, the Ground, as described in **Exhibit A** (the “**Ground**”), on the terms and conditions set forth in this Lease. The City expressly reserves from the lease of the Ground all water, gas, oil, and mineral rights in and under the Ground.

1.02 Lease of the Facilities.

A. The City hereby leases to the Company, and the Company hereby leases from the City, the facilities, as described in **Exhibit B** (the “**Current Facilities**”), on the terms and conditions set forth in this Lease. The Facilities include (i) all of the buildings, improvements,

fixtures, and the equipment now located on the Ground, as depicted in **Exhibit B**, all of which are owned by the City on the Effective Date, and (ii) any new equipment and buildings, improvements, and fixtures constructed or installed by Company following the Effective Date. **Exhibit C** (the “**Proposed Facilities**”) depicts the facilities the Company will construct pursuant to this Lease.

B. Once the Company has completed any of the Proposed Facilities, those Proposed Facilities, together with the Current Facilities, shall collectively be the “**Facilities**.” The Facilities do not include any Company Property acquired and installed by the Company pursuant to Section 7.05 or any infrastructure used by the City for general Airport purposes.

C. The Current Facilities generally include the following:

- Executive Terminal – 9,150 S.F.
- South Hangar (Maintenance) – 54,000 S.F. (30,000 S.F. Hangar, Two-Story Office Building -12,000 S.F. per story).
- North Hangar – 23,062 S.F.
- Vehicle Maintenance Building – 5,800 S.F.
- Fire Pump Building – 214 S.F.
- Avgas Pump Islands and Storage Tanks

D. The Company acknowledges that it has a specific and detailed understanding of the current configuration and operation of the Avgas Pump Islands and Storage Tanks, as well as a specific and detailed understanding of all current aircraft fueling requirements and operations necessary for the operation at the Airport as an FBO. The Parties agree to cooperate in good faith to find a more efficient way for the Company to provide required aviation fueling at the FBO. If the Parties agree to an alternative means of providing fuel to aircraft at the FBO, whether through operational or infrastructure changes, the Parties will document those changes by adding new **Exhibit C-1** to this Lease and so long as those changes are at no cost to the City, **Exhibit C-1** will not need to be incorporated through an amendment to this Lease.

1.03 Construction and Ownership of the Proposed Facilities

A. The Company shall have the right to use the Ground for the purposes of designing and constructing the Proposed Facilities, in accordance with Part 2 of this Lease.

B. During the Term of this Lease, Company will own the Proposed Facilities. Upon the expiration or early termination of this Lease, any of the Proposed Facilities which are actually constructed on the Ground, but excluding Company Fixed Property and Company Personal Property, shall automatically become, at no cost to the City, the sole property of the City.

C. As part of its response to the RFP, Company proposed to make capital improvements to the FBO in the approximate amount of \$57,597,858 as generally depicted in **Exhibit C**. Additionally, Company proposed to make facility repair and maintenance improvements during the Term in an approximate amount of \$4,350,000. The Company’s commitment to the capital investments were a material reason for City’s acceptance of the Company’s proposal and the award of this opportunity to the Company. Company hereby

covenants to undertake the capital investments in substantially the same form as set forth in the Company's RFP proposal, or as otherwise modified and agreed to by both parties.

1.04 Leased Property.

The Ground and the Facilities are collectively the "**Leased Property.**"

1.05 Use of the Leased Property.

A. The Company shall have the right to use the Leased Property for the purpose of operating an FBO on the Leased Property, including those specific activities and services as identified in **Exhibit D**. The Company, with the approval of the CEO, which approval shall not be unreasonably withheld or delayed, shall be permitted to use the Leased Property for any additional use which constitutes a proper airport purpose and which is related to the operation of the fixed base operator. The Company shall not commit waste of the Ground and shall not commit or permit any nuisance from or upon the Leased Property.

B. The Company shall also have the nonexclusive right to use the landing areas, taxiways, aircraft ramp areas and other common facilities at the Airport, subject to the payment by the Company of the same charges and fees levied against other similar users of those facilities.

C. It is specifically understood and agreed by the Company that the Company may conduct only those activities enumerated herein and for no other uses whatsoever.

D. The City further grants to Company the continuing nonexclusive right to sell aviation fuels and lubricants to the general public for use in aircraft at such locations as may, from time to time, be designated by the CEO, during the term of this Lease, including the dispensing of such fuels and lubricants to aircraft belonging to the Company. The sale of said fuels, lubricants and propellants at those locations designated by the CEO shall include the right to use vehicles necessary for the servicing of aircraft. The Company may provide services incidental to the immediate preparation of aircraft for scheduled operations, such service to include, among others, inspection, interior cleaning and non-routine maintenance involving minor repairs and the replacement or adjustment of equipment of an emergency nature, or in order to insure the safe departure of the aircraft. All such services (ground handling) shall be provided in accordance with the rules and regulations promulgated by the CEO for such operations.

E. Nothing herein contained shall be deemed to be an exclusive grant to the Company to sell aviation fuels at the Airport, and the City expressly reserves the right to grant to other parties like privileges with respect to the sale of such fuels.

F. It is further understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of the applicable FAA Grant Assurances.

G. The Company, with the prior written approval of the CEO, shall be permitted to use the Leased Property for any additional use which constitutes a proper airport purpose and which is related to the operation of a fixed base facility.

H. The Company agrees that in furnishing goods and services to the public at the Airport it will:

1. Furnish said goods and services on a fair, equal, and not unjustly discriminatory basis to all users of the Airport, and
2. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Company may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

1.06 Access.

Subject to any rules and regulations heretofore or hereafter adopted and promulgated by the City regarding the Airport, including without limitation any nondiscriminatory rules and regulations governing entrance to and use of the Airport, the Company has the right of access, ingress to and egress from the Leased Property for the Company's employees, agents, guests, patrons, and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property; and no fee, charge or toll shall be charged directly or indirectly for access rights other than as set forth in this Lease. The foregoing shall not preclude the City or its concessionaires or licensees from making and collecting a charge for the use of public motor vehicle parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by the City or its concessionaires or licensees, or preclude the City from imposing any excise taxes, including without limitations, sales, use and occupation taxes, any permit or license fees, and any property taxes not inconsistent with the rights and privileges granted to the Company hereunder.

1.07 Modification of Access Route.

The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress, and any other area at the Airport or in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided is substituted therefor and is concurrently made available to Company. The Company hereby releases and discharges the City of and from any and all claims, demands or causes of action which the Company may now, or at any time hereafter, have against the City, arising or alleged to arise out of the closing of any roadway, taxiway/apron or other right-of-way for such access, ingress and egress or other area at the Airport or in its environs used as such, so long as the City makes available a means of access, ingress and egress reasonably equivalent to that existing prior to each such modification.

1.08 Quiet Enjoyment.

The City covenants that the Company, on performing its covenants and other obligations under this lease, shall have quiet and peaceable possession of the Leased Property until the expiration or early termination of the Lease.

1.09 Avigation Easement.

The Leased Property is expressly subject to a perpetual nonexclusive easement and right of way for the passage of any and all Aircraft landing at, taking off from, or otherwise operating to or from the Airport in, to, over and through all airspace of the Leased Property to an indefinite height (“**Passage of Aircraft**”). As used herein, the term “Aircraft” shall include, but not be limited to, any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air, whether manned or unmanned and regardless of propulsion method. This easement includes the right to cause or create noise from Aircraft over or above the Leased Property, including sounds, vibrations, dust, turbulence, illumination, electronic interference, fumes, fuel vapor particles, interference with sleep and communication, and all other effects that may reasonably be caused by the Passage of Aircraft (collectively “**Incidental Effects**”), which Incidental Effects may enter or penetrate into or transmit through any improved or unimproved portion of the Leased Property or any airspace above the ground surface of the Leased Property (the “**Airspace**”) including, without limitation, any Incidental Effects that may be objectionable or would otherwise constitute a trespass, a permanent or continuing nuisance, personal injury or taking or damage to the Leased Property due to invasiveness, intermittence, frequency, loudness, intensity, interference, emission, odor, annoyance or otherwise. This easement includes Incidental Effects from any future additions to or increases in or changes made to operations at the Airport, including full Airport buildout of at least twelve runways, and other future development and/or increase in or expansion of Airport operations. For clarity, the intent of this Avigation Easement and Section 1.10 is to preserve to the City the power to expand, operate and fully-utilize the Airport without objection from the Company.

1.10 No Interference with Air Navigation.

A. In furtherance of the Avigation Easements and rights set forth in Section 1.09, the Company hereby covenants at all times during the Lease Term as follows:

1. The Company will not take any action or cause or allow any obstruction to exist that would penetrate the “**imaginary surfaces**” per 14 C.F.R. Part 77 for the Airport’s full twelve runway buildout, or construct any structure on the Leased Property which would conflict, interfere with, or infringe the City’s operations of the Airport. The Company shall comply with 14 C.F.R. Part 77, including as it may be amended or replaced, to the extent it applies to the Leased Property. The Company will comply with any duly adopted regulations established at any time by the City or any other governmental authority with regard to electronic, electromagnetic, and light emissions.

2. The City may clear and keep the Airspace clear of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects, which extend into the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace; provided, however, the City shall first provide reasonable, under the circumstances, written notice to the Company to cure or remove an obstruction.
3. The City may mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, the Leased Property, and which extend into the Airspace; provided, however, DEN shall first provide reasonable, under the circumstances, written notice to the Company to cure or remove an obstruction.
4. The Company will not use or permit the use of the Leased Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any Aircraft in violation of any rules or regulations adopted by any governmental authority.

1.11 Acceptance of the Leased Property.

As of the Effective Date, subject to any covenants, and obligations of the City set forth in this Lease, the Company represents that it has (i) had the opportunity to inspect the Leased Property, (ii) is satisfied with the condition of the Leased Property and (iii) takes the Leased Property As Is, Where Is, and With All Faults.

1.12 Right of First Offer.

Company's Proposed Facilities include the design and construction of one or more office buildings, as depicted on **Exhibit C**. Company grants to the City a Right of First Offer ("**ROFO**") to lease from the Company a portion, not to exceed eighty percent (80%) of the square footage of any office building, of the office space the Company will build. With respect to any such office buildings, the ROFO shall commence on the Effective Date and shall terminate, for each building, when the Company receives all necessary building permits to commence construction of the building. The Company shall provide the City with copies of at least the 30%, 60%, and 90% plans for each building, together with any renderings of the proposed fit and finish, and possible tenant improvements and amenities, for each building. The Company shall also provide the City with 14-days advanced notice of the Company's intent to file its final application(s) for building permits for each office building ("**Company's ROFO Notice**"). Within sixty (60) days of the City's receipt of the Company's ROFO Notice, the City may exercise the ROFO by sending the Company a ROFO Notice Letter advising the Company of the City's intent to lease all or a portion of the subject office building. Upon Company's receipt of any ROFO Notice Letter, the Parties shall have 60-days to negotiate, in good faith, an office building lease agreement, which can be in the

form of either a stand-alone lease agreement or an amendment to this Lease; provided, however, that the Parties understand that the new lease or Lease amendment will not be fully executed within those 60-days, but rather the parties must in good faith work to have all terms and conditions negotiated by the end of the 60-day period. If the parties do not reach an agreement, or the City does not issue a ROFO Notice Letter for a specific building, the ROFO will expire only for that building, and the City will continue to have a ROFO for any other office buildings the Company will build.

PART II CONSTRUCTION OF THE PROJECT

2.01 Definitions.

A. Definitions. As used in this Lease:

1. **“Agreement”** or **“Agreements,”** as the case may be, means both the Design Agreement and the Construction Agreement.
2. As used in this Part II only, **“City”** means the City and County of Denver and its departments or agencies, but not the DDOA.
3. **“Contractor”** means the entity that will enter into the Construction Agreement with the Company to provide preconstruction and construction services while ultimately serving as a constructor of the Work for the Project during the Construction Phase.
4. **“Construction Agreement”** means that certain Construction Agreement to be entered into between the Company and the Contractor, including all Contract Documents as defined therein, whereby the Contractor will provide preconstruction and construction services in connection with the construction of the Project.
5. **“Construction Period”** means that period that begins on the Effective Date of this Lease and ends on (and including) the issuance by the Contractor of the Certificate of Substantial Completion.
6. **“Current Facility Plans”** shall mean the facility design plans existing as of the Effective Date for the Project.
7. **“Design Agreement”** means certain Services Agreement entered into on or about April 2025 between the Company and the Design Firm, including all Contract Documents as defined therein, whereby the Design Firm will provide design services in connection with the design and construction of the Project.
8. **“Design Firm”** means the entity that entered into the Design Agreement for the planning and designing of the Proposed Facilities.

9. **“DDOA”** means the Denver Department of Aviation.
10. **“Project”** shall mean the design, construction, and management of the construction of the Proposed Facilities.
11. **“Work”** means all design and construction and services, including all preconstruction services and construction services, required by the Agreements to perform and complete the Project, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided to fulfill the Design Firm’s and Contractor’s obligations under the Agreements. The Work includes all alterations, amendments, or extensions made by change order or other written orders or directives of the Company. Unless specified otherwise in the Agreements, the Work includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, testing, commissioning, training, and providing maintenance and operations manuals and warranties necessary to perform and fully complete the Work.

2.02 Acceptance and Inspection of the Ground.

The Company has been given the opportunity to inspect the Ground and the Current Facilities. As of the Effective Date, subject to any representations, warranties, covenants, and obligations of the City set forth in this Lease, the Company takes the Ground and the Current Facilities as is, where is, and with all faults.

2.03 Project Cost.

A. Company will be exclusively responsible for all costs, fees, and expenses associated with the construction of the Project as set forth in the Agreements and below. The City and the DDOA are not contributing any funds to the Project but have an interest in the Project as it concerns the functioning of the Airport. In addition, the Company shall be responsible for the following costs and expenses:

1. Wages, salaries, and other such costs for Company personnel dedicated to the Project and for taxes, employee insurance benefits, contributions, assessments, and benefits required by law or collective bargaining agreements applicable to those persons.
2. Permit and inspection coordination, submission, and any permit fees.
3. Costs of the premiums for all bonds and liability insurance that the Company is required to maintain by the Lease.
4. Costs incurred by Company for reproduction, telegrams, facsimile transmissions, long-distance telephone calls, and postage & express delivery charges in connection with the Work.

5. Costs incurred by Company for the reasonable travel expenses incurred while traveling in discharge of duties in connection with the Work.
6. Costs associated with the implementation of any safety program for the Project, including any City inspection or audit of such safety program.
7. Costs incurred by Company for any design professionals, consultants or third parties providing services to the Project.
8. Governmental sales, use or similar taxes directly attributable to the Work for which the Company is liable and not subject to exemption.
9. Mock-up costs, and the costs of all tests, inspections, and approvals, as may be required by the Project Contract Documents or applicable laws, ordinances, or public authority for the performance of the Work.
10. Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work.
11. Costs of debris and waste removal from the Ground and its proper and legal disposal.
12. Costs for temporary and permanent power, lighting, heat, sewer, and water services as required to complete the Work and costs for snow removal as required.
13. Costs incurred by the Company resulting from the failure of Company or its consultants to coordinate their work with that of the City and its consultants, if any, after agreeing to the schedules thereof, or failure of Company to comply with directives of the City not in conflict with said schedules.

2.04 The Project Contract Documents.

A. It is agreed by the Parties that the instruments, drawings, and documents relating to the construction of the Project, listed in Subsection (B) below, constitute and shall be referred to as the “**Project Contract Documents.**” The intent of the Project Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Project. Company shall execute the Project as set forth in Project Contract Documents.

B. The Project Contract Documents include the following:

1. The Proposed Facility Plans (***Exhibit C***);
2. The Proposed Project Phasing Plan (***Exhibit E***);

3. The Construction Agreement (*Exhibit F*);
4. The Design Agreement (*Exhibit G*);
5. Construction QA/QC Matrix (*Exhibit H*);
6. Technical Specifications (*Exhibit I*);
7. Airport Rules, Regulations and Guidelines;
8. Form of Performance and Payment Bonds (*Exhibit J*); and
9. The Construction Safety Plan (*Exhibit K*).

2.05 Scope of Work.

A. Company shall cause the Design Firm and the Contractor to design and construct the Project in accordance with the Project Contract Documents. Company shall cause the Contractor to perform the Work under the Construction Agreement in the most expeditious and economical manner, consistent with the interests of the Company and the DDOA, and in a manner which satisfies the DDOA's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs.

B. The Company covenants and represents that the Company is familiar with the Leased Property and has had sufficient time and opportunity to independently examine and is sufficiently familiar with the Leased Property layout and materials, the character and nature of all Leased Property constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Company's own geotechnical investigation shall be the sole basis for knowledge used for design and construction in response to subsurface conditions and for establishment of the Project.

C. Material modifications of the Project Contract Documents (except for those identified in Sections 2.04(B)(3) and (4) shall be subject to approval by the DDOA and the City, which shall not be unreasonably withheld. The Company may immediately commence and undertake the performance of any and all Work, as such term is defined, in accordance with the approval requirements of the City and the DDOA.

1. Upon completion of any phase of the Project, the Company will furnish to the DDOA final "as built" drawings for the Proposed Facilities completed in that construction phase. The format for the final "as built" drawings will be as set forth in the DEN Design Standards or as agreed to by the Parties.

D. With respect to the Project, Tenant will to (i) comply with the Denver Green Buildings ordinance, D.R.M.C. 10-300, *et seq.*, and (ii) design and build the Project to meet the U.S. Green Building Council standards for LEED certification.

E. Upon (i) completion of the construction as described in the Project Contract Documents and (ii) issuance of a Certificate of Substantial Completion for the Proposed Facilities, the Parties shall execute a letter, in the form attached as ***Exhibit L***, confirming that the construction is completed, a Certificate of Substantial Completion for the Proposed Facilities has been issued, and that the Parties therefore acknowledge that all Project requirements thereunder are deemed dissolved and of no further force or effect.

2.06 Coordination and Cooperation.

A. The Parties agree to fully cooperate and coordinate fully with each other in the performance of the Work.

B. The Company shall, as a continuing work item during the construction period, facilitate coordination, communication, and cooperation regarding its performance hereunder with the DDOA. In addition, the Company shall coordinate its efforts under this Part II of the Lease with all involved governmental and regulatory entities; provided that any required communications with the FAA for the Project shall only be undertaken by the DDOA.

C. Company general management and oversight of the Project.

1. As between the City, DDOA, and Company, Company shall have the sole and exclusive right to (a) select any and all design professionals, contractors, and program management professionals as it shall reasonably require to timely and efficiently complete the Project; and (b) manage the design, construction, and operations of the Project and Contractor on a day-to-day basis, which shall be exercised in accordance with all applicable laws and requirements as set forth in the Lease. Company shall manage the Project in such a manner that the Airport operates efficiently during such construction so as to minimize disruptions to Airport operations.

D. Communications with, and Approvals by, the City and DDOA.

1. The Company will apply and pay for all costs to obtain required permits for the Work. Where DDOA consent is required, DDOA shall not unreasonably withhold consent. To the extent the Company is required under the Project Contract Documents to obtain approvals of the DDOA, said approvals (or denials) shall be provided by the DDOA within fifteen (15) business days of a written request from the Company. To the extent approvals are required by the City, the Company will obtain such approvals. DDOA agrees to reasonably assist the Company with obtaining such City approvals, but the Company acknowledges that DDOA cannot control the response, including response time, of other City departments. In addition to any other notice requirement set forth in this Lease, the Company will provide the DDOA Project Manager with monthly reports concerning the ongoing construction of the Project along with appropriate supporting documentation. The DDOA Project Manager will be invited to attend (i) all DEN-Company

construction coordination meetings and (ii) any safety meetings conducted pursuant to the Construction Agreement.

2.07 Bonds and Insurance During Construction Period.

A. Bonds Required of Contractor.

1. During the Construction Period, Company shall require payment and performance bonds from the Contractor as set forth in in the form provided in ***Exhibit J***. The Contractor shall name the City and the DDOA as dual obligees on said Bonds with the appropriate rider. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor and the CEO. Before the Work can begin on the Project, the Company shall have furnished such surety bonds and appropriate Powers of Attorney.

B. Insurance.

1. The Company will cause its general contractors, construction managers, architects, and subcontractors to obtain the insurance required in ***Exhibit M***, which shall apply only for the term of the performance of the Work.

2.08 Compliance with Prevailing Wage Requirements.

A. To the extent required by law, the Company shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the payment of prevailing wages as set forth in the Prevailing Wage Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the request for proposal was advertised (the “**Advertisement Date**”). In the event a request for bids, or a request for proposal, was not advertised, the Company shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Lease were encumbered. The Advertisement Date was August 26, 2024.

B. Prevailing wage and fringe rates will adjust on the yearly anniversary of Advertisement Date.

C. The Company shall provide the City and County of Denver Auditor (the “**Auditor**”) with a list of all subcontractors providing any services under the Lease with respect to the services subject to the Prevailing Wage Ordinance.

D. The Company shall provide the Auditor, in a manner specified by the Auditor, with electronically certified payroll records for all covered workers employed under the Lease with respect to the services subject to the Prevailing Wage Ordinance.

E. The Company shall prominently post at the work site the current prevailing wage and fringe rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

F. If the Company fails to pay workers as required by the Prevailing Wage Ordinance, such failure will constitute an Event of Default under the Lease, and such Event of Default will be continuing until documentation of payment satisfactory to the Auditor has been provided. The Auditor may enforce the Prevailing Wage Ordinance in a manner provided by law, including the Prevailing Wage Ordinance.

2.09 Minority and Women-Owned Business Enterprise Requirements

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. The requirements in this Section 2.09 shall apply while the Company is undertaking the design and construction of the Capital Improvements, as well as any design and construction related to significant Alterations. The Company’s Goal Commitment to MWBE participation for the design associated with the Project under this Agreement is 15% as stipulated in the Division of Small Business Opportunity’s (“**DSBO**”) Commitment to MWBE Participation Form submitted by the Company.

1. Upon completion and approval of the design by the City and as a condition of receiving City or DDOA approval to commence construction of any part of the Project, Company shall work with the City, including DSBO, to obtain Company’s DSBO Program Goal for the construction work associated with the Project. Should a DSBO Program Goal be applicable to the construction portion of the Project Company, will be required to demonstrate its Goal Commitment to MWBE participation by completing, and submitting to DSBO, the required DSBO forms. That construction Goal Commitment shall be enforceable by the City as if set forth herein, and the provisions of this Section 2.09 shall apply equally to the design Goal Commitment and the construction Goal Commitment. The Company shall contact DSBO at goals@denvergov.org with a copy to DSBO@flydenver.com for further instructions.

B. Under § 28-68, D.R.M.C., the Company has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, or other modification under § 28-70, D.R.M.C. The Company acknowledges that:

1. If directed by DSBO, the Company is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the

Utilization Plan requirements, the Company must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

2. If change orders or any other contract modifications are issued under the Project Contract Documents, the Company shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such Project Contract Documents, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
3. If change orders or other amendments or modifications are issued under the Project Contract Documents that include an increase in the scope of work, whether by amendment, change order, or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
4. Those amendments, change orders, or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors/subconsultants are subject to the original overall contract requirement. The Company shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Company must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Company shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Company is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors/subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor/subconsultant's invoice.
6. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
7. Failure to comply with these provisions may subject the Company to sanctions set forth in § 28-76 of the MWBE Ordinance.

8. Should any questions arise regarding specific circumstances, the Company should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

PART III GENERAL PROVISIONS

3.01 CEO and the CEO's Authorized Representative.

A. As used in this Lease, the term “CEO” means the Chief Executive Officer of the City's Department of Aviation or the CEO's successor in function having jurisdiction over the management, operation, and control of the Airport.

B. The “CEO's Authorized Representative” means the Senior Vice President of Airline and Commercial Affairs or their successor in function (the “SVP”). The SVP shall be such authorized representative of the CEO until notice otherwise is given to the Company.

3.02 Agreements with the United States.

This Lease is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The Federal Appendices, which are attached hereto as *Appendix I* are incorporated herein by this reference.

3.03 Bond Ordinance.

A. This Lease is in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement, or replace such bond ordinances.

B. The Parties acknowledge and agree that all property subject to this Lease which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Company agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Company agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this Lease which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

3.04 Force Majeure.

Neither the City nor the Company shall be deemed to be in breach of this Lease by reason of failure to perform any of its obligations under this Lease if, while and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion, pandemic, and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by the Company to pay Monthly Rental or other charges, or to make any other money payment whatsoever required by this Lease, except in those cases where provision is made in this Lease for the abatement of such rents, fees, charges or payments under such circumstances.

PART IV LEASE TERM

4.01 Term of the Lease.

A. The Term of this Lease shall commence on the Effective Date and shall terminate on the earlier to occur of:

1. Thirty (30) years after Effective Date; or
2. At the City's or the Company's option, as applicable, upon the occurrence of an event of default under Part IX of this Lease.

4.02 Surrender of Possession.

The Company covenants that at the expiration or early termination of the Lease, it will quit and surrender the Leased Property in good state and condition, reasonable wear and tear, acts of God or other casualty and damage due to the negligent or willful act or omission of the City, excepted, and the Company shall, before such surrender, remove from the Leased Property all Company Property. The City shall have the right on such expiration or early termination of the Lease to enter upon and take possession of the Leased Property with or without process of law, without liability for trespass.

4.03 Removal of Company Property.

Upon the surrender of the Leased Property as set forth in Section 4.02, the Company shall remove from the Leased Property, at its own cost and expense, all of the Company Property. However, the Company may request in writing, no later than 120 days prior to the date of the expiration or earlier termination of the Lease, approval from the City to allow specifically identified Company Property to remain at the Leased Property. The City shall notify the Company, within 60 days of the Company's request, of its willingness to allow any of the Company Property to remain at the Leased Property. For any Company Property that the City allows to remain at the Leased Property, title to such Leased Property shall automatically transfer to the City, at no cost

to the City. If the City does not allow the Company Property to remain at the Leased Property, then the Company Property shall be removed within the timeframe set forth above.

4.04 Effect of Holding Over.

Should the Company hold over the use of or continue to occupy any portion of such Leased Property after the expiration of the Term of this Lease, such holding over shall be deemed merely a tenancy from month to month. Rent, fees and charges for each month of such holding over shall be paid as provided herein and in a sum equal to the monthly rental required for the month prior to the end of the Term. All terms and conditions of this Lease, except for Term, shall remain in full force and effect. The Company may only holdover with the written approval of the City.

4.05 Termination of Holdover.

If the Company holds over pursuant to Section 4.04, either party may, with or without cause, cancel or terminate the Company's tenancy by giving not less than thirty (30) days prior written notice to the other party, setting out the date of such cancellation and termination, in which case the Company shall vacate the Leased Property as set forth in Section 4.02 and 4.03.

PART V PAYMENTS UNDER THIS LEASE

5.01 Time and Manner of Rent Payments.

A. Starting on the Effective Date, the Company shall pay the City rent which shall be comprised of the following: Facility Rent, Ground Rent, Performance Rent, a Fuel Flowage fee, Landing Fees, and any other money owed to City under this lease (collectively, "**Rent**").

B. Rent shall be due and owed in advance, without offset, deduction or prior demand on the first day of each month during the Lease Term except as otherwise set forth herein below with respect to Performance Rent. If the Effective Date falls on other than the first day of a month, then Rent for the first partial month shall be prorated based upon the number of days of the respective month after the Effective Date.

C. All Rent shall be payable to City either by wire transfer or by check payable at the following address: Denver International Airport Revenue Fund, P.O. Box 942065, Denver, CO 80249-2065.

D. Any payment not made to the City when due shall accrue interest at the rate of 18% per annum commencing five (5) days after such due date.

5.02 Performance Rent.

A. Payment of Performance Rent.

1. The Company shall pay the City, as part of the "**Food & Beverage Performance Rent**," an amount equal to Gross Revenue of all food and

beverage sales for a month multiplied by the 8% (the “**F&B Percentage Fee Rate**”).

2. The Company shall also pay the City, as part of the “**FBO Sales Performance Rent**”, an amount equal to Gross Revenue of all the sales and services, excluding revenues from aviation fuels sold by or for the Company and dispensed at, on, upon or from the Leased Property and Landing Fees defined in Section 5.05, provided by the Company at the FBO (“**FBO Sales**”) for a month multiplied by the 12% (the “**FBO Percentage Fee Rate**”).
3. “**Monthly Performance Rent**” means the combined Food & Beverage Performance Rent and FBO Sales Performance Rent owed by the Company to the City each month following the Effective Date.

B. Monthly Performance Rent.

1. The Company shall, concurrently with the delivery of the Monthly Rent Statement, pay to the City all Monthly Performance Rent due for the month covered by the Monthly Rent Statement. The receipt by the City of any Monthly Rent Statement or payment of Monthly Performance Rent shall not bind the City as to the correctness of the Monthly Rent Statement or the amount of any payment of Monthly Performance Rent.
2. Immediately upon Company’s receipt of monies hereunder, title to the percentages of said monies belonging to the City under the terms of this Lease shall immediately be vested in and become the property of the City, and Company shall be responsible for said monies until the same are delivered to the City.

C. Gross Revenue. Gross Revenue includes all monies paid or payable to the Company or due or received from customers by the Company for sales made, services rendered, and customer orders fulfilled at or from the Leased Property, regardless of when or where the customer order is placed (including outside the Leased Property), and any other receipts, credits, rebates, allowances, internet sales, or revenues of any type arising out of or in connection with the Company’s or the Company’s or agents’ operations at the Leased Property, including, but not limited to, branding fees, marketing fees, merchandising fees, promotional allowances, performance allowances, retail display allowances, and any other type of ancillary advertising or product placement fees, other allowances and fees. Gross Revenue shall not include:

1. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing authority by the Company.
2. Amounts, rebates, allowances (including rebates, refunds and allowances called promotional or marketing allowances), and credits received from

suppliers for merchandise, including those received for merchandise returned by the Company.

3. Cash and credit card refunds to customers for merchandise returned.
4. Amounts and credits received in settlement of claims for loss of, or damage to, merchandise.
5. Intercompany store transfers.
6. United States Postal Service stamp sales.
7. Uniforms or clothing purchased by employees where such uniforms or clothing are required to be worn by employees.
8. Gift cards sold at the Leased Property. When a gift card is redeemed or accepted as payment for a purchase at the Leased Property, the transaction must be reported as part of Gross Revenue.
9. Amounts for coupons and other forms of discounts including complimentary customer services, such that only the amounts actually received are ultimately included in Gross Revenue.
10. Gratuities for services performed by employees paid by the Company or by its customers except to the extent the Company may be entitled to receive a portion of the gratuities.
11. Amounts received from the sale of lottery tickets.

5.03 Ground Rent.

For the sole purpose of calculating the Ground Rent, the Ground will only include the portions of the Leased Property on which there are no structures (e.g., open space, apron, and vehicle parking lots, etc.)(the “**Rentable Ground**”). The Rentable Ground excludes the ground area on which any current or future structures are located. The rental fee for the Ground (“**Ground Rent**”) shall be based upon the rental rates set forth in Rule 120.01-9 of the City's Airport Rules and Regulations, available on the City’s website (the “**Airport Rules**”). The current applicable rental rate under Rule 120.01-9 is an annual rate of \$1.03 per square foot for developed land including grading, drainage, utility, and road access, \$0.99 per square foot for land with utility and road access only. As of the Effective Date, the Rentable Ground includes 926,313 sf of developed land and 0 sf of land with utility and road access only. At the current rental rate set forth in Rule 120, the annual Ground Rent is \$954,102.39 per year, payable in monthly installments of \$79,508.53. This Ground Rent rate is subject to change as the City may update, amend, or change the applicable rental rate through the Airport Rules so long as the City provides public notice of such update, amendment, or change.

5.04 Facility Rent.

A. Facility Rent will be calculated based upon the total square footage of the Leased Property less the total amount of Rentable Ground, consisting of the Current Facilities. Facility rent for the first year of the Lease shall be \$1,030,102.61 per year, payable in monthly installments of \$85,841.88 (the “**Facility Rent Rate**”). The annual rental rate for the Facility Rent is \$11.17/SF, and the facilities covered by this Facility Rent are set forth in Section 1.02(C).

B. The Facility Rent Rate will be adjusted annually based upon the consumer price index for all urban consumers for the Denver metro area (the “**CPI**”). Such annual adjustment to the Facility Rent Rate will be calculated as follows: the current CPI for the 12th month of each lease year divided by the CPI for the 12th month of the prior lease year, minus 1, and multiplies by 100 will equal the annual adjustment to the Facility Rent Rate. By way of example only, if the current CPI is 250, and the prior year CPI was 245, then the annual adjustment would be 2.04%: $250/245=1.0204$; $-1=.0204$; $*100=2.04$.

5.05 Landing Fees.

The Company agrees to collect, on behalf of the City, rates, fees and charges, calculated and assessed in accordance with Rule 120 (collectively, “**Landing Fees**”), for the use of the Airfield Area from all general aviation, corporate aviation users and other FBO customers using the Airport and entering upon the Leased Property. The Company will charge its customers the appropriate Signatory or Non-Signatory rates as set forth in Rule 120. All rates, fees and charges collected by the Company on behalf of the City are public funds, and the Company shall collect and hold in trust for, and on behalf of, the City all such public funds. As compensation therefor, the City agrees that the Company shall be entitled to retain for itself twenty-five percent (25%) of the total fees collected, and remit to the City, each month, 75% of the Landing Fees collected by the Company for the preceding month. The Company shall have the exclusive right to collect on behalf of the Airport all Landing Fees accrued for the use of the Airfield Area from all general aviation, corporate aviation users and other FBO customers using the Airport and entering upon the Leased Property.

5.06 Fuel Flowage Fees.

A. The Company will pay to the City, each month, a fuel flowage fee equal to \$0.12 per gallon for all aviation fuels sold by or for the Company and dispensed at, on, upon or from the Leased Property.

B. As part of the Company’s Monthly Rent Statement, the Company shall furnish to the City a true and correct copy of all invoices or delivery tickets covering the purchases of aviation fuels by or for the Company to be dispensed at the Leased Property, each such invoice or delivery ticket to show supplier, date of delivery, type of fuel and amount delivered. The Company further agrees to maintain an acceptable record of all purchases of aviation fuels; such record which shall be in form approved by City’s Auditor, shall be maintained and retained on the Leased Property and the CEO and City’s Auditor and their authorized representatives shall have access at all reasonable times to all such records.

5.07 Record Keeping, Reports, Annual Statement, and End of Year Adjustment.

A. Bookkeeping System. The Company agrees to establish and maintain a system of bookkeeping satisfactory to the City Auditor. Such system shall be kept in a manner that distinguishes each Concession location that is operated by the Company from all other Concession locations operated by the Company.

B. Records Maintenance. The Company shall maintain, in accordance with International Financial Reporting Standards (the “IFRS”), complete and accurate books and records that include all financial transactions in the performance of this Lease. The Company shall retain such books and records for a period in accordance with this Lease and shall make such books and records available for reasonable inspection by representatives of the City, including, without limitation, the City’s Auditor and independent auditors hired by the City. Such books and records shall include, without limitation, all sales slips, cash register tapes, stand sheets, sales books, bank books or duplicate deposit slips, and all other evidence of total receipts, Gross Revenue, Rent payments, Minimum Annual Guaranteed payments, Monthly Reports, and Annual Reports (collectively, the “Financial Records”).

C. Required Onsite Records. The Company shall keep within the Leased Property adequate and accurate accounting books and records documenting all business and transactions engaged in by the Company pursuant to this Lease. Such books and records shall include, without limitation, daily receipts and expenses, daily bank deposits, daily sales records, and copies of all business tax returns filed with the State of Colorado and all federal income tax returns. The Company’s bookkeeping systems are subject to the City’s approval, and the Company agrees to comply with any modifications to such bookkeeping that the City may require from time to time.

D. Cash Registers and Inventory Sheets. At each location where cash registers are used, cash register tapes shall be balanced with the inventory to determine the Gross Revenue from that location. At each location where cash registers are not used, the inventory accounting method, as allowed in IFRS, shall be used to determine Gross Revenue. The Company shall retain all cash register receipts and stand inventory sheets in accordance with this Lease; and these documents are subject to audit by the City in accordance with this Lease.

E. Monthly Rent Statement. Following the Effective Date, the Company shall provide to the City, within 10 business days after the end of each month, a statement (the “**Company’s Monthly Rent Statement**”), using the form set forth in *Exhibit N*. The Company’s Monthly Rent Statement shall (i) be submitted without reference to whether any Performance Rent, Landing Fees or Fuel Flowage Fees shall have become payable for the preceding month, and (ii) set forth all information necessary to determine the amount owed by the Company to the City for Performance Rent, Landing Fees or Fuel Flowage Fees. Specifically, the Company’s Monthly Rent Statement shall document the following:

1. Performance Rent. The statement will include (i) the Company’s total food and beverage and FBO Sales Gross Revenue for the preceding month, and (ii) the calculation of Monthly Performance Rent, if any, due for the preceding month.

2. Landing Fees. The statement will include (i) the total amount of Landing Fees collected by the Company for the preceding month, and (ii) the amount of the Landing Fees owed by the Company to the City, if any, due for the preceding month.
3. Fuel Flowage Fees. The statement will include (i) the total number of gallons of fuel pumped by the Company as part of its FBO operations for the preceding month, and (ii) the amount of the Fuel Flowage Fees owed by the Company to the City, if any, due for the preceding month.

F. Annual Statement. No later than February 28 after the end of each year of operation after the first Contract Year, the Company will, at its sole cost and expense, provide an “**Annual Statement**” to City prepared by an independent Certified Public Accountant (“CPA”). There may be no limitation on the scope of the engagement that would preclude the CPA from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Revenue. The engagement will include a schedule of Gross Revenue for each month of the Company’s operations in the Contract Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to City. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion from the CPA on whether the Gross Revenue have been completely and accurately presented, calculated, reported, and paid according to the terms of this Lease. City reserves the right to reject the Company’s choice of CPA, where in City’s view the CPA does not have the appropriate standing, reputation, or independence from the Company. The City may further define or modify the requirements for the Annual Statement through Airport Rules and Regulations.

G. Findings. City reserves the right to challenge any findings or conclusions of the Annual Statement. In such event, City may conduct its own audit under the provisions in Section 10.10 or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by City of any dispute will be final. Delivery of an Annual Statement containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a breach of this Lease and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Lease.

H. Audit Deficiencies. If the City determines after an audit for any Lease Year that any payment(s) made to City were understated or materially misstated, the Company shall pay the amount of the deficiency plus interest at two percent (2%) per month compounded daily computed from the date due until the date paid. If such payments were understated or materially misstated by more than three percent (3%), the Company shall pay to the City the cost of the audit in addition to the deficiency and interest. If the City determines after an audit that the City was overpaid, the City shall have the option to either credit an overpayment against a subsequent amount due or provide a refund to the Company.

I. Acceptance of Reporting. Acceptance of any financial reports or payments by City does not constitute agreement by City with the amounts reported and paid. City reserves the right to reject any reports submitted by the Company.

PART VI INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

6.01 Indemnification.

A. The Company hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Lease (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Company or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. The Company’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Company’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. The Company will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

E. This defense and indemnification obligation shall survive the expiration or termination of this Lease.

6.02 Insurance.

A. The Company’s Insurance. The Company shall, at its sole cost and expense, obtain and keep in force at all times during the Lease Term when the Company is operating the Proposed Project, the insurance as set forth in *Exhibit M*.

B. Certificates of Insurance; Policies; No Cancellation. The Company shall deliver to City certificates of insurance, executed by a duly authorized representative of each insurer, evidencing the existence of all insurance required to be maintained by the Company. City shall be provided at least 30 days prior written notice prior to cancellation, non-renewal, or material change in any policy. At City's request, the Company shall deliver complete policies of insurance and all endorsements thereto as requested by City. Insurance must be maintained without any lapse in coverage during the Lease Term. Failure of City to demand such certificates or policies or identify any deficiency or noncompliance with coverage requirements, shall not be construed as a waiver of Tenant's obligation to maintain the insurance required by this Lease.

C. Additional Insureds. City shall be named as additional insured on a form reasonably approved by City under all of the policies required to be maintained or maintained by the Company, except workers compensation.

D. Primary Coverage. All insurance to be maintained by the Company shall be primary, without right of contribution from insurance of City.

E. No Limitation on Liability. The limits of insurance maintained by the Company pursuant to this Section 6.02 shall not limit Tenant's liability under this Lease.

F. Waiver of Subrogation. To the extent of the proceeds of insurance paid with respect to a claim of loss or damage, City and the Company each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, City and the Company shall give notice to the insurance carriers of this mutual waiver of subrogation.

6.03 Performance Bond.

A. Except as otherwise provided by Airport Rules and Regulations, as they may be adopted or amended from time to time, upon execution of this Lease, the Company shall deliver to the CEO, and shall maintain in effect at all times during the term of this Lease, including a period of six (6) months after expiration (or earlier termination of the letting of the Leased Property hereunder) of said Lease, a valid Performance Bond, or an irrevocable Letter of Credit, in an amount equal to three (3) months rental and other charges payable hereunder, payable without condition to the City and County of Denver, with surety acceptable to and approved by the CEO, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Lease to be performed by the Company, and as said Lease may be amended, supplemented or extended. The initial amount of such Performance Bond is \$496,114.90.

B. Notwithstanding the foregoing, if at any time during the term hereof, the CEO reasonably deems the amount of the surety insufficient to properly protect the City from loss hereunder because the Company is or has been in arrears with respect to such obligations or because the Company has, in the reasonable opinion of the CEO, violated other terms of this Lease,

the Company agrees that it will, after receipt of notice, increase the surety to an amount required by the CEO; provided however, the percentage increase in the amount of surety shall not exceed the annual percentage increase that has occurred with respect to the Company's rental and fee rates in effect under this Lease.

PART VII PROVISIONS RELATED TO THE LEASED PROPERTY

7.01 Limitations Upon Use.

The Company shall not commit waste with respect to the Leased Property and shall not commit or permit any nuisance from or upon the Leased Property. No activity or use of any part of the Leased Property without City's written consent will be permitted which is not directly related to aviation use.

7.02 Compliance with Laws and Regulations.

A. The Company shall not use or permit the use by parties authorized by the Company of the Leased Property, or any other portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those authorized by this Lease, or hereafter authorized in writing by the CEO. No use shall be considered authorized by this Lease if such use would adversely affect the tax-exempt status of Airport Revenue Bonds.

B. The Company shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with any rules and regulations governing the use of the Leased Property and any other portion of the Airport as may from time to time be adopted and promulgated by the City for the management, operation and control of the Airport, including those pertaining to the operation of automobile and vehicular traffic and parking facilities, and with such reasonable amendments, revisions, additions and extensions as may from time to time be adopted and promulgated. Nothing in this Lease shall be considered to restrict the police power of the City.

C. The Company shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies and applicable to or affecting the Company and its operations and activities in and at the Airport, including using the Airfield Operating Area in accordance with the Federal Aviation Administration's ("FAA").

D. The Company shall at all times comply with the Airport's Environmental Management System requirements, identified at <https://www.flydenver.com/business-and-community/sustainability/ems/>. The Company is responsible for keeping itself apprised of any future updated versions of the Environmental Management System Guidelines.

7.03 Utilities.

The Company understands and agrees that all utility services required by it during the Term of the Lease must be obtained and secured by the Company at its own expense. Any future relocation and/or reduction in height of utility lines and mains shall be at the sole cost and expense of the Company. Any power lines constructed or installed by or for the Company shall at all times conform to the height and route limitations imposed from time to time by the City or its CEO and the FAA. The City is under no obligation to furnish snow removal or janitorial services, or any other utility, for the Leased Property.

7.04 Alterations to Leased Property.

The Company may, at its own cost and expense, install in or on the Leased Property or any part thereof any fixture or improvement or do or make alterations, or construct additions thereto, or do remodeling, germane to the use herein or hereafter granted, so long as any such alterations, additions, or remodeling will neither impair the capital value or rental value of the Leased Property nor structurally weaken or endanger any of the Leased Property, and so long as the CEO gives prior written approval of any alterations, additions, or remodeling, which approval shall not be unreasonably withheld. In the event any such alterations, additions or remodeling is made without such approval, then upon reasonable notice so to do, the Company will remove the same, or, at the option of the City, cause the same to be changed to the satisfaction of the City. In case of any failure on the part of the Company to comply with such notice, the City may affect the removal or change, and the Company shall pay the cost thereof to the City.

7.05 Company Property.

A. The Company may from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property on or upon the Leased Property (the “**Company Property**”). All such Company Property installed by the Company shall remain the sole property of the Company in which the City shall have no interest except as otherwise provided herein.

B. The Company shall keep on file with the CEO a current list of all Company Property, valued in excess of Five Thousand Dollars (\$5,000.00), which is located, used, or installed on the Leased Property pursuant to this Section 7.05. Notwithstanding anything herein to the contrary, any property installed by the Company pursuant to this Section 7.05 shall constitute part of the Leased Property rather than Company Property if (i) such property is not set forth on the list of Company Property provided by the Company to the City pursuant to this Section 7.05 or (ii) such Company Property is so affixed to the Leased Property so as to be classified as a fixture under applicable law. The Company shall have the right at any time during the term of this Lease, when not in default hereunder, to remove any or all of the Company Property at its own expense, subject to the Company’s obligation to repair, at its own expense, all damage, if any, resulting from such removal.

7.06 Repairs and Maintenance.

A. All cost of maintenance, care and necessary replacement of the Leased Property shall be borne by the Company during the term of this Lease following the Effective Date. The Company covenants and agrees at its expense and without cost or expense to the City, during the term of this Lease, after the occupancy of the Leased Property, that:

1. The Company shall keep the Leased Property in good order and condition and will make all necessary and appropriate repairs, replacements and renewals to the Leased Property, including, but not limited to, with respect to HVAC, roof, doors, glass, fire protection system, fiber and telecom cables, electrical system, plumbing system, lined detention pond, oil/water separators and all other systems serving the Leased Property, in all cases subject to Casualty and ordinary wear and tear;
2. The Company shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration, to remain on any part of the Leased Property or to be disposed of improperly;
3. The Company shall provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, ordinance or municipal, State or Federal regulation; and
4. The Company shall at all times maintain the Leased Property in accordance with all applicable codes of the City and the Airport Rules and Regulations, as both may be amended or otherwise modified from time to time.

7.07 Right to Enter, Inspect and Make Repairs.

A. The City and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Company's operations as is reasonably practicable) to enter upon the Leased Property for the following purposes:

1. With at least 24 hours notice, to inspect the Leased Property at reasonable intervals during regular business hours (or at any time and without any advanced notice in case of emergency) to determine whether the Company has complied and is complying with the terms and conditions of this Lease with respect to the Leased Property;
2. With at least 24 hours notice, to perform maintenance and make repairs and replacements in any case where the Company is obligated but has failed to do so, after the City has given the Company reasonable notice so to do, in which event the Company shall reimburse the City for the reasonable cost thereof promptly upon demand; and

3. In the proper exercise of the City's police power.

B. No such reasonable entry by or on behalf of the City upon the Leased Property shall cause or constitute a termination of the Lease or be deemed to constitute an interference with the possession thereof by the Company.

C. Within the final year of the Term, or any time before the early termination of this Lease, the City shall have the right, on reasonable notice to the Company, to show the Leased Property to prospective new FBO operators.

7.08 Purchases by Company.

Property, services, and materials (except as otherwise provided in this Lease) may be purchased or otherwise obtained by the Company from any person or corporation, subject to compliance with the Airport Rules and Regulations.

7.09 Casualty; Destruction of Premises.

If by reason of any cause, whether ordinary or extraordinary, foreseen, or unforeseen, the Leased Property, or any portion thereof, are damaged or destroyed (each such event, a "Casualty"), then (i) City shall have no duty to repair or restore any part of the Leased Property, unless such Casualty was caused by City, (ii) Rent and other charges shall abate proportionately to the extent of the damage or destruction, (iii) this Lease may be terminated by the Company if the Casualty renders the Leased Property untenable or substantially impaired for a period exceeding six (6) months, and (iv) Tenant shall promptly commence and complete with due diligence (subject to delays beyond its control), the restoration of the Leased Property to substantially the same condition, character, utility and value as existed prior to such Casualty (with alterations, at the Company's election, pursuant to Section 7.04 hereof). In the event of a Casualty, the Company shall be entitled to use or receive reimbursement from the proceeds of all property insurance policy or policies for the Leased Property and shall be obligated to provide any additional moneys necessary for such restoration, except as otherwise provided in Section 7.15 hereof.

7.10 Inconvenience During Construction.

The Company agrees that from time to time during the term of this Lease it will be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Company in its operations at the Airport. The Company agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by reason of inconvenience or discomfort as a result of such action and, for and in further consideration of the lease of the Leased Property, the Company waives any right to claim damages or other consideration for such inconvenience or

discomfort; provided however, the City shall use good faith efforts not to unreasonably disrupt or interfere with the operations of Company.

7.11 Loss or Damage to Company Property.

The City shall not be liable for any loss of Company Property or other property by theft or burglary at or from the Leased Property or for any damage to person or property on the Leased Property resulting from (i) airport operations during the term of this Lease including but not limited to operating electric lighting, (ii) wind, water, rain or snow, which may come into or issue or flow from any part of said Leased Property, or (iii) any pipes, plumbing, wiring, gas or sprinklers or (iv) any other cause whatsoever, and the Company hereby covenants and agrees to make no claim for any such loss or damage at any time.

7.12 Payment of Insurance Proceeds.

All insurance policies obtained pursuant to Section 6.02 hereof relating to property claims for the Leased Property shall provide for payment of the proceeds to the City and the Company, as their respective interests appear.

7.13 Failure of Company to Provide Insurance.

If at any time the Company shall fail or neglect to insure the Leased Property, or to deliver such certificates of insurance as aforesaid, after receipt of written notice thereof from the City, the City may obtain its own insurance policies for the Leased Property. The amount of the premium or premiums paid for such insurance by the City shall be payable by the Company to the City with the installment of rent thereafter next due under the terms of this Lease, with interest thereon at the rate of eighteen percent (18%) per annum from the date of payment of such premium or premiums by the City to the date of such reimbursement by the Company. The City shall not be limited in the proof of any damage which the City may claim against the Company arising out of or by reason of the Company's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by the Company and which would have been payable upon such insurance, but the City shall also be entitled to recover as damages for such breach the uninsured amount of any loss, damages, cost and expenses of suit suffered or incurred by reason of damage to, or destruction of, or liability appertaining to, the Leased Property occurring during any period when Company failed or neglected to provide the required insurance.

7.14 Notification of Loss and Compliance with Policies.

The Company shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by the Company, and the Company shall promptly notify the City of any property claim or loss under such insurance policies relating to the Leased Property that exceed \$1,500,000.

7.15 Company's Election Not to Restore Damaged Property.

In case of a Casualty not caused by City at all or any part of the Leased Property within the final three (3) years of the Term of this Lease, the Company may, within 90 days thereafter such Casualty, elect not to restore or replace the Leased Property. Within 180 days after the Company elects, not to restore or replace the Leased Property, the City may raze all or any portion of the Leased Property and may restore the Leased Property at the Company's expense as nearly as reasonably practicable to the value and condition thereof immediately prior to the commencement of the acquisition and construction of the Leased Property, and the Company shall be obligated to reimburse the City for the costs of such restoration, except to the extent any proceeds of insurance in excess of such requirements are available to defray such restoration costs.

7.16 Environmental.

A. Definitions.

1. **"Environmental Law"** means federal, state and local laws, ordinances, rules, regulations and common law related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, whether now in effect or hereinafter enacted, promulgated, modified or amended, and including the regulations promulgated thereunder.
2. **"Hazardous Materials"** means any "hazardous material," "hazardous substance," "hazardous waste," "toxic substance," "pollutant," "contaminant," "petroleum" and "natural gas liquids," as those terms are defined or used in Section 101 of CERCLA or any other federal, state or local law, statute, ordinance, rule or regulation applicable to the Leased Property, including any amendment of any of the foregoing, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos (whether encapsulated or not), urea formaldehyde, radioactive materials, and per-and polyfluoroalkyl substances.
3. **"Remediation"** or **"Remediate"** means any cleanup, response, removal, remedial, corrective or other action to clean up, detoxify, decontaminate, treat, contain, prevent, cure, mitigate or otherwise remedy any release, threatened release, spill, or discharge of Hazardous Materials, and any action to comply with any Environmental Law with respect to a release, threatened release, spill or discharge of Hazardous Materials.
4. **"Adverse Environmental Condition"** means any violation of Environmental Law or any release, threatened release, spill, or discharge of

contamination or hazardous materials on, at, under, from, or about the Leased Property.

B. The Company may store and use Hazardous Materials on and at the Leased Property for lawful purposes in accordance with all applicable current and future laws, including Environmental Laws, in the ordinary course of the Company's use of the Leased Property as set forth in this Lease.

C. Environmental Audits. With respect to the environmental condition of the Leased Property, within ninety (90) days before the expiration or earlier termination of the Lease, the Company shall obtain, at Company's sole cost, and provide the City with a copy of, a Phase I Environmental Site Assessment performed in accordance with the then-existing standard for Phase I environmental site assessments (the "**Company Phase I**"), prepared by an environmental consultant reasonably acceptable to the City and authorizing the City to rely on the Company Phase I. In the event the Company fails to obtain the Company Phase I, the City may obtain a Phase I Environmental Site Assessment, the cost of which shall be reimbursed by the Company within thirty (30) days of receipt from the City of the invoice(s) for the Phase I Environmental Site Assessment.

D. Remediation of Adverse Environmental Conditions.

1. The Company shall be responsible for any Adverse Environmental Conditions which occur during the Term; provided, however, that (i) the Company shall have no responsibility and liability for any contamination or Hazardous Materials which have migrated onto the Leased Property, except to the extent the off-site release was caused by the Company or the Company's officers, employees, contractors, subcontractors, or agents; (ii) the Company shall have no responsibility or liability to the extent such Adverse Environmental Condition was caused by the City, or its officers, employees, contractors, subcontractors, invitees, or agents (and therefore, the City shall be responsible to the extent it caused such Adverse Environmental Condition); and (iii) the Company shall have no responsibility or liability for any Adverse Environmental Condition that occurred prior to the commencement of the Term or after expiration of the Term, unless any such Adverse Environmental Condition occurring before or after the expiration of the Term was caused by the Company.
2. If there is any sudden or accidental release or threat of release of any Hazardous Materials at the Leased Property during the Term, then the Company shall (i) have the primary responsibility for making the appropriate initial reports to the applicable federal, state or local administrative agency with applicable authority over the adverse environmental condition (the "**Regulator**"), and (ii) have the primary responsibility for taking the appropriate emergency actions to respond to the release or threat of release, including stopping and containing such release or threatened release.

3. Conduct of Remediation by the Company of an Adverse Environmental Condition. The following provisions shall apply when the Company is required under this Lease and any applicable Environmental Law to Remediate an Adverse Environmental Condition. All of the work required to be performed by the Company under this Section shall be at the Company's sole cost and expense.

- a. The Company shall be primarily responsible for making any and all required reports to the Regulator. In the event the Company is no longer in possession of the Leased Property or no longer has access to the Airport, City shall be responsible for initial notification of any Adverse Environmental Condition to the Regulator.

- b. The Company will conduct the Remediation of any Adverse Environmental Condition in full compliance with all applicable Environmental Law, including when necessary, removal and proper disposal of contaminants and Hazardous Materials. Unless otherwise directed by a Regulator, the Company's Remediation shall restore the applicable contaminated soils and groundwater to non-residential cleanup standards or their equivalent or to the satisfaction of the Regulator through a No Further Action recommendation. The Company will cause all such Remediation to be performed by a fully certified and licensed contractor in full compliance with applicable local, state, and federal laws, regulations, and ordinances, including Airport Rules.

- c. The Company will cause all such Remediation, including the submittal of any required periodic reports to the Regulator, to be commenced and performed within a reasonable time and with reasonable due diligence, keeping in mind Company's business needs, until all legally applicable Remediation standards have been met and the Regulator has issued a "No Further Action Letter", or its reasonable equivalent, stating that no further Remediation is presently required under Environmental Law (a "**No Further Action Letter**").

- d. The Company shall provide the City with a copy of any environmental report prepared by the Company or its agents that is submitted to a Regulator within thirty (30) days after its submission.

- e. The Company shall provide the City with quarterly progress reports while there is any on-going Remediation being performed by the Company. The quarterly reports shall be submitted to the City on April 1, July 1, October 1, and January 5.

f. Within ten (10) days of receiving the No Further Action Letter (or its equivalent), the Company shall deliver a copy of the No Further Action Letter (or its equivalent) to the City. By no later than sixty (60) days (or if more than sixty (60) days is needed to perform such action, such reasonable time period as is necessary) after the Company's receipt of the No Further Action Letter (or its equivalent), the Company shall, at its sole cost and expense, restore the Leased Property and any other portion of the Airport impacted by the Remediation, to the condition that existed before the commencement of any Remediation, reasonable wear and tear excepted, by the Company to address the Adverse Environmental Condition.

g. In the event the Company is no longer in possession of the Leased Property, or no longer has access to the Airport as necessary to perform Remediation, then prior to entry onto the Leased Property or the Airport to conduct such Remediation, the Company shall provide seven (7) days prior written notice to the City, which notice shall include the identity of the entities and individuals who will require access and a description of the work to be performed. The Company agrees that, prior to accessing the Leased Property or Airport to undertake any Remediation, the Company shall provide or cause its contractors, agents, and consultants to provide the City with certificates of insurance demonstrating compliance with the insurance requirements set forth in *Exhibit M*.

4. The obligations set forth in Section 7.16.D shall survive the expiration or early termination of the Lease; however, such period shall not exceed the time periods set for in the applicable statute of limitations period.

PART VIII LIENS AND CLAIMS

8.01 Prompt Payment of Taxes and Fees.

The Company covenants and agrees to pay promptly all general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Leased Property, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Leased Property, and further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

8.02 Mechanic's and Materialmen's Liens.

The Company covenants and agrees not to permit any mechanic's or materialman's or any other lien to be imposed upon the Leased Property or the Airport by reason of any work or labor

performed or materials furnished by any mechanic or materialman (other than for work done or materials furnished under a contract to which the City is a party) for any work at the Leased Property.

8.03 Prompt Payment of Other Obligations.

The Company covenants and agrees to pay promptly when due, all bills, debts and obligations incurred by it in connection with its operation of the Leased Property, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Leased Property or the Airport which will in any way impair the rights of the City.

8.04 Right of Contest.

The Company shall have the right on giving the City prior notice to contest any such mechanic's, materialman's or any other lien or encumbrance, and the Company shall not, pending the termination of such contest, be obligated to pay, remove, or otherwise discharge such lien or claim, provided, however, that the contest, in the judgment of the City, will not affect the possession, use or control of the Leased Property.

8.05 Nonpayment During Contest.

If the Company shall in good faith proceed to contest any general tax, possessory interest charges, special assessment, excise, license fee, permit fee, or other public charge, or the validity thereof by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments, excises, fees, or other public charges, the Company shall not be required to pay, discharge, or remove any such tax, assessment, excise, fee, or other public charge so long as such proceeding is pending. The Company, not less than five days before any such tax, assessment, excise, fee, or other public charge shall become delinquent, shall give notice to the City of the Company's intention to contest its validity and provided further that the nonpayment, in the judgment of the City, will not affect the possession, use or control of the Leased Property. If such notice is given by the Company to the City and such contest is conducted in good faith by the Company, the City shall not, pending the termination of such legal proceedings, pay, remove, or discharge such tax, assessment, excise, fee, or other public charge.

PART IX EVENTS OF DEFAULT AND REMEDIES

9.01 Events of Default Defined.

A. The occurrence of any one or more of the events described in the following subsections (1) through (3) of this Section 9.01 shall constitute a **"default"** for all purposes of this Lease; and each such default shall constitute an **"Event of Default"** for all purposes of this Lease:

1. Failure by the Company to pay when due any Rent or any other payment required to be paid under this Lease, unless the Rent or other payments are

made within five (5) days from their due date. The Cure Period established in Section 9.01.A.2 below shall not apply to a default based upon the failure to pay Rent or any other payment required to be paid under this Lease.

2. Any breach by either Party of any representation, warranty, obligation, or covenant; provided, however, that the defaulting Party shall have thirty (30) days (the “**Cure Period**”), following its receipt of written notice specifying the breach, to correct the breach, unless (i) the non-defaulting Party agrees in writing to an extension of the Cure Period or (ii) if the breach cannot be fully corrected within the Cure Period, corrective action is instituted by the defaulting Party within the Cure Period and the defaulting Party is diligently pursuing the remedy.
3. The dissolution or liquidation of the Company; or the filing by the Company of a voluntary petition in bankruptcy; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Company; or the filing of a petition or answer proposing the entry of an order for relief against the Company under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the Company under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within ninety (90) days after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Company) of all or a substantial part of the property of the Company, and the failure of such a custodian to be discharged within ninety (90) days after such appointment; or the taking by such a custodian of possession of the Company or a substantial part of its property, and the failure of such taking to be discharged within ninety (90) days after such taking; or the Company’s consent to or acquiescence in such appointment or taking; or assignment by the Company for the benefit of its creditors; or the entry by the Company into an agreement of composition with its creditors.

9.02 Remedies on Default.

A. Whenever there is an Event of Default by the Company that is not corrected as set forth in Section 9.01, the City shall have the right, at its election, then or at any time thereafter, to exercise any one or more of the following remedies:

1. The City may terminate this Lease due to the Company’s default, effective at such time as may be specified by written notice to the Company, and demand (and, if such demand is refused, recover) possession of the Leased Property from the Company. The City shall, by written notice to the Company upon the occurrence and continuation of an uncured Event of Default, declare all Rentals payable under this Lease to be due and payable

immediately, and upon any such declaration the Rent and any other payments due to the City shall become and be immediately due and payable.

2. The City may reenter and take possession of the Leased Property or any part thereof due to the Company's default, without demand or notice, and repossess the same and expel the Company and any party claiming by, under or through the Company, and remove any Company Property using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Leased Property by the City shall be construed as an election by the City to terminate this Lease unless a written notice of such intention is given to the Company. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Lease unless such notice specifically so states. The City reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving the Company such written notice thirty (30) days in advance of such termination, in which event the Lease will terminate as specified in said notice. After recovering possession of the Leased Property, the City shall, in good faith, attempt to relet the Leased Property, or any part thereof, for such term and on such terms and conditions as the City, in its sole discretion, may determine. The City may make such repairs, alterations, or improvements as the City may consider appropriate to accomplish such reletting, and the Company shall reimburse the City upon demand for all costs and expenses, including attorneys' fees, which the City may incur in connection with such reletting. The City may collect and receive the rents for such reletting, but the City shall in no way be responsible or liable for any failure to relet the Leased Property, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding the City's recovery of possession of the Leased Property, the Company shall continue to pay all Rent and any other payments as set forth in this Lease; provided however, any rents or other amounts actually received by the City upon reletting of the Leased Property shall be credited toward the Company's obligations set forth herein. Upon the expiration or earlier termination of this Lease, the City shall refund to the Company any amount, without interest, by which the amounts paid by the Company, when added to the net amount, if any, recovered by the City through any reletting of the Leased Property, exceeds the amounts payable as Rent by the Company under this Lease. If, in connection with any reletting, the new lease term extends beyond the existing Term, or the premises covered thereby include other premises not part of the Leased Property, a fair apportionment of the rent received from such reletting of the Leased Property and the expenses incurred in connection therewith will be made in determining the net amount recovered from such reletting.

B. The City and the Company, as applicable, may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Lease.

9.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City or the Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Company to exercise any remedy reserved to it in this Part IX, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

PART X MISCELLANEOUS

10.01 No Personal Liability.

No councilman, director, officer, employee, or other agent of either party shall be personally liable under or in connection with this Lease.

10.02 Signs.

The Company agrees that no signs or advertising displays shall be painted on or erected in any manner upon the Leased Property without the prior written approval of the CEO. Signs identifying the Company or the Leased Property will conform to reasonable standards established by the CEO, with respect to type, size, design, and location. Subject to such limitations, the Company may paint or erect such sign or signs reasonably necessary to identify the Company or the Leased Property, or both.

10.03 Vending Machines.

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in upon the Leased Property except with the permission of the City and the number, type, kind, and locations thereof shall be solely in the discretion of the City. The Company shall not permit the installation of any such machines, except by a concessionaire authorized by the CEO and subject to and in accordance with the concessionaire's agreement with the City. The Company shall make no charge to the concessionaire for the privilege of installing or maintaining such machines (except that if the Company provides any electric current or water to the concessionaire a reasonable charge may be made to cover the cost of the electricity and water consumed), and all fees paid by the concessionaire for that privilege shall be the property of the City. If there is no concessionaire authorized by the City who is willing to install the number,

type and kind of machines desired by the Company, and the Company finds some other person who is willing and able so to do, then at the written request of the Company the CEO shall authorize such other person as a concessionaire to do so, provided that such other person shall enter into the City's usual concession agreement for that type of installation, and provided further that no existing contractual agreements of the City are violated thereby.

10.04 Security.

A. It is understood and agreed by the Company that in addition to the Company's responsibilities to maintain the Leased Property as provided herein, it shall take reasonable security precautions to maintain the Leased Property in a manner as to keep them secure from unauthorized intrusion and shall with respect to any area of the premises opening to an air operations area of the Airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such air operations area. The "**air operations area**" is defined to mean any area of the Airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An "**adequate security system**" is further defined as providing for security at a standard no less than required and set out in Transportation Security Administration (TSA) regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

B. It is further understood and agreed by the Company that at any time during the term hereof when requested in writing by the CEO, or her authorized representative, the Company shall submit to the CEO the security plans that are to be used and are being used by the Company on any or all of the Leased Property.

10.05 Use, Possession or Sale of Alcohol or Drugs.

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

10.06 City Smoking Policy.

The Company, together with its officers, agents, and employees, shall cooperate and comply with the provisions of Denver Executive Order 99, as amended from time to time, or a successor executive order, prohibiting smoking in all indoor buildings and facilities.

10.07 Patents and Trademarks.

The Company covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans to be used by it in its operations under this Lease.

10.08 Colorado Open Records Act.

A. The Company acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“CORA”), C.R.S. §§ 24-72-201 *et seq.*, and the Company agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Company asserts is confidential or otherwise exempt from disclosure. Any other provision of this Lease notwithstanding, all materials, records, and information provided by the Company to the City shall be considered confidential by the City only to the extent provided in CORA, and the Company agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Company of such request in order to give the Company the opportunity to object to the disclosure of any material the Company may consider confidential, proprietary, or otherwise exempt from disclosure. In the event the Company objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, the Company agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials the Company does not wish disclosed. The Company agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of the Company’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff.

10.09 Assignments and Subleases by Company.

The Company shall not assign or transfer its rights hereunder, in whole or in part, without the prior written consent of the CEO. Any attempts by the Company to assign or transfer its interests in this Lease, in whole or in part, without such prior written consent of the CEO shall, at the CEO’s discretion, terminate this Lease and all rights of the Company hereunder. The CEO’s consent may be granted or denied in the sole and absolute discretion of the CEO. In the event of any approved assignment or transfer of the interests of the Company in this Lease, the Company shall be released from the performance of all of the Company’s duties and obligations under the Lease, including primary liability for the payment of Rent and other payments owed the City under this Lease. The CEO’s approval of any sublease, assignment, or other transfer hereunder to any affiliate or subsidiary entity of the Company shall not be unreasonably withheld.

10.10 Examination of Records and Audits.

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, any pertinent books, documents, papers and records related to the Company’s performance pursuant to this Lease, provision of any goods or services

to the City, and any other transactions related to this Lease. The Company shall cooperate with City representatives and City representatives shall be granted reasonable access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

10.11 Third Parties.

This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties (excepting any successor to the Company or any parties to whom the Company may assign, transfer or sublease this Lease in accordance with Section 10.09 hereof, excepting any successor to or assignee of the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Company because of any breach hereof or because of any of the terms, covenants and conditions herein contained.

10.12 Binding Effect.

This Lease shall inure to the benefit of and shall be binding upon the City, the Company and their respective successors and assigns.

10.13 Execution in Counterparts.

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.14 Entire Agreement.

The parties acknowledge and agree that the provisions contained in this Lease constitute the entire agreement and understanding between the parties with respect to the subject matter thereof, and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. This Lease cannot be changed or terminated orally. No alterations, amendments, changes, or modification, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Lease.

10.15 Severability.

In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.16 Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by certified mail, postage prepaid, addressed as follows;

If to the City: Chief Executive Officer
City and County of Denver, Department of Aviation
Denver International Airport
AOB 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

If to the Company: Signature Flight Support LLC
13485 Veterans Way, Ste. 600
Orlando, FL 32827
Attn: Chief Legal Officer
Email Copy to: legalnotices@signatureaviation.com

The City and the Company may, by notice given hereunder, designate a different address to which subsequent notices, certificates or other communications shall be sent.

10.17 Further Assurances.

The Company and the City both agree that they shall, from time to time, execute and deliver such further instruments and take such further actions as may be reasonably required to carry out the purposes of this Lease.

10.18 Applicable Law.

This Lease shall be governed exclusively by and construed in accordance with the laws of the State of Colorado.

10.19 Dispute Resolution.

Any disputes arising under or related to this Lease shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in the D.R.M.C. Section 5-17. The Parties agree that the CEO's determination resulting from an administrative hearing shall be final, subject only to Company's right to appeal the determination under Colorado Rule of Civil Procedure 106.

10.20 Non-Discrimination.

A. The Company, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby agree as follows:

1. In connection with the performance of work under the Lease, the Company may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability.
2. As more fully set forth in *Appendix 1* attached to and incorporated into this Lease by reference, if facilities are constructed, maintained or otherwise operated on the Leased Property for purposes in which federal financial assistance is extended under a Department of Transportation program or activity, or for another purpose involving the provision of a similar service or benefit, the Company shall maintain and operate such facilities and services in compliance with all requirements of 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
3. The Company will in all of its operations and activities in and at the Airport comply with all requirements of the Air Carrier Access Act, 49 U.S.C. § 41705, and regulations implementing such Act at 14 C.F.R. Part 382, and the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and all regulations implementing such Act.

10.21 Compliance With Denver Wage Laws.

To the extent applicable to the Company's operations at the Leased Property as set forth in this Lease, the Company shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, the Company expressly acknowledges that the Company is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Company, or any other individual or entity acting subject to this Lease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

10.22 Lease Documents; Order of Precedence.

A. This Lease consists of Articles I through X which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Lease Documents"):

Appendix 1	Standard Federal Assurances
Exhibit A	Ground Description

Exhibit B	Current Facilities
Exhibit C	Proposed Facilities
Exhibit C-1	[Reserved for Future Aviation Fuel System Changes]
Exhibit D	Services and Activities at FBO
Exhibit E	Phasing Plan for Proposed Facilities – To Be Added When Completed by Company
Exhibit F	Construction Agreement – To Be Added When Executed by Company
Exhibit G	Design Agreement – To Be Added When Executed by Company
Exhibit H	Construction QA/QC Matrix
Exhibit I	Technical Specifications for Proposed Facilities – To Be Added When Executed by Company
Exhibit J	Form of Payment and Performance Bond for Construction of Proposed Facilities
Exhibit K	Construction Safety Plan
Exhibit L	Form of Letter Confirming Substantial Completion of Proposed Facilities
Exhibit M	Insurance Requirements
Exhibit N	Form of Company's Monthly Rent Statement

B. In the event of an irreconcilable conflict between a provision of Articles I through X and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Articles I through X hereof
Exhibit A
Exhibit B
Exhibit M
Exhibit D
Exhibit C
Exhibit J
Exhibit E
Exhibit K
Exhibit H
Exhibit I
Exhibit F
Exhibit G
Exhibit L
Exhibit N
Exhibit C-1

10.23 Fixed Base Operators, Airport Minimum Requirements.

The City shall update the DEN Rules, within six months of the Effective Date, to incorporate minimum standards that are substantially similar to the commitments and obligations set forth in this Agreement (i.e., capital commitment, facilities, lease term, required FBO services, etc.) to govern the development and operation of FBOs at DEN.

10.24 Condition; Final Approval.

This Lease is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City. The “**Effective Date**” of this Lease is the date set forth on the City’s signature page.

IN WITNESS WHEREOF, the City and the Company have caused this Lease to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202474715-00
SIGNATURE FLIGHT SUPPORT LLC

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202474715-00
SIGNATURE FLIGHT SUPPORT LLC

DocuSigned by:
Tony Lefebvre
DED2397EACEC4B1...

By: _____

Tony Lefebvre

Name: _____
(please print)

CEO

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

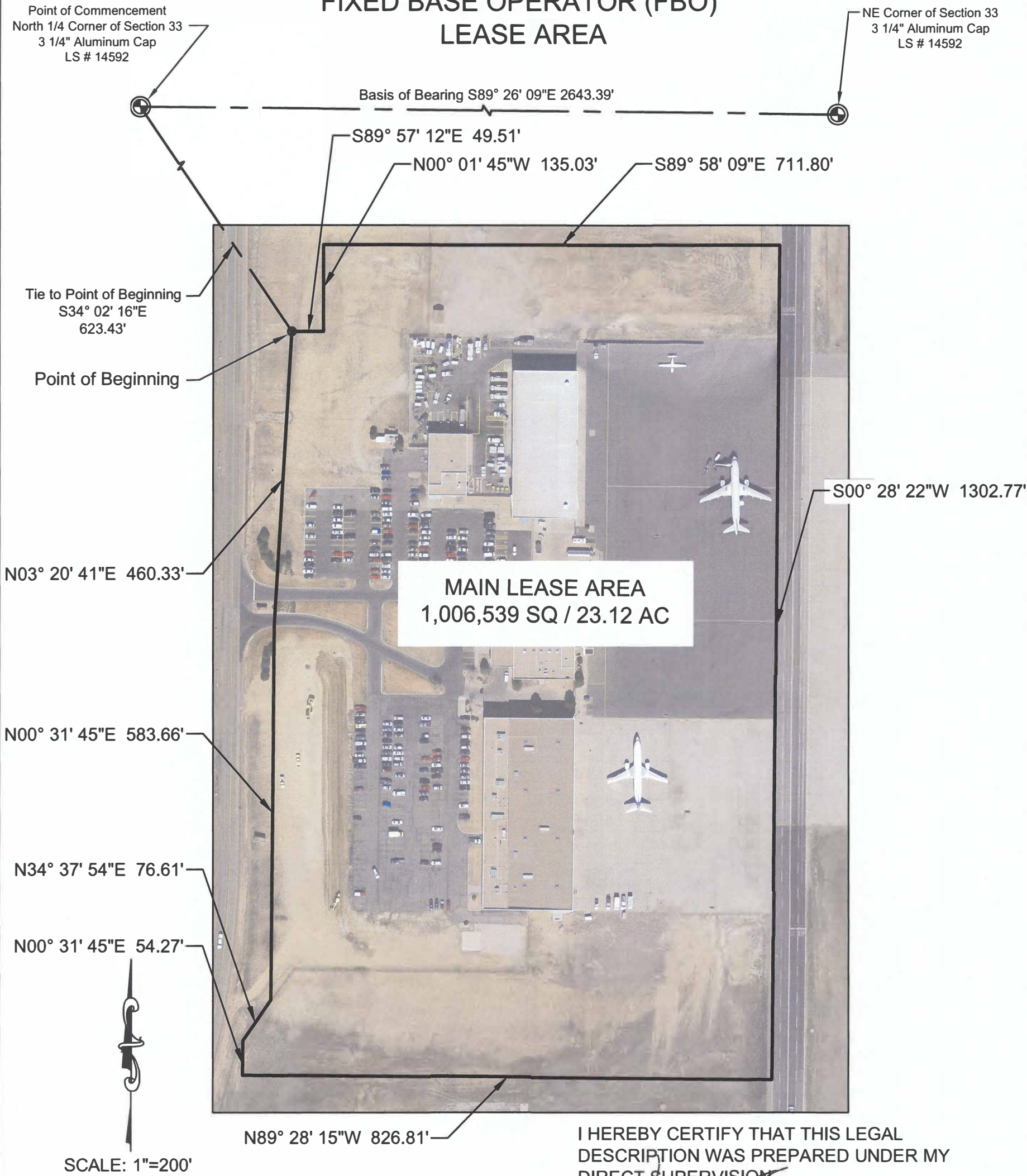
given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

EXHIBIT "A"
FIXED BASE OPERATOR (FBO)
LEASE AREA



Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Jeffrey C Scanniello
COLO. PLS# 36565



CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

REVISED		
NO.	DATE	NAME

Fixed Based Operater (FBO) Main Lease Area
Situatied in Section 33 Township 2 South, Range 65 West of the
6th Principal Meridian, City and County of Denver, State of
Colorado.

REQUESTED BY:
Airline and Commercial
Affairs

DATE
09/03/25

SCALE
1"=200'

DRAWN BY: JCS
FIELD BY: JCS/CB
CHECKED BY: CB

SHEET NO. 1
OF 2 SHEETS

DRAWING NO.

**EXHIBIT A
PARCEL DESCRIPTION
MAIN LEASE AREA for Fixed Based Operator (FOB)**

A parcel of land located in the North ½ of Section 33, Township 2 South, Range 65 West of the 6TH P.M., City and County of Denver, State of Colorado.

Basis of Bearings: Assuming the North Line of the Northeast ¼ of Section 33, Township 2 South, Range 65 West of the 6TH Principal Meridian, as monumented by a 3 1/4" Aluminum Cap marked "LS 14592" at the North 1/4 Corner of Section 33 and a 3 1/4" Aluminum Cap marked "LS 14592" at the Northeast Corner of Section 33 bearing S 89° 26' 09" E, 2643.39 feet with all bearings contained herein relative thereto, being particularly described as follows:

Commencing at the North 1/4 Corner of Section 33,
THENCE South 34°02'16" West, 623.43 feet to the Point of Beginning;

THENCE South 89°57'12" East, 49.51 feet to a point of non-tangency;

THENCE North 0°01'45" West, 135.03 feet to a point of non-tangency;

THENCE South 89°58'09" East, 711.80 feet to a point of non-tangency;

THENCE South 0°28'22" West, 1,302.77 feet to a point of non-tangency;

THENCE North 89°28'15" West, 826.81 feet to a point of non-tangency;

THENCE North 0°31'45" East, 54.27 feet to a point of non-tangency;

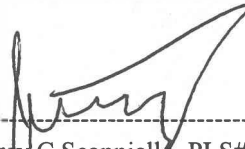
THENCE North 34°37'54" East, 76.61 feet to a point of non-tangency;

THENCE North 0°31'45" East, 583.66 feet to a point of non-tangency;

THENCE North 3°20'41" East, 460.33 feet to the Point of Beginning;

Containing 1006539 square feet or 23.12 acres more or less

This legal description was prepared by Jeffrey C. Scanniello, LS# 36565, for Denver International Airport Planning Department

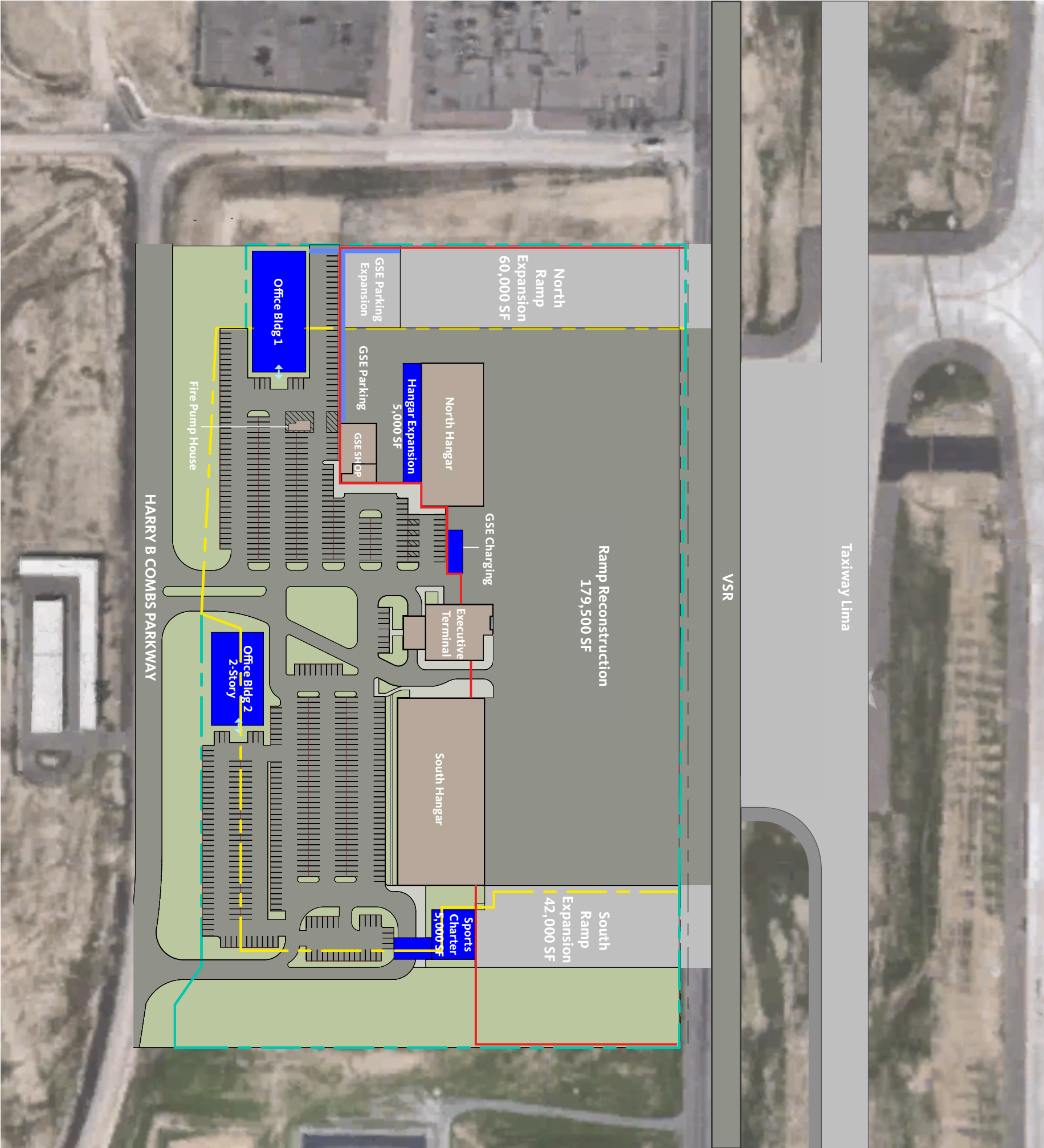


Jeffrey C Scanniello, PLS# 36565
Denver Airport Surveyor
September 3, 2025

EXHIBIT B – The facilities (the “Current Facilities”)



EXHIBIT C - PROPOSED FACILITIES



- New Lease Area
- Existing Lease Area
- Airside Line
- Screening for GSE Equipment Parking
- Parking & Ramps
- New Airside Expansion
- Existing Building
- New Building (Office Total Area: 42,400 sf)

EXHIBIT D

FBO OPERATIONS

I. Minimum Required Services

The FBO shall use the Premises, providing fully trained personnel to perform the services described herein.

A. Aircraft Handling, Maintenance, Fueling, and other Services

1. Conduct the parking, loading and unloading, ramp assistance, and ground movement of aircraft and persons in the conduct of FBO operations and services.
2. Provide "Follow Me" services (escorting aircraft in and out of ramp area) for all arriving and departing aircraft onto the FBO ramp.
3. Provide for the maintenance, storage, and servicing of aircraft, as well as the sale of aircraft parts and accessories, which will include the following maintenance services: airframe repair, engine repair, avionics - overhauling, rebuilding, repairing, inspection, and licensing of same, by FAA licensed and currently qualified mechanics and technicians.
4. Offer specialized aircraft repair services.
5. Provide (24/7) mobile aircraft fueling services that include 100LL (avgas), Jet A, and other fuels approved by DEN and sale of aviation lubricants.
6. When available, the FBO will also offer unleaded aviation gasoline (UL94 or equivalent) in addition to providing traditional 100LL, until such time that 100LL is phased out (FAA/Industry goal of 2030).
7. Provide de-icing services in compliance with DEN environmental and operational requirements.
8. Provide aircraft ground power, catering, cleaning, oxygen, and compressed air services.
9. Respond to and clean up any fuel spills and have a fuel spill cleanup plan that meets the requirements of DEN, State, and Federal guidelines.
10. Provide lavatory and potable water services.

B. General Aviation and Corporate Services

1. Provide first-class customer service and maintain facilities and equipment in a safe, clean, and orderly manner at all times.

2. Buying and selling new and/or used aircraft, aircraft parts, and aviation equipment.
3. Providing aircraft charter services with both fixed and rotary-wing aircraft.
4. Providing the sale of aviation products and merchandise incidental to general aviation operations.
5. Providing hangar and tie-down storage facilities for general and corporate aviation aircraft.
6. Providing a restaurant and catering service to fully meet the needs of FBO's clientele.
7. Provide pilot flight planning and weather briefing services with pilot lounge.
8. Provide transportation services between the aircraft and FBO terminal.
9. Provide transportation services between the FBO terminal and DEN terminals.
10. Provide a passenger lounge and appropriate amenities for their clientele.
11. Provide sublease options for tenants, if desired by the Proposer.

C. Special Events and VIP Services

1. Provide secure and safe locations for arriving and departing VIPs and other Special Events.
2. Provide exceptional food and beverages options for passengers and flight crews operating from the FBO.
3. Provide concierge services.
4. Ensure full coordination of all special/VIP activities with DEN Operations and Security.

D. Emergency/Special Operations Services

1. Provide (24/7) response services to disabled aircraft on the DEN Air Operations Area (AOA), including towing or transporting of disabled aircraft, all upon request by DEN.
2. The FBO will assist DEN, upon request by DEN, during periods of emergency support situations that include but are not limited to: National Disaster Medical System, Federal Emergency Management Agency, State and Local responses. This support includes the use of personnel, equipment,

ramp space, and the use of any other available resources at the FBO that may be needed to meet the needs of the emergency response effort.

3. The FBO will assist DEN, upon request by DEN, in governmental agency support situations that include but are not limited to: supporting local, state, or federal law enforcement agencies, supporting United States Forest Service (USFS) operations, or any other similar official entity. This support includes the use of personnel, equipment, ramp space, and the use of any other available resources at the FBO that may be needed to meet the needs of the situation.
4. When requested by DEN, the FBO shall make reasonable accommodations to support DEN sponsored airport/community events, by providing access to and use of certain leased areas.

E. Fees and Fee Collection Services

1. The Successful Proposer shall collect fees and other revenue from FBO users as described in the Lease.
2. In addition to the rental rates, fees and charges established in the Lease during the RFP process, the successful Proposer shall pay for other common use facilities, equipment, services, security, and maintenance utilized by the Company.

F. Non-Exclusive Use

1. The Successful Proposer will have a non-exclusive FBO Lease and the non-exclusive right to use the landing areas, taxiways, ramp areas, and other common facilities at DEN.

G. Other Services and Customer Amenities from Company's RFP Proposal

1. Airstairs
2. Baggage carts
3. Borrowable crew cars
4. Bottled water
5. Cargo handling
6. Coffee and Tea
7. Complimentary magazines and toiletries
8. Crew rest lounge

9. Dishwashing
10. Engine air start equipment
11. Flight planning computers
12. Fuel system icing inhibitor
13. High speed Wi-Fi
14. Hotel and rental car arrangements (concierge)
15. International garbage disposal
16. Large conference room
17. Long-term aircraft parking
18. Lubricants
19. Newspapers
20. Nitrogen service
21. Rental car parking
22. Restaurant
23. Restrooms
24. Satellite TV
25. Snacks and refreshments
26. Sports charter handling
27. Vacuuming
28. Waste removal (trash/lavatory)

EXHIBIT E
[RESERVED]

EXHIBIT F
[RESERVED]

EXHIBIT G
[RESERVED]

Centrex

Quality Assurance Plan

Updated 7.30.25

Project: _____

Project Manager: _____

Superintendent: _____

Date: _____

Section Title

- 1. Purpose/Mission**
- 2. Responsibilities & Duties Organizational Chart**
- 3. Quality Assurance Filing System**
- 4. Submittal Review Procedures**
- 5. Quality Assurance Procedures**

Section 1 Purpose and Mission

Centrex has established this Quality Assurance Plan as part of our proactive effort to fully meet the project requirements and maintain the highest degrees of workmanship and reliability in the finished product. It will function as a tool to manage the strict quality standards that Centrex demands, the client expects, and the jurisdiction requires. The intent of this QA Plan is to provide procedures for monitoring activities that affect the quality imposed by the Contract Documents and applicable regulations.

Implementation of this program on this project is the responsibility of the Centrex Project Superintendent and the designated subcontractor competent persons, who have the authority to identify quality control problems and provide corrective solutions to the problems, including the removal & replacement and/or remedy of defective work. All personnel involved in the project will be required to be familiar with this QA Plan and respect the responsibility and authority delegated to these individuals designated to implement it.

Section 2 Responsibilities and Duties

Responsibilities

Quality is the responsibility of all team members on this Project; however, specific individuals and company representatives have obligations to maintain the quality of the work and ensure compliance with the QA Plan.

Centex: Centrex has the responsibility for ensuring that the project is completed in conformance with the project documents and all jurisdictional code requirements.

Method for tracking the following will be via Procore Project Management and will be shared with stakeholders.

Individual Centrex staff responsibilities:

I. Quality Assurance Manager, shall:

- A. Aid in coordination and execution of QA Plan.
- B. Administer subcontractor pre-installation conferences.
- C. Administer project closeout and owner in-service Training.
- D. Assist the Superintendents and Project Managers as time and qualifications permit, including complete delegation of their tasks.
- E. Assist with the administration of the overall QA Plan.
- F. Conduct periodic on-site inspections to ensure compliance of the QA Plan.

II. Project Superintendent, shall:

- A. Monitor all work in progress.
- B. Be responsible for all areas of the building.
- C. Enforce requirements of contract documents.
- D. Coordinate/Conduct Agency, Third Party Inspectors and A/E inspections.
- E. Administer QA Inspections.

III. Project Engineers, shall:

- A. Review and process submittals, shop drawings and samples.
- B. Procure samples and mockups.
- C. Assist superintendent with administration of QA Plan.
- D. Facilitate subcontractor pre-installation conferences.
- E. Develop inspection checklists.
- F. Facilitate document control process.

III. Subcontractors, shall:

- A. Review, understand, and construct in accordance with the contract documents.
- B. Submit shop drawings, product data, schedules, and samples as specified.

- C. Build any required mock-up of assemblies within
- A. Furnish and install only approved materials and in accordance with manufacturers recommendations.
- B. Provide a competent person to regularly inspect and ensure the quality of work in place.
- C. Correct any deficiencies, in an acceptable and timely manner.

Section 3 Quality Assurance Filing System

The purpose of this QA Filing System is to maintain a complete and accessible record of inspection reports, observations, punch lists, responses, and corrective actions on this project. The following list contains the files Centrex shall maintain, as applicable:

- A. Testing laboratory inspections: (i.e., Civil, Concrete, AC, Steel, Test Reports, etc.)
- B. Quality control checklists
- C. Subcontractor pre-installation conference meeting minutes
- D. Wall and ceiling pre-cover inspections
- E. Centrex internal punch lists
- F. Architect/Engineer punch lists
- G. Architect's observation reports and responses
- H. Engineer's observation reports and responses
- I. Local and state agency inspection reports with responses

The competent person(s) are responsible for maintaining the files and inserting report responses with the appropriate observation reports as they are received.

Section 4 Submittal Review Procedures

Submittals will be made in accordance with the Project Requirements and Specifications. The project schedule will be used as appropriate to track appropriate dates for submittal, approval, and delivery.

All submittals, shop drawings, catalog cuts, samples, etc., unless otherwise specifically noted, will be reviewed by the subcontractor/supplier and Centrex for accuracy and conformity to the Project Documents. Copies of submittals will be sent to the Design Team for review.

The cover sheet of each submittal shall be stamped with the reviewer's stamp. The approval stamp shall read: (SEE ATTACHED EXAMPLE)

Centrex will maintain an up-to-date submittal register showing the status of all contractually required submittals. Centrex will provide a monthly copy of the submittal record at the client's request.

☐ REVIEWED	
☐ FURNISH AS CORRECTED	
☐ REVISE AND RESUBMIT	
☐ REJECTED	
☐ FOR INFORMATION ONLY	
Subcontractors/Vendors are entirely responsible for the performance of their product(s). Corrections or comments made on the shop drawings during this review do not relieve the subcontractor / vendor from compliance with the requirements of the drawings and specifications. Any action shown is subject to the requirements of the plans and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents.	
BY	DATE

Section 5 Quality Assurance Procedures

Project Team is responsible for the proper filing of all necessary quality assurance/control reports, shop drawings, inspections, corrections, final letters etc.

Each Subcontractor, through their designated competent person, shall inspect all their work to ensure conformity with the contract documents. In addition to the normal field inspection requirements, certain special inspections as required will be the responsibility of the appropriate subcontractor. A Centrex representative will facilitate any additional inspections, as necessary. Full documentation will be provided as the project progresses as well as part of the close-out documents.

QA PROCEDURES & TIMING

1. **Pre-Job Conference/Orientation** (Timing: upon mobilization) Before starting work, Centrex will conduct a mandatory meeting with the Subcontractors to clarify the project guidelines and expectations. Attendance of this meeting is mandatory and will include a qualified representative from each subcontractor along with key Centrex personnel. During this meeting, Centrex will review the Quality Assurance plan to ensure that all parties understand their roles and responsibilities with respect to each procedure. QA checklists, forms, or reports to be used over the course of the project will be discussed and instructions on use and filing will be covered.
2. **Pre – Installation Meeting** (Timing: Before specific scopes of work begin) These meetings will be held after all required plans, documents, and materials have been approved for applicable scopes of work. The meeting will be held by the superintendent and shall include a review of the contract drawings, applicable specifications, approved design drawings, approved shop drawings, and other applicable data.
 - a. The intent of the meeting is to: (1) Ensure that only materials and equipment that comply with the contract documents and have been previously approved are being used. (2) Verify that required testing and inspections will be provided and scheduled accordingly. (3) Review the appropriate detailing and installation instructions. (4) Review safety requirements and AHJ's requirements (if applicable). (5) Establish construction tolerances and workmanship standards for that segment of the work.
 - b. Attendance is mandatory for the subcontractor's personnel responsible for the installations. Meeting minutes will be kept by Centrex's Project Engineer.
3. **Initial Inspection** This inspection will occur shortly after each category of work begins to provide early detection of deficiencies regarding quality of workmanship, material acceptance, contract compliance, and installation technique. This inspection is conducted by the Superintendent and is performed as soon as a representative portion of a particular segment of work is in place or being performed.

Critical initial inspections will be identified in the final project schedule. Typically, these include:

- a. Concrete foundation and slab on grade preparation
 - b. Concrete foundation and slab on grade finishing
 - c. Building envelope assemblies
 - d. Metal stud framing
 - e. Hangar door installation
 - f. Drywall finish
 - g. Electrical rough-in
 - h. Mechanical rough-in
 - i. Plumbing rough-in
4. **Subcontractor Daily Inspections** (Timing: Daily) Subcontractor daily Inspections are intended to ensure that the desired level of quality for the project is achieved on an ongoing basis and to avoid deficiencies or mistakes prior to a formal inspection.
5. **Special Process Control** (Timing: Periodic and ongoing) Special Process Control inspections take place for the specific installations that require additional scrutiny based on the complexity and detail of the installation. As veteran aviation experts we understand that there are certain systems in an aviation development, such as hangar doors, floor coating and fire protection, that demand our careful and continuous attention.
6. **Final Inspection** (Timing: At the end of the project or project phase) Final inspections are the last opportunity to ensure that the building or project phase is ready for a final inspection by the design team and client, prior to turn-over. Director of QA & Safety will be on site frequently during the last 6-8 weeks of construction. Centrex intentionally increases staffing devoted to the project for the last 6-8 weeks of the project to ensure timely and comprehensive punch list completion. Director of QA takes over ownership of all projects during and after the punch list and will be Centrex's primary contact following building turn-over.

EXHIBIT I
[RESERVED]

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (“Principal”), and _____, Surety herein, a corporation duly organized under the laws of the State of _____ and authorized to issue surety bonds in the State of Colorado, are held and firmly bound unto **SIGNATURE FLIGHT SUPPORT LLC, DBA SIGNATURE AVIATION** (“Company” and/or “Obligee”) in the sum of _____ DOLLARS (\$____.00) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain _____ Agreement, hereinafter referred to as the “Contract,” with Company dated the ____ day of _____, 2025, for pre-construction and construction services related to the Company’s Fixed Based Operator Facility (“FBO”) project at the Denver International Airport, Denver, Colorado (the “Project”); and

WHEREAS, the CITY AND COUNTY OF DENVER (“City”) is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the City’s DEPARTMENT OF AVIATION (“DDOA”) manages the Denver International Airport; and

WHEREAS, pursuant to that certain Lease Agreement dated _____, 2025, City Contract No. 202474715 (the “Lease”) by and among the City and Company, Company is responsible for the construction of the Project;

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal (a) shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents, and (b) shall fully indemnify and save harmless Obligee from all costs and damage which Obligee may suffer by reason of Principal’s default, and (c) shall reimburse and repay Obligee all outlay and expense which Obligee may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Contract, Obligee, having performed Obligee’s obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof.

The term “balance of the contract price” as used in this paragraph shall mean total amount payable by Obligee to Principal under, the Contract and any amendment; thereto, less the amount properly paid by Obligee to Principal.

Surety, for value received, stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of the laws of the State of Colorado. If any legal action be filed upon this Bond, exclusive venue shall lie in Denver County, State of Colorado.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this ____ day of _____ 2025.

Principal:

By:
Its:

Surety:

By:
Its:

[Attach Power of Attorney for Surety’s Attorney-in-Fact]

Approved:

**SIGNATURE FLIGHT SUPPORT LLC, DBA
SIGNATURE AVIATION**

By:
Its:

Bond No.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, (“Principal”), and _____, Surety herein, a corporation duly organized under the laws of the State of ___, and authorized to issue surety bonds in the State of Colorado, are held and firmly bound unto **SIGNATURE FLIGHT SUPPORT LLC, DBA SIGNATURE AVIATION** (“Company” and/or “Obligee”) in the sum of _____ DOLLARS (\$_____.00) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain _____ Agreement, hereinafter referred to as the “Contract,” with Company dated the ____ day of ____ 2025, for pre-construction and construction services related to the Company’s Fixed Based Operator Facility (“FBO”) project at the Denver International Airport, Denver, Colorado (the “Project”); and

WHEREAS, the CITY AND COUNTY OF DENVER (“City”) is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the City’s DEPARTMENT OF AVIATION (“DDOA”) manages the Denver International Airport; and

WHEREAS, pursuant to that certain Lease Agreement dated _____, 2025, City Contract No. 202474715 (the “Lease”) by and among the City and Company, Company is responsible for the construction of the Project;

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall make payments of all amounts lawfully due to all persons supplying or furnishing Principal or Principal's subcontractors with labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment, or other supplies performed, used or consumed in the prosecution of the work provided for under the Contract and duly authorized normal and usual extras thereto, and, further, that Principal indemnifies and saves harmless Company, City, and DDOA to the extent of any payments in connection with the carrying out of any such Contract which they may be required to make under the law, then this obligation shall be void; otherwise to remain in full force and effect.

Principal and Surety further warrant that if Principal fails to pay any person who supplies laborers, rental machinery, tools, or equipment, all amounts due as the result of the use of such laborers, machinery, tools, or equipment, in the prosecution of the Work under the Contract, Surety will pay the same in an amount not exceeding the penal sum specified herein together with interest at the rate of eight percent (8%) per annum.

Provided, however, that Company, City, and DDOA, having required Principal to furnish this Bond in order to comply with the provisions of COLO. REV. STAT. §§38-26-106 and 38-24-101, *et seq.*, as applicable, all rights and remedies under this Bond shall be accordance with the provisions, conditions, and limitations of said statutes to the same extent as if they were copied at length herein.

This Bond is given pursuant to the provisions of the law of the State of Colorado. If any legal action be filed upon this Bond, exclusive venue shall lie in Denver County, State of Colorado.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this _____ day of _____ 2025.

Principal:

By:

Its:

Surety:

By:

Its:

[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

**SIGNATURE FLIGHT SUPPORT LLC, DBA
SIGNATURE AVIATION**

By:

Its:

Bond No. _____

**JOINT OBLIGEE RIDER
TO PERFORMANCE BOND AND PAYMENT BOND**

WHEREAS, _____, has entered into that certain ____ Agreement, hereinafter referred to as the “Contract”, with **SIGNATURE FLIGHT SUPPORT LLC, DBA SIGNATURE AVIATION** (“Company” and/or “Obligee”) dated the _____ day of __2025 for pre-construction and construction services related related to the Company’s Fixed Based Operator Facility (“FBO”) project at the Denver International Airport, Denver, Colorado (the "Project"); and

WHEREAS, _____, as Principal, and _____ as Surety (hereinafter referred to as “Surety”), made, executed, and delivered to Company, as Obligee, their joint and several Performance Bond and a Payment Bond (collectively, the “Bonds”); and

WHEREAS, the CITY AND COUNTY OF DENVER (“City”) is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the City’s DEPARTMENT OF AVIATION (“DDOA”) manages the Denver International Airport; and

WHEREAS, pursuant to that certain Lease Agreement dated _____, 2025, City Contract No. 202474715 (the “Lease”) by and among the City and Company, Company is responsible for the construction of the Project; and

WHEREAS, City and DDOA have requested Principal and its Surety to join with Company in execution and delivery of this Rider, and they have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows: The bonds as aforesaid shall be and it is hereby amended as follows:

1. The City and DDOA are hereby added to the Bonds as Joint Obligees (the “Governmental Obligees”).
2. The aggregate liability of the Surety under said Bonds to Obligee and the Governmental Obligees, as their interests may appear, is limited to the penal sums of the Bonds.
3. Surety's obligation to perform hereunder is included within its obligations under the Bonds to which this rider is attached; provided that such obligation shall be conditioned on Governmental Obligees having performed as required under the Agreement and, provided further, that such obligation shall be without regard for Obligee’s compliance under the Contract.
4. All rights and remedies under the Bonds with regard to the Governmental Obligees shall be determined in accordance with the provisions, conditions, and limitations of the laws of the

State of Colorado.

5. Except as herein modified, said Bonds shall be and remain in full force and effect.
6. No right of action shall accrue hereunder to or for the use of any person, firm, or corporation other than Company and the Governmental Obligees named herein.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this _____ day of _____, 2025.

Principal:

By:
Its:

Surety:

By:
Its:

[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

**SIGNATURE FLIGHT SUPPORT LLC, DBA
SIGNATURE AVIATION**

By:
Its:

THE CITY AND COUNTY OF DENVER

By: ____
Its: Mayor

By: ____
Its: CEO, Department of Aviation

Approved As To Form:
_____, Attorney for the City and County of Denver

By: ____
David Steinberger, Senior Assistant City Attorney

Exhibit K



STATE OF Colorado ACCIDENT PREVENTION PROGRAM

For: Centrex Construction Inc.

TABLE OF CONTENTS

Subject	Page
Introduction	3
General Instructions	4
Sample Company Safety Policy Letter	5
Responsibilities	6
Safety Disciplinary Policy	8
Procedure for Reporting Injury or Illness on the Job	9
Basic Rules for Accident Investigation	10
Safety Bulletin Board Information	11
First Aid Training, Kits and Posters	12
First Aid Procedures in Construction	13
Work Crew Safety Meetings	14
Construction Safety Meeting Topic Suggestions	15
How to Hold a Good Safety Meeting	16
Walk-around Safety Inspections	17
General Safety Rules for Construction	18
Ladder Safety Rules	20
Fall Protection Safety Rules	23
Trenching and Excavating	24
Scaffold Safety Rules	25
Motorized Vehicles and Equipment	26
Material Handling Safety Guidelines	27
Lockout/Tagout Checklist	31
Welding and Cutting Safety Rules	33
Hazard Communication Program	38
Respirator Program	39
Hearing Conservation Program	40
Heat Stress (Heat Illness)	41
Confined Space	44
Appendixes:	
Employee Orientation Checklist	A-1
Employee's Report of Injury Form	B-1
Incident Investigation Report Form	C-1
Crew Leader Safety Meeting Form	D-1
Safety Meeting Notice	E-1
Fall Protection Work Plan – Sample One	F 1-6
Fall Protection Work Plan – Sample Two	G 1-6
Fall Protection Training Guide for Employees	H 1-8
Construction Self-inspection Guide	I-1
Safety and Health Inspection Checklist – Sample One	J 1-2
Safety and Health Inspection Checklist – Sample Two	K 1-7
Equipment Safety Inspection Checklist	L-1
Job Safety Analysis Worksheet	M-1

GENERAL INSTRUCTIONS

A. Overview

Industrial injuries create a no-win situation for everyone involved. Employees experience pain, suffering and incapacitation while the company suffers from the loss of the injured person's contributions. This document is designed to assist all personnel in assuring that such an undesirable situation will not develop in this company. It provides information and guidance for the establishment and maintenance of an injury-free work environment.

B. Procedures

This document contains guidance for safety procedures to be followed and forms to be used. Supervisors are expected to integrate the procedures into the appropriate work activity and employees are expected to apply them on the job. The sample forms are to be used if they apply to the job concerned.

C. Dissemination

A copy of this statement will be issued to all supervisory and management personnel. A copy of the policy statement will be posted on company safety and health bulletin boards and at the following locations:

Centrex Construction Inc.
8250 SW Hunziker Rd
Tigard, Oregon 97223

D. Regulations

A copy of the following documents will be maintained on each job site:

1. Chapter 155, Construction Safety Standards from the Division of Industrial Safety and Health, The State Of Colorado Department of Labor and Industries.
2. Our customized copy of this Accident Prevention Program.

COMPANY POLICY LETTER

SAFETY AND HEALTH POLICY FOR Centrex Construction Inc.

The purpose of this policy is to develop a high standard of safety throughout all operations of Centrex Construction Inc, and to ensure that no employee is required to work under any conditions, which are hazardous or unsanitary.

We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it will be given top priority at all times.

It is our intention here at **Centrex Construction Inc.** to initiate and maintain complete accident prevention and safety training programs. Each individual from top management to the working person is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of our employees.

Signed, Michael D Hessemer / Safety Officer

RESPONSIBILITIES

Responsibilities for safety and health include the establishment and maintenance of an effective communication system among workers, supervisors and management officials. To this end, all personnel are responsible to assure that their messages are received and understood by the intended receiver. Specific safety and health responsibilities for company personnel are as follows:

A. Management Officials

Active participation in and support of safety and health programs is essential. Management officials will display their interest in safety and health matters at every opportunity. At least one manager (as designated) will participate in the safety and health committee meetings, incident investigations and inspections. Each manager will establish realistic goals for implementing instructions for meeting the goals. Goals and implementing instructions shall be within the framework established by this document. Incentives will be included as part of the instructions.

B. Supervisors

The safety and health of the employees they supervise is the primary responsibility of the supervisors. To accomplish this obligation, supervisors will:

1. Assure that all safety and health rules, regulations, policies and procedures are understood and observed.
2. Require the proper care and use of all required personal protective equipment.
3. Identify and eliminate job hazards quickly through job safety analysis procedures. (See the sample Job Safety Analysis form attached to this document.)
4. Inform and train employees on the hazardous chemicals and/or procedures they may encounter under normal working conditions or during an emergency situation. (See the sample hazard communication program.)
5. Receive and take initial action on employee suggestions, awards or disciplinary measures.
6. Conduct crew/leader meetings the first five minutes of each work shift to discuss safety and health matters and work plans for the workday.
7. Conduct walk-around safety inspections at the beginning of each job, and at least weekly thereafter.
8. Train employees (new and experienced) in the safe and efficient methods of accomplishing each job or task as necessary.
9. Review injury trends and establish prevention measures.
10. Attend safety meetings and actively participate in the proceedings.
11. Participate in incident investigations and inspections.
12. Promote employee participation in the safety and health program.
13. Actively follow the progress of injured workers and display an interest in their rapid recovery and return to work.

C. Employees

Observe the items of responsibility established in this document as well as job safety rules which may apply to specific task assignment

Safety Agreement-

I have been shown the location of the first aid kit emergency telephone numbers and fire extinguisher.

I have received instruction in the use of the fire extinguisher, safety goggles, hard hat, and other equipment particular to my trade.

I have been issued a hard hat and will use it at all times when working on the job site.

I have received a copy of the job site accident prevention program; I have read it, I understand it, and will comply with each and every provision.

In case of injury-I will report it to the superintendent, or foreman

I will report any unsafe conditions to the superintendent or foreman

I will wear sturdy work boots that will protect my feet and ankles.

I will wear work gloves as necessary for hand protection for work performed

I will dress in clothing appropriate for construction safety (i.e., jeans, shirts that protect limbs as necessary for work performed.

Employee: _____

Project Name: _____

Signed: _____

Date: _____

Safety Disciplinary Policy

Centrex Construction Inc. believes that a safety and health Accident Prevention Program is unenforceable without some type of disciplinary policy. Our company believes that to maintain a safe and healthful workplace, the employees must be cognizant and aware of all company, State, and Federal safety and health regulations as they apply to the specific job duties required. The following disciplinary policy is in effect and will be applied to all safety and health violations.

The following steps will be followed unless the seriousness of the violation would dictate going directly to Step 2 or Step 3.

Centrex Construction Inc.

1. A first time violation will be discussed orally between company supervision and the employee. This will be done as soon as possible.
2. A second time offense will be followed up in written form and a copy of this written documentation will be entered into the employee's personnel folder.
3. A third time violation may result in time off or possible termination, depending on the seriousness of the violation.

(Customize this page by adding any additional disciplinary actions and deleting those that may not apply to your company.)

Procedure for Injury or Illness on the Job

A. Owner or lead person immediately takes charge

1. Supervise and administer first aid as you wish (Good Samaritan Law applies).
2. Arrange for transportation (ambulance, helicopter, company vehicle, etc.), depending on the seriousness of the injury. Protect the injured person from further injury.
3. Notify the owner or top management, if not already present.
4. Do not move anything unless necessary, pending investigation of the incident.
5. Accompany or take injured person(s) to doctor, hospital, home etc. (depending on the extent of injuries).
6. Take the injured person to the family doctor, if available.
7. Remain with the injured person until relieved by other authorized persons (manager, EMT, doctor, etc.).
8. When the injured person's immediate family is known, the owner or supervisor should properly notify family members, preferable in person, or have an appropriate person do so.

B. Documentation

1. Minor injuries – requiring doctor or outpatient care: After the emergency actions following an injury, an investigation of the incident will be conducted by the immediate supervisor and any witness to determine the causes. The findings must be documented on our investigation form.
2. Major injuries – fatality or one or more hospitalizations: Top management must see that the Department of Labor and Industries is notified as soon as possible, but at least within 8 hours of the incident. Call or contact in person the nearest office of the Department or call the OSHA toll free central number (1-800-321-6742). Top management will then assist the Department in the investigation.
3. The findings must be documented on our incident investigation report form and recorded on the OSHA 300 log, if applicable. (Sample incident investigation report form included in this document.)

C. Near Misses

1. All near-miss incidents (close calls) must be investigated.
2. Document the finding on the company incident investigation report form.
3. Review the findings at the monthly safety meetings or sooner if the situation warrants.

Basic Rules for Accident Investigation

- The purpose of an investigation is to find the cause of an incident and prevent future occurrences, not to fix blame. An unbiased approach is necessary to obtain objective findings.
- Visit the incident scene as soon as possible – while facts are fresh and before witnesses forget important details.
- If possible, interview the injured worker at the scene of the incident and “walk” him or her through a re-enactment. Be careful not to actually repeat the act that caused the injury.
- All interviews should be conducted as privately as possible. Interview witnesses one at a time. Talk with anyone who has knowledge of the incident, even if they did not actually witness the mishap.
- Consider taking the signed statements in cases where facts are unclear or there is an element of controversy.
- Graphically document details of the incident: area, tools, and equipment. Use sketches, diagrams, and photos as needed, and take measurements when appropriate.
- Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the incident itself (unsafe equipment/condition, unsafe act, etc), not just the injury.
- How will you prevent such incidents in the future? Every investigation should include an action plan.
- If a third party or defective product contributed to the incident, save any evidence. It could be critical to the recovery of the claim costs.

Use Incident Investigation Report Form – Appendix C-1 to write up accident investigation report.

SAFETY BULLETIN BOARD

- A. Purpose: To increase employee's safety awareness and convey the company's safety message. If a proper place can be found for a bulletin board, this is a good tool.
- B. The following items are required to be posted:
1. Industrial Insurance poster (required)
 2. Wage and hour laws (required)
 3. Citation and Notice (as appropriate)
If a Citation and Notice is received, it must be posted until all violations are abated.
 5. Emergency Telephone Number Posted (required)
 6. OSHA 300 Summary posted at the Centrex office located at, 8250 SW Hunziker Street Tigard, Oregon 97223. (required February 1 thru April 30 of each year)
- C. Other information
1. Safety and health posters
 2. Minutes of crew/leader safety meetings
 3. Date, time, and place of next safety meeting
 4. Information about any recent incidents
 5. Safety awards/employee recognition
 6. Hazard communication information
 7. Pertinent safety concerns, news clippings and other off-the-job items that may be of significant importance to employees.

FIRST AID TRAINING, KITS, AND POSTER

- A. Purpose: To afford the employees immediate and effective attention should an injury result, The Superintendent - will ensure that a certified first aider(s) will be available.
1. To meet the above objectives, the following procedures will be followed:
 - a. All supervisors or persons in charge of crews will be first aid trained unless their duties require them to be away from the jobsite. If so, other persons who are certified in first aid will be designated as the recognized first aider.
 - b. Other persons will be trained in order to augment or surpass the standard requirements.
 - c. Valid first aid cards are recognized as ones that include both first aid and cardiopulmonary resuscitation (CPR) and have not reached the expiration date.
 2. First aid training, kits, and procedures will be in accordance with the requirements of the general safety and health standards.
 - a. First aid kit locations at jobsites include:
 1. Job site office-Trailer-
 2. Centrex Construction Inc. Pickups.
 - b. **Mike Hessemer / Safety Officer** is designated to ensure that the first aid kits are properly maintained and stocked.
 3. Posters listing emergency numbers, procedures, etc., will be strategically located, such as on the first aid kit, at telephones, and in other areas where employees have easy access.

FIRST AID PROCEDURES IN CONSTRUCTION

On the job-site there may or may not be first aid qualified workers. If there is a person in need of emergency medical assistance call 911. If the person in need of medical assistance feels like the injury is less than an emergency please contact the onsite superintendent or find the nearest medical facility posted in the construction field office.

If first aid trained personnel are involved in a situation involving blood, they should:

1. Avoid skin contact with blood/other potentially infectious materials by letting the victim help as much as possible, and by using gloves provided in the first aid kit.
2. Remove clothing, etc. with blood on it after rendering help.
3. Wash thoroughly with soap and water to remove blood. A 10% chlorine bleach solution is good for disinfecting areas contaminated with blood (spills, etc.).
4. Report such first aid incidents within the shift to supervisors (time, date, blood presence, exposure, names of others helping).

Hepatitis B vaccinations will be provided as soon as possible but not later than 24 hours after the first aid incident.

If an exposure incident occurs, we will immediately make available appropriate:

1. Post exposure evaluation
2. Follow-up treatment
3. Follow-up as listed in state recommendation of, Occupational Exposure to Bloodborne Pathogens.

Training covering the above information should be conducted at job site safety meetings

WORK CREW SAFETY MEETINGS

We believe that hard work and perseverance are required for the prevention of injuries and illnesses, with the crew leader being the key to a successful result.

- A. Purpose: To assist in the detection and elimination of unsafe conditions and work procedures.
- B. Procedures:
The following guidelines will be followed:
 - a. These meetings are held at the beginning of each job and at least weekly thereafter, according to the various circumstances involved or when necessary to clear working procedures. No set pattern will suit all cases. It is important that the crew leader talk daily on injury prevention and immediately upon witnessing an unsafe act.
 - b. The attendance and subjects discussed will be documented and maintained on file for one year.
 - c. Copies of the minutes will be made available to the employees by posting or other means.
- C. Scope of Activities:
(certain employees, as may be designated by their supervisors, will assist)
 - 1. Conduct in-house safety inspections with supervisor concerned.
 - 2. Investigate incidents to uncover trends.
 - 3. Review incident reports to determine means or elimination.
 - 4. Accept and evaluate employee suggestions.
 - 5. Review job procedures and recommend improvements (Job Safety Analysis Form is available in the Appendix)
 - 6. Monitor the safety program effectiveness.
 - 7. Promote and publicize safety.
- D. Documentation: The sample form in the Appendix D-1 is available to assist in documenting activities of crew/leader meetings. There is also a Safety Meeting Notice form that you can print out and copy to announce your next safety meeting.

Construction Safety Meeting Suggestions

(The crew leader's guide)

Twelve good topics for construction safety meetings:

1. Fall protection/fall prevention
2. Personal protective equipment
 - a. Hard hats
 - b. Eye protection
 - c. Hearing protection
 - d. Footwear
 - e. Safety harness/belts
 - f. Respiratory protection
3. Housekeeping
4. Tool inspection
5. Emergency procedures
6. Electrical safety
7. Ladder safety
8. Scaffold safety
9. Fire prevention/fire extinguishers
10. Reporting injuries and unsafe conditions
11. Confined spaces
12. Lock-out procedures
13. Heat Stress
14. Cold weather hazards
15. F.O.D. (Foreign Object Debris)

How to hold a *good* safety meeting

1. Be certain everyone knows the time and place of the next meeting. You may use the sample form on the next page if you wish.
2. Insist that everyone attend. Before the next meeting, remind those who were late or failed to attend that **attendance is not optional**.
3. Pick an appropriate topic. If you can't think of an appropriate topic, use one from the attached list (these usually apply to all projects).
4. Start the meeting on time.
5. Don't waste time – give the meeting your undivided attention.
6. Discuss the topic you have chosen and prepared. Don't wait until the meeting to choose your topic.
7. Use handouts or posters to illustrate your topic.
8. Discuss current job site safety events, injuries and close calls.
9. Encourage employees to discuss safety problems as they arise. Do not save safety concerns for the meeting. Allow some time for employee questions or input at the end of the meeting.
10. Invite managers or owners to speak. Ask fellow employees to speak on a safety topic.
11. If you prevented *one* injury, it is time well spent. Your topic may be one that some employees have heard many times, but there may be one person who is new or has never been told of the safety requirement for that topic. Repeating topics several times during the course of a project is beneficial as long as it applies to the work being done.
12. Follow up on employee concerns or questions and get back to them with the answer before the next meeting.
13. Be certain to document the attendance and the topics discussed.

WALK-AROUND SAFETY INSPECTIONS

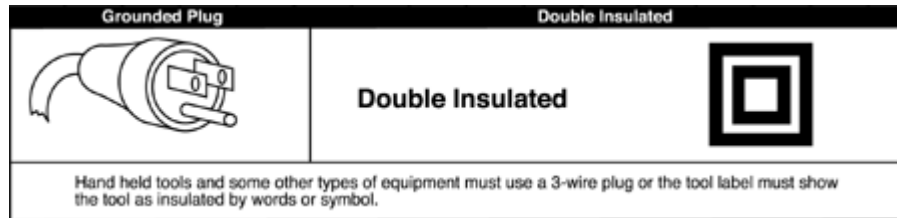
Walk-around safety inspections will be conducted at the beginning of each job, and at least weekly thereafter.

- The inspections will be conducted jointly by the Job site Superintendent, and Safety Officer
- The inspections will be documented and the documentation will be made available for inspection by representatives of the Department of Labor and Industries.
- The records of the walk-around inspections will be maintained until the completion of the job.

General Safety Rules for Construction

1. Always store materials in a safe manner. Tie down or support piles if necessary to prevent falling, rolling, or shifting.
2. Shavings, dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
3. Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.
4. Remove or bend over the nails in lumber that has been used or removed from a structure.
5. Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.
6. Do not block aisles, traffic lanes, fire exits, gangways, or stairs.
7. Avoid shortcuts – use ramps, stairs, walkways, ladders, etc.
8. Standard guardrails must be erected around all floor openings and excavations must be barricaded. Contact your supervisor for the correct specifications.
9. Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of protective device or practice provided for your use or that is being used by other workers.
10. Get help with heavy or bulky materials to avoid injury to yourself or damage to material.
11. Keep all tools away from the edges of scaffolding, platforms, shaft openings, etc.
12. Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
13. Know the correct use of hand and power tools. Use the right tool for the job.
14. Know the location and use of fire extinguishing equipment and the procedure for sounding a fire alarm.
15. Flammable liquids shall be used only in small amounts at the job location and in approved safety cans.
16. Proper guards or shields must be installed on all power tools before use. Do not use any tools without the guards in their proper working condition. No “homemade” handles or extensions (cheaters) will be used!
17. All electrical power tools (unless double insulated), extension cords, and equipment must be properly grounded.

18. All electrical power tools and extension cords must be properly insulated. Damaged cords must be replaced.
19. Do not operate any power tool or equipment unless you are trained in its operation and authorized by your firm to do so.
20. All electrical power equipment and tools must be grounded or double insulated.



21. Use tools only for their designed purpose.

Ladder Safety Rules

General:

- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping the ladder with both hands.
- Always face the ladder when ascending and descending.
- If you must place a ladder over a doorway, barricade the door to prevent its use and post a warning sign.
- Only one person is allowed on a ladder at a time.
- Do not jump from a ladder when descending.
- All joints between steps, rungs, and side rails must be tight.
- Safety feet must be in good working order and in place.
- Rungs must be free of grease and/or oil.

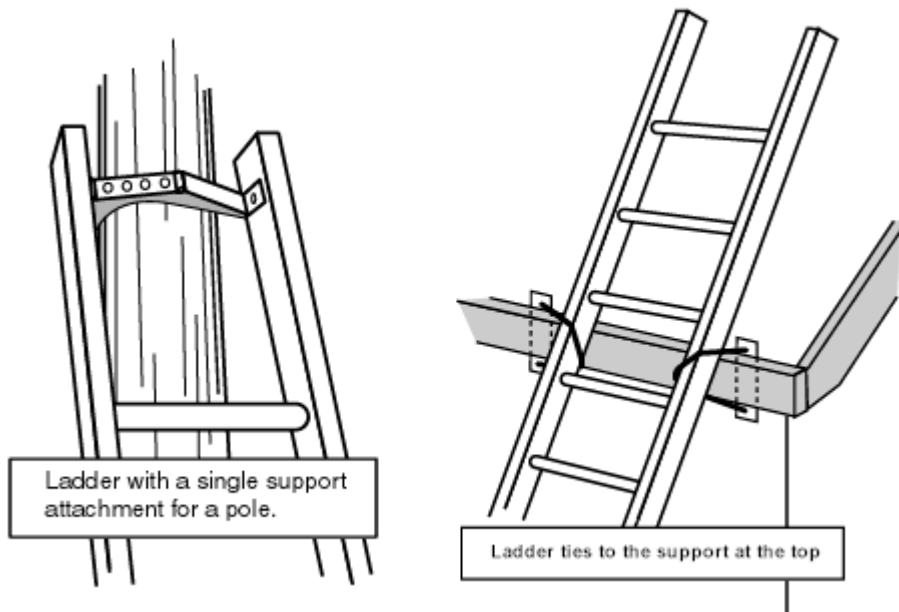
Stepladders

- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- Do not use a stepladder as a straight ladder.

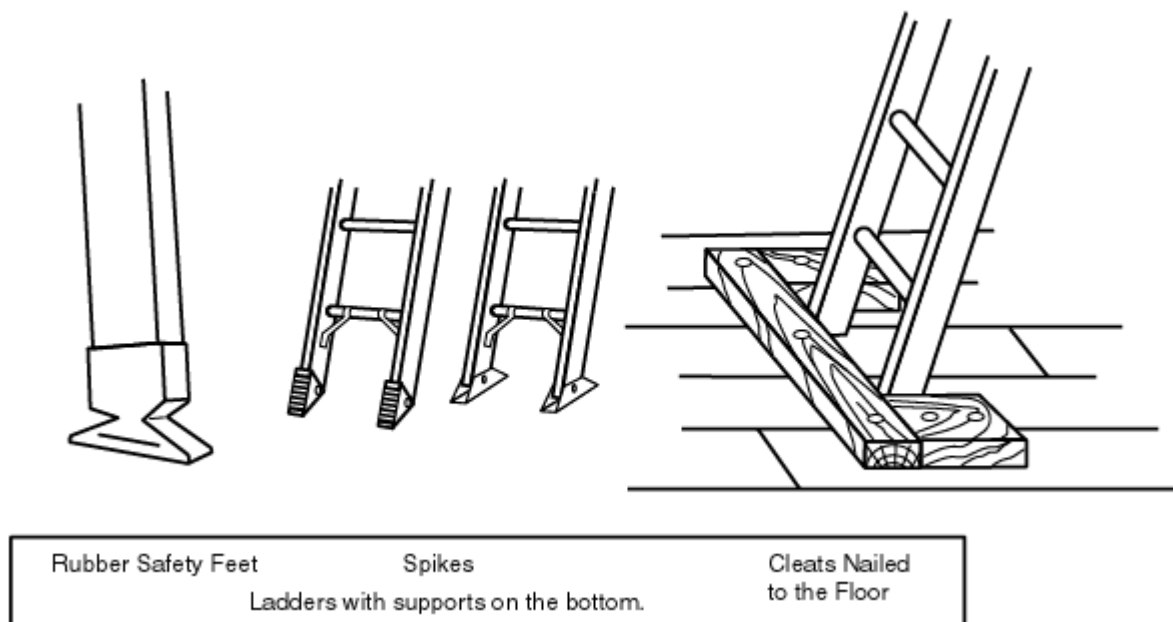
Straight type or extension ladders

- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.

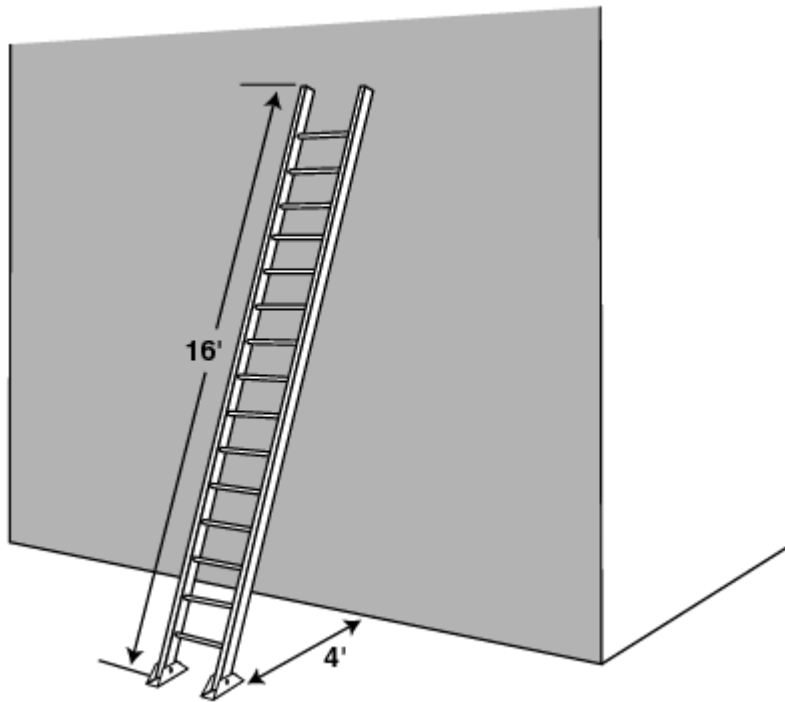
- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
- All extension or straight ladders must be secured or tied off at the top.



- All ladders must be equipped with safety (non-skid) feet.



- Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder.



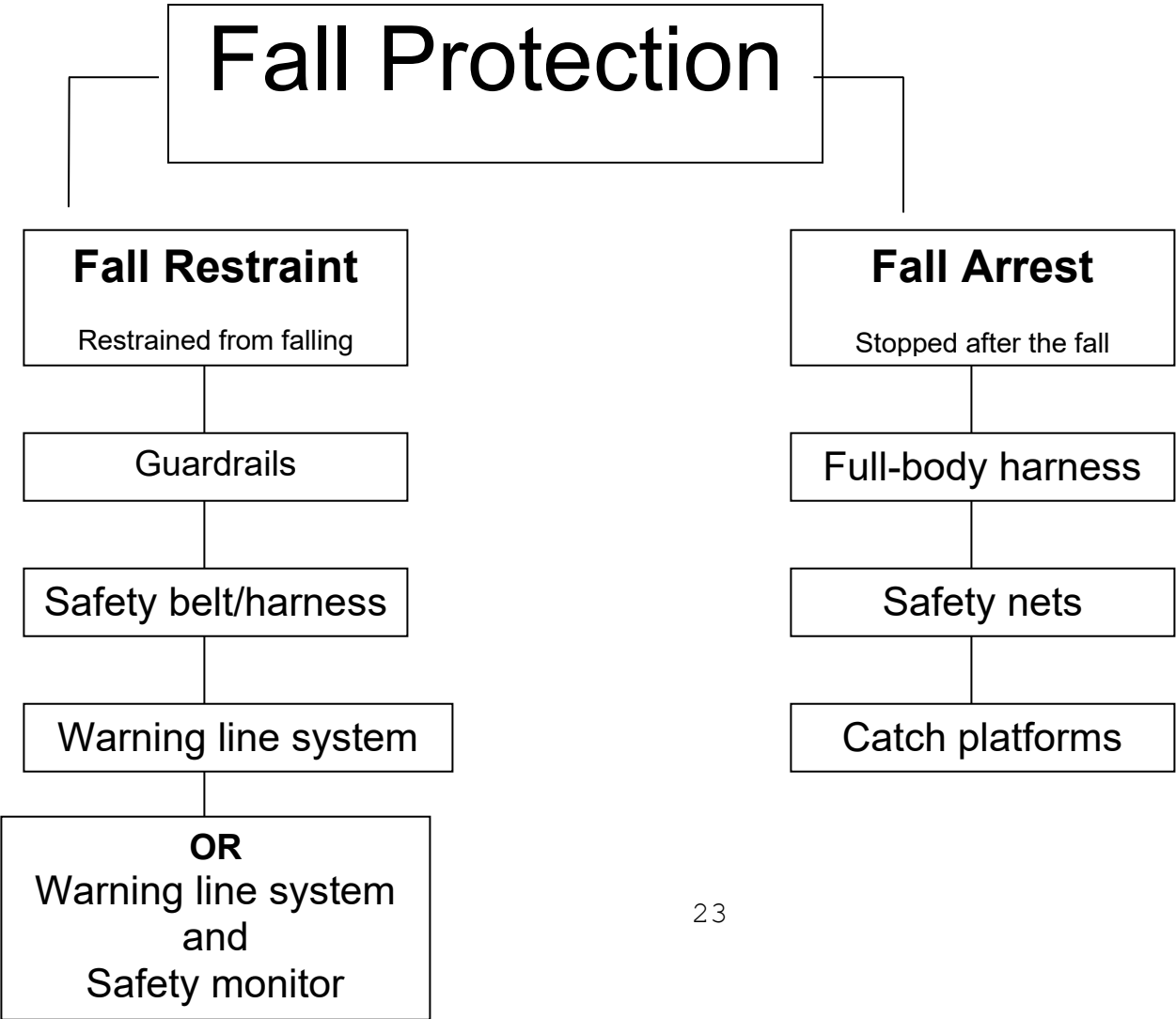
Fall Protection Safety Rules

Falls from elevation are a major cause of injuries and deaths in the construction industry. We at **(Customize by adding company name)** are committed to eliminating injuries caused by fall hazards by instituting a program of 100% fall protection for all fall hazards 10 feet or greater. **Refer to the next 6 pages for the most current fall protection rules.**

All work sites with fall hazards of 10 feet or more will have a site-specific fall protection work plan completed before any employees begin work. The employees on that specific job will be trained in the fall hazards and the method used to implement fall protection. The attached training guide will be used to train employees in the inspection and maintenance of their fall protection equipment, as well as fall protection selection criteria. All employees will use fall protection when there is exposure to a fall hazard of 10 feet or more. Employees who fail to follow this policy are subject to disciplinary action, up to and including dismissal.

The evaluation of the jobsite and the completion of the fall protection work plan will be done by a designated “competent person,” who has an understanding of Nevada OSHA fall protection requirements, the fall protection systems available for use, and has the authority to take corrective action to eliminate employee exposure to fall hazards.

Fall protection will be provided either through the use of a fall arrest system or a fall restraint system as shown below and thoroughly described in the fall protection work plan available on site for review.



Examples of what personal fall arrest, personal fall restraint and positioning device systems look like:



Fall Arrest



Fall Restraint



Positioning

[Statutory Authority: RCW 49.17.010, .040, .050, and .060. 16-09-085 (Order 15-08), § 296-155-24605, filed 04/19/16, effective 05/20/16. Statutory Authority: RCW 49.17.010, .040, .050, and .060. 13-04-073 (Order 06-08), § 296-155-24605, filed 02/04/13, effective 04/01/13.]

WAC 296-155-24607 Fall protection required regardless of height.

- (1) Regardless of height, you must guard open sided floors, walkways, platforms, or runways above or adjacent to dangerous equipment, such as dip tanks and material handling equipment, and similar hazards with a standard guardrail system.
- (2) You must guard floor holes or floor openings, into which persons can accidentally walk, by either a standard railing with standard toe board on all exposed sides, or a cover of standard strength and construction that is secured against accidental displacement. While the cover is not in place, you must protect the floor hole opening by a standard railing.

Note: Requirements for when guarding floor openings at heights of four feet or more are located in WAC 296-155-24609(4).

- (3) Regardless of height you must protect employees from falling into or onto impalement hazards, such as: Reinforcing steel (rebar), or exposed steel or wood stakes used to set forms.

[Statutory Authority: RCW 49.17.010, .040, .050, and .060. 16-09-085 (Order 15-08), § 296-155-24607, filed 04/19/16, effective 05/20/16. Statutory Authority: RCW 49.17.010, .040, .050, and .060. 13-04-073 (Order 06-08), § 296-155-24607, filed 02/04/13, effective 04/01/13.]

WAC 296-155-24609 Fall protection required at four feet or more.

- (1) You must ensure that the appropriate fall protection system is provided, installed, and implemented according to the requirements in this part when employees are exposed to fall hazards of 4 feet or more to the ground or lower level when on a walking/working surface.
- (2) Guarding of walking/working surfaces with unprotected sides and edges. You must guard every open sided walking/working surface or platform 4 feet or more above adjacent floor or ground level by one of the following fall protection systems.

- (a) A standard guardrail system, or the equivalent, as specified in WAC 296-155-24615(2), 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, there is moving machinery, or there is equipment with which falling materials could create a hazard.
 - (i) When employees are using stilts, the height of the top rail or equivalent member of the standard guardrail system must be increased (or additional railings may be added) an amount equal to the height of the stilts while maintaining the strength specifications of the guardrail system.
 - (ii) Where employees are working on platforms above the protection of the guardrail system, the employer must either increase the height of the guardrail system as specified in (a)(i) of this subsection, or select and implement another fall protection system as specified in (b), (c), (d), (e), or (f) of this subsection.
 - (iii) When guardrails must be temporarily removed to perform a specific task, the area must be constantly attended by a monitor until the guardrail is replaced. The only duty the monitor must perform is to warn persons entering the area of the fall hazard.
- (b) A fall restraint system;
- (c) A personal fall arrest system;
- (d) A safety net system;
- (e) A catch platform; and
- (f) A warning line.
- (3) **Guarding of ramps, runways, and inclined walkways.**
 - (a) Ramps, runways, and inclined walkways that are 4 feet or more above the ground or lower level must be equipped with a standard guardrail system or the equivalent, as specified in WAC 296-155-24615(2), along each open side. Wherever tools, machine parts, or materials are likely to be used on the runway, a toe board must also be installed on each open side to protect persons working or passing below.
 - (b) Runways used exclusively for special purposes may have the railing on one side omitted where operating conditions necessitate such omission, provided the falling hazard is minimized by using a runway not less than 18 inches wide.

Note: See WAC 296-155-24619(1) for other specific criteria for ramps, runways, and inclined walkways.

(4) Guarding of floor openings.

- (a) You must guard floor openings by one of the following fall restraint systems.
 - (i) A standard guardrail system, or the equivalent, as specified in WAC 296-155-24615(2), 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.
 - (ii) A cover, as specified in WAC 296-155-24615(3).
 - (iii) A warning line system erected at least 15 feet from all unprotected sides or edges of the floor opening and meets the requirements of WAC 296-155-24615(4).
 - (iv) If it becomes necessary to remove the cover, the guardrail system, or the warning line system, then an employee must remain at the opening until the cover, guardrail system, or warning line system is replaced. The only duty the employee must perform is to prevent exposure to the fall hazard by warning persons entering the area of the fall hazard.
- (b) You must guard ladderway floor openings or platforms by a standard guardrail system with standard toe boards on all exposed sides, except at entrance to opening, with the passage through the railing either provided with a swinging gate or so offset that a person cannot walk directly into the opening.
- (c) You must guard hatchways and chute floor openings by one of the following:
 - (i) Hinged covers of standard strength and construction and a standard guardrail system with only one 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 removable standard guardrail systems.
 - (ii) A removable standard guardrail system with toe board on not more than two sides of the opening and fixed standard guardrail system with toe boards on all other exposed sides. The removable railing must be kept in place when the opening is not in use and must be hinged or otherwise mounted so as to be conveniently replaceable.
- (d) Wherever there is a danger of falling through an unprotected skylight opening, or the skylight has been installed and is not capable of sustaining the weight of a 200 pound person with a safety factor of 4, you must provide standard guardrails on all exposed sides in accordance with WAC 296-155-24615(2) or the skylight must be covered in accordance with WAC 296-155-24615(3). Personal fall arrest equipment may be used as an equivalent means of fall protection when worn by all employees exposed to the fall hazard.

- (c) You must guard pits and trap door floor openings 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 guardrail system.
 - (f) You must guard manhole floor openings 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 guardrail system.
- (5) **Guarding of wall openings.**
 - (a) You must guard wall openings, from which there is a fall hazard of 4 feet or more, and the bottom of the opening is less than 39 inches above the working surface, as follows:
 - (i) 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;
 - (ii) 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 either of solid construction or as specified in WAC 296-155-24615 (2)(c).
 - (b) An extension platform, outside a wall opening, onto which materials can be hoisted for handling must have standard guardrails on all exposed sides or equivalent. One side of an extension platform may have removable railings in order to facilitate handling materials.
 - (c) When a chute is attached to an opening, the provisions of subsection (5)(c) of this section apply, except that a toe board is not required.
- (6) **Fall protection during form and rebar work.** When exposed to a fall height of 4 feet or more, employees placing or tying reinforcing steel on a vertical face are required to be protected by personal fall arrest systems, safety net systems, or positioning device systems.
- (7) **Fall protection on steep pitched and low pitched roofs.**
 - (a) Steep pitched roofs. Regardless of the work activity, you must ensure that employees exposed to fall hazards of 4 feet or more while working on a roof with a pitch greater than 4 in 12 use one of the following:
 - (i) Fall restraint system. Safety monitors and warning line systems are prohibited on steep pitched roofs;
 - (ii) Fall arrest system; or
 - (iii) Positioning device system.

- (b) Low pitched roofs. You must ensure that employees exposed to fall hazards of 4 feet or more while engaged in work, other than roofing work or leading edge work, on low pitched roofs use one of the following:
 - (i) Fall restraint system;
 - (ii) Fall arrest system;
 - (iii) Positioning device system;
 - (iv) Safety monitor and warning line system; or
 - (v) Safety watch system.
- (8) **Hazardous slopes.** Employees exposed to falls of 4 feet or more while working on a hazardous slope must use personal fall restraint systems or positioning device systems.

[Statutory Authority: RCW 49.17.010, .040, .050, and .060. 16-09-085 (Order 15-08), § 296-155-24609, filed 04/19/16, effective 05/20/16. Statutory Authority: RCW 49.17.010, .040, .050, and .060. 13-04-073 (Order 06-08), § 296-155-24609, filed 02/04/13, effective 04/01/13.]

WAC 296-155-24611 Fall protection required at ten feet or more.

- (1) You must ensure that the appropriate fall protection system is provided, installed, and implemented according to the requirements in this part when employees are exposed to fall hazards of 10 feet or more to the ground or lower level, while:
 - (a) Engaged in roofing work on a low pitched roof;
 - (b) Constructing a leading edge;

Note: Employees not directly involved with constructing the leading edge, or are not performing roofing work must comply with WAC 296-155-24609, Fall protection required at 4 feet or more.
 - (c) Working on any surface that does not meet the definition of a walking/working surface not already covered in WAC 296-155-24609;
 - (d) Engaged in excavation and trenching operations.
 - (i) Exceptions. Fall protection is not required at excavations when employees are:
 - (A) Directly involved with the excavation process and on the ground at the top edge of the excavation; or
 - (B) Working at an excavation site where appropriate sloping of side walls has been implemented as the excavation protective system.

- (ii) Fall protection is required for employees standing in or working in the affected area of a trench or excavation exposed to a fall hazard of 10 feet or more and:
 - (A) The employees are not directly involved with the excavation process; or
 - (B) The employees are on the protective system or any other structure in the excavation.

Note: Persons considered directly involved in the excavation process include:

- *Foreman of the crew.*
- *Signal person.*
- *Employee hooking on pipe or other materials.*
- *Grade person.*
- *State, county, or city inspectors inspecting the excavation or trench.*
- *An engineer or other professional conducting a quality-assurance inspection.*

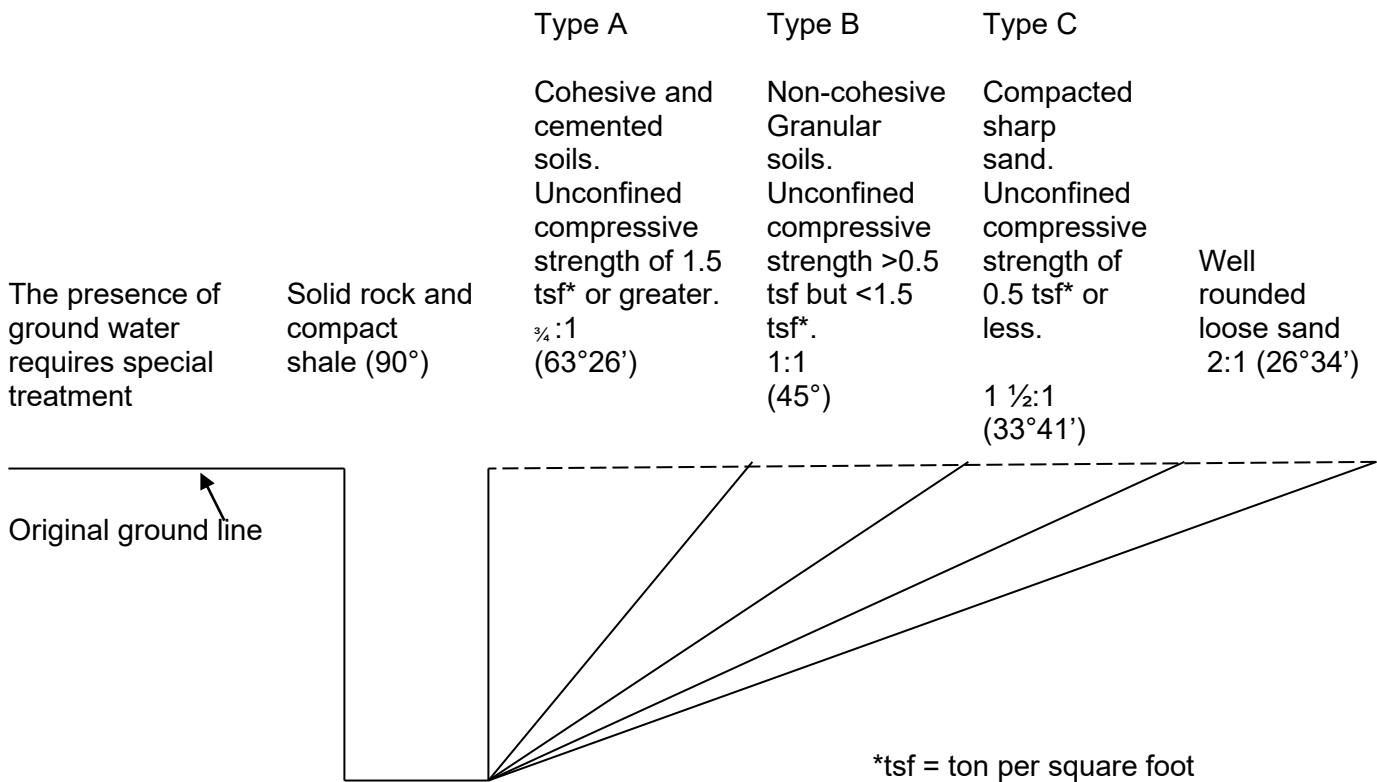
- (2) **Fall protection work plan.** You must develop and implement a written fall protection work plan including each area of the work place where the employees are assigned and where fall hazards of 10 feet or more exist.
 - (a) The fall protection work plan must:
 - (i) Identify all fall hazards in the work area;
 - (ii) Describe the method of fall arrest or fall restraint to be provided;
 - (iii) Describe the proper procedures for the assembly, maintenance, inspection, and disassembly of the fall protection system to be used;
 - (iv) Describe the proper procedures for the handling, storage, and securing of tools and materials;
 - (v) Describe the method of providing overhead protection for workers who may be in, or pass through the area below the worksite;
 - (vi) Describe the method for prompt, safe removal of injured workers; and
 - (vii) Be available on the job site for inspection by the department.
 - (b) Prior to permitting employees into areas where fall hazards exist you must ensure employees are trained and instructed in the items described in (a)(i) through (vii) of this subsection.

[Statutory Authority: RCW 49.17.010, .040, .050, and .060. 16-09-085 (Order 15-08), § 296-155-24611, filed 04/19/16, effective 05/20/16. Statutory Authority: RCW 49.17.010, .040, .050, and .060. 13-04-073 (Order 06-08), § 296-155-24611, filed 02/04/13, effective 04/01/13.]

Trenching and Excavating

1. The determination of the angle of slope and design of the supporting system shall be based on careful evaluation of pertinent factors, such as:
- a. Depth and/or cut/soils classification
 - b. Possible variation in water content of the material while excavation is open
 - c. Anticipated changes in materials from exposure to air, sun, water, or freezing
 - d. Loading imposed by structures, equipment, or overlaying or stored material
 - e. Vibration from equipment, blasting, traffic, or other sources

Approximate Angle of Slope for sloping of sides of excavations



2. Walkways or bridges with standard railings **must be provided** when employees or equipment are required to cross over excavations.
3. The walls and faces of all excavations in which employees are exposed to danger from moving ground **must be guarded** by a shoring system, sloping of the ground, or some other equivalent means.
4. **No person must be permitted** under loads handled by power shovels, derricks, or hoists.
5. **All employees must be protected** with personal protective equipment for the protection of the head, eyes, respiratory system, hands, feet, and other parts of the body.

Scaffold Safety Rules

1. General

Before starting work on a scaffold, inspect it for the following:

- a. Are guardrails, toe boards, and planking in place and secure?
 - b. Are locking pins at each joint in place?
 - c. Are all wheels on moveable scaffolds locked?
2. Do not attempt to gain access to a scaffold by climbing on it (unless it is specifically designed for climbing – always use a ladder).
 3. Scaffolds and their components must be capable of supporting four times the maximum intended load.
 4. Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, etc., damaged or weakened in any way, must be immediately repaired or replaced.
 5. Scaffold planks must extend over their end supports not less than 6 inches nor more than 12 inches, unless otherwise specifically required.
 6. Scaffold platforms must be at least 18 inches wide unless otherwise specifically required or exempted.
 7. Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen between the toe board and guardrail, extending along the entire opening. The screen must be made of No. 18 gauge U.S. Standard wire, ½ inch mesh or equivalent protection.
 8. All scaffolds must be erected level and plumb, and on a solid footing.
 9. Do not change or remove scaffold members unless authorized.
 10. Do not allow workers to ride on a rolling scaffold when it is being moved. Remove or secure all materials and tools on deck before moving.
 11. Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.

Motorized vehicles and equipment

1. Do not ride on motorized vehicles or equipment unless a proper seat is provided for each rider.
2. Always be seated when riding authorized vehicles (unless they are designed for standing).
3. Do not operate any motorized vehicle or equipment unless you are specifically authorized to do so by your supervisor.
4. Always use your seat belts in the correct manner.
5. Obey all speed limits and other traffic regulations.
6. Always be aware of pedestrians and give them the right-of-way.
7. Always inspect your vehicle or equipment before and after daily use.
8. Never mount or dismount any vehicles or equipment while they are still in motion.
9. Do not dismount any vehicle without first shutting down the engine, setting the parking brake and securing the load.
10. Do not allow other persons to ride the hook or block, dump box, forks, bucket or shovel of any equipment.
11. Each operator must be knowledgeable of all hand signals and obey them.
12. Each operator is responsible for the stability and security of his/her load.

General Materials Handling Safety

General material storage safety:

- Make sure that all materials stored in tiers are stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
- Post conspicuously the maximum safe load limits of floors within buildings and structures, in pounds per square foot, in all storage areas, except for floor or slab on grade. Do not exceed the maximum safe loads.
- Keep aisles and passageways clear to provide for the free and safe movement of material handling equipment or employees. Keep these areas in good repair.
- Do not store materials on scaffolds or runways in excess of supplies needed for immediate operations.
- Use ramps, blocking, or grading when a difference in road or working levels exists to ensure the safe movement of vehicles between the two levels.
- Do not place materials stored inside buildings under construction within 6 feet of any hoistway or inside floor openings, or within 10 feet of an exterior wall which does not extend above the top of the material stored.
 - (i) Anchor and brace temporary floors used in steel erection, concrete forms, and shoring and other “in-process equipment” that are to be left overnight or for longer periods of time to prevent their displacement in any direction. Do not place materials stored inside buildings under construction within 6 feet of any hoistway or inside floor openings, or within 10 feet of an exterior wall which does not extend above the top of the material stored.)
- Segregate non-compatible materials in storage.
- Stack bagged materials by stepping back the layers and cross-keying the bags at least every ten bags high.
 - (i) Carefully handle cement and lime delivered in paper bags to prevent the bags from bursting.
 - (ii) Do not pile cement and lime bags more than ten bags high except when stored in bins or enclosures built for the purpose of storage.
 - (iii) When bags are removed from the pile, keep the length of the pile at an even height and maintain the necessary step backs every five bags.
 - (iv) When handling cement and lime bags, wear eye protection preventing any contact with the substance (such as goggles or other sealed eye protection) and wear long sleeve shirts with close fitting collar and cuffs.

- (v) Do not wear clothing that has become hard and stiff with cement.
- (vi) Make sure to report any susceptibility of skin to cement and lime burns.
- (vii) Make sure that a hand cream or Vaseline and eyewash is provided and kept ready for use to prevent burns.
- (viii) Store lime in a dry place to prevent a premature slacking action that may cause fire.
- Do not stack bricks more than 7 feet high. When a loose brick stack reaches a height of 4 feet, taper it back 2 inches for every foot of height above the 4-foot level.
 - (i) Never stack bricks, for storage purposes, on scaffolds or runways.
 - (ii) Always stack blocks; do not throw in a loose pile.
- When stacking masonry blocks higher than 6 feet, taper back the stack one-half block per tier above the 6-foot level.
 - (i) When stacking inside a building, distribute the piles to prevent overloading the floor.
 - (ii) Do not drop or throw blocks from an elevation or deliver blocks through chutes.
- Do not stack lumber more than 20 feet high; if handling lumber manually, do not stack more than 16 feet high.
 - (i) Remove all nails from used lumber before stacking.
 - (ii) Stack lumber on level and solidly supported sills, and such that the stack is stable and self-supporting.
 - (iii) Stack stored lumber on timber sills to keep it off the ground. Sills must be placed level on solid supports.
 - (iv) Place cross strips in the stacks when they are stacked more than 4 feet high.
- If not racked, stack and block structural steel, poles, pipe, bar stock, and other cylindrical materials as to prevent spreading or tilting.
 - (i) Wear heavy gloves when handling reinforcing steel.
 - (ii) When bending reinforcing steel on the job, use a strong bench set up on even dry ground or a floor to work on.
 - (iii) Carefully pile structural steel to prevent danger of members rolling off or the pile toppling over.

- (iv) Keep structural steel in low piles, giving consideration to the sequence of use of its members.
- (v) Stack corrugated and flat iron in flat piles, with the piles not more than 4 feet high; place spacing strips between each bundle.
- Frequently inspect stock piles of sand, gravel, and crushed stone to prevent their becoming unsafe by continued adding to or withdrawing from the stock.
 - (i) Do not remove frozen material in a manner that would produce an overhang.

General Rigging Equipment Safety:

- Inspect rigging equipment for material handling prior to use on each shift and as necessary during its use to ensure that it is safe. Remove defective rigging equipment from service.
- Never load rigging equipment in excess of its recommended safe working load.
- Remove rigging equipment when not in use from the immediate work area so as not to present a hazard to employees.
- Mark special rigging accessories (i.e., spreader bars, grabs, hooks, clamps, etc.) or other lifting accessories with the rated capacity. Proof test all components to 125% of the rated load prior to the first use. Maintain permanent records on the job site for all special rigging accessories.

Disposal of waste materials:

- Whenever materials are dropped more than 20 feet to any point lying outside the exterior walls of the building, use an enclosed chute of wood or equivalent material.
- When debris is dropped without the use of chutes, make sure that the area onto which the material is dropped is completely enclosed with barricades at least 42 inches high and 20 feet back from the projected edge of the opening above. Post at each level warning signs of the hazard of falling materials. Do not remove debris in this lower area until debris handling ceases above.
- Remove all scrap lumber, waste material, and rubbish from the immediate work area as the work progresses.
- Make sure to comply with local fire regulations if disposing of waste material or debris by burning.
- Keep all solvent waste, oily rags, and flammable liquids in fire-resistant covered containers until removed from the work site.

Lockout/Tagout Checklist

	<u>YES</u>	<u>NO</u>	<u>COMPLETION DATE</u>
1. Equipment, machinery and personnel:			
a. A list of equipment and machines that need to be locked out has been developed.	_____	_____	_____
b. All new machinery (after Jan. 1990) has the ability to accept a lockout device.	_____	_____	_____
c. Specific <u>written</u> Energy Control Procedures are developed and used for each piece of equipment.	_____	_____	_____
d. A list of all <u>authorized</u> employees has been developed.	_____	_____	_____
e. A list of all <u>affected</u> employees has been developed.	_____	_____	_____
2. Energy Control Program:			
a. A <u>written</u> Energy Control Program has been developed.	_____	_____	_____
b. Does the written program state the methods of compliance, including the:			
• Intended use of procedures.	_____	_____	_____
• Steps for shut down, isolating, blocking and securing energy.	_____	_____	_____
• Steps for placement, removal, and transfer of lockout/tagout devices.	_____	_____	_____
• Requirements for testing to verify effectiveness of lockout/tagout.	_____	_____	_____
c. Compliance with energy control procedures is verified at <u>least annually</u> . The results of the inspection are certified and kept on file.	_____	_____	_____
d. Lockout/tagout devices are provided. (locks, hasps, tags, etc.).	_____	_____	_____

e. Lockout devices are singularly identified, durable, standardized, substantial and employee identifiable.

f. Lockout devices are used only for energy control.

g. A tagout system is used only if a isolating device cannot be locked out.

h. Tagout devices are located at the same location as lockout devices.

i. Tagout devices warn against hazardous conditions such as Do Not Start, Do Not Open.

j. Energy isolation is performed ONLY by authorized employees.

k. Affected employees are notified before and after lockout/tagout.

l. Group lockout/tagout procedures are used when needed.

m. Information about each others' lockout program is exchanged with contractors.

n. Continuity of lockout/tagout is provided during shift change and personnel changes.

3. Training requirements:

a. Authorized employees - recognition of energy sources, type and magnitude of energy and methods and procedures necessary for isolation and control.

b. Affected employees - purpose and use of energy control procedures.

c. Other employees - instructed on the procedures locked or tagged out.

d. For tagout system - limitations of tags.

e. Retraining - when change in job, assignment, equipment, process, procedure or the result of an inspection.

f. Training is certified with names and dates.

Welding and Cutting Safety Rules

1. Always follow the manufacturer's recommendations for setting up and operating equipment, selection of tip size, and gas cylinder operating pressures.
2. Always use a regulator to reduce gas cylinder pressure to the operating pressures recommended by the equipment manufacturer. All piping and equipment must meet the standards of the Compressed Gas Association.
3. Always ensure that all connections are leak tight. Each time connections are loosened and retightened each connection should be checked with a soap and water solution (oil free soap). Do not check with flame.
4. Before "lighting up" clear out each line by letting a small amount of gas flow (separately) to remove any mixed gases that might be in the lines.
5. Never use defective, worn or leaky equipment. Repair it or take it out of service.
6. Never use acetylene in excess of 15 psi pressure. Higher pressures with acetylene are dangerous. If the cylinder is not fitted with a hand wheel valve control, any special wrench required must be placed on the cylinder while the cylinder is in service. On manifolds, one wrench for each manifold will suffice.
7. Always have an appropriate fire extinguisher in good operating condition readily available when operating welding or cutting equipment.
8. Never perform welding, cutting, brazing, or heating operations in a poorly ventilated area. Avoid breathing fumes from these operations at all times, particularly when zinc, cadmium, or lead coated metals are involved.
9. Never perform welding or cutting operations near combustible materials (gasoline cans, paints, paper, rags, etc.).
10. Always protect yourself, others present, welding hoses, gas cylinders, and flammable materials in the area from hot slag and sparks from the welding and cutting operations.
11. The welder and spectators must always wear goggles to protect the eyes from injurious light rays, sparks and hot molten metal during welding, cutting, and heating operations. Eye protection must comply with the established ANSI Standards.
12. Always wear clean, oil free clothing during welding and cutting operations. Protect the hands with leather welding gloves to avoid burns from radiation and hot molten slag. Low cut shoes and trousers with cuffs or open pockets should not be worn.
13. Never use a match or cigarette lighter to light a cutting or welding torch. Always use a spark igniter. Fingers are easily burned by the igniting gas when a match or cigarette lighter is used.

14. Ensure that the material being welded or cut is secure and will not move or fall on anyone.
15. Never use a welding, cutting, or heating torch on a container that has held a flammable liquid. Explosive vapors can accumulate and linger in closed containers for extended periods of time.
16. Never use a regulator for gasses other than those for which it was designed for by the manufacturer since the diaphragm and seat materials may not be compatible with other gasses.
17. Never attempt to adapt and use a fuel gas or inert gas regulator on an oxygen cylinder. A special protective device is incorporated on the oxygen regulator to harmlessly dissipate the heat caused by the recompression when the cylinder valve is quickly opened. Such a protective device is not furnished on fuel gas and inert gas regulators.
18. Never tamper with the safety devices on cylinders, fuse plugs, safety discs, etc. and do not permit torch flames or sparks to strike the cylinder.
19. Always refer to the various gasses by their proper names. (Do not refer to oxygen as "air" or acetylene as "gas".)
20. All cylinders, particularly acetylene, should be restrained securely in an upright position to prevent accidents. A non-vertical position for an acetylene cylinder in use would allow the discharge of acetone through the regulator and into the cutting torch, clogging the mixer passages and creating a fire hazard. It would reduce the efficiency of the flame and contaminate the weld area. It also can cause voids in the porous material inside the cylinder, which can lead to acetylene explosions.
21. Store all gas cylinders not in use away from excessive heat sources, such as stoves, furnaces, radiators, the direct rays of the sun, and the presence of open flames. Cylinders in storage should always be secured in an upright position.
22. Keep all burning or flammable substances away from the oxygen or fuel gas storage area (at least 20 feet) and post "No Smoking" signs.
23. Upon completion of a welding, heating, or cutting operation immediately inspect the surrounding areas for smoldering embers. Allow at least one half hour to elapse before leaving the area and conduct another thorough inspection just before leaving. Also alert other personnel of fire possibilities.
24. Always have the properly fitted wrench to fasten a regulator to a cylinder. Never tighten the regulator by hand.
25. Always leave the fuel gas cylinder valve wrench in place when the cylinder valve is open so that it can be closed quickly in an emergency. Do not open acetylene valves more than one-quarter (1/4) turn.

26. Before connecting a regulator to a gas cylinder, open the cylinder valve for a moment. Called cracking the cylinder valve, this will blow out any foreign material that may have lodged in the valve during transit. Do not stand in front of the valve when “cracking”.
27. After attaching a regulator to a gas cylinder, be sure the regulator adjusting screw is fully released (backed off in a counter clockwise direction so that it swivels freely) before the cylinder valve is opened. Never stand in front of a regulator when you are opening a cylinder valve.
28. Always open the cylinder valve slowly so that gas pressure will build up slowly in the regulator (particularly in the oxygen cylinder). Quick opening of the cylinder valve causes a build up of heat due to recompression of the gas. When combined with combustible materials, ignition and explosion may result.
29. If a leak develops in a fuel gas cylinder that cannot be stopped by closing the valve, immediately place the cylinder outside of the building away from possible fire or ignition sources in a location that is free from wind currents that might carry the gas to an ignition source.
30. Never attempt to mix gasses in a cylinder or fill an empty one from another (particularly oxygen cylinders). Mixture of incompatible gasses and/or heat caused by recompression of the gas or gasses may result in ignition and fire. Only the owner of a cylinder may mix gasses in it.
31. When a gas cylinder is ready for return to the supplier, be certain the cylinder valve is closed to prevent internal contamination and the shipping cap is in place to protect the cylinder valve. Identify empty cylinders.
32. Never use oxygen or other gasses as a substitute for compressed air in operation of air-operated tools, blowing off parts, or for ventilation purposes. The only exception to this rule is where oxygen is used to blow out port passages and talcum powder or dust from welding hoses when setting up new or old “dusty” equipment.
33. Do not attempt to do your own repair on welding equipment. Equipment that is improperly repaired can cause leaks and other hazardous conditions. Repairs must be performed by qualified repair personnel.
34. Never repair welding hose with tape. Use of tape and many hose splicers can reduce the pressure to the torch and can cause hazardous conditions. Welding hose must meet the specifications of the Compressed Gas Association.
35. Use the shortest length of hose possible. Longer hoses require higher gas pressures and can be hard to handle.
36. Never use oil or grease on any part of welding or cutting equipment and never let it come into contact with oil or grease. This includes gas cylinders, work bench, regulators, torches, tips, threads on bottles, and clothes that are worn, such as jackets, gloves, and aprons. Oxygen and oil or grease can cause explosions and fire.

37. Never use a hammer on the valve cover caps to loosen them. Use a piece of wood to soften the impact and prevent sparks and damage to the cap.
38. When moving gas cylinders always roll them on their bottom edges or in a cart designed for their movement. Sliding or dragging them or rolling causes excessive wear and may weaken their walls by metal erosion. Slings and electromagnets are not authorized when transporting cylinders.
39. Never use cylinders as rollers to move material. Do not let them bump into each other or let them fall.
40. Fuel gas and liquefied fuels must be stored and shipped valve end up.
41. Do not hammer on any cylinder. Do not tamper with the relief valves. If you have trouble, contact the supplier for assistance.
42. Suitable eye protection must be worn for all welding and cutting operations.
43. Cylinders must be secured. Valves must be closed when unattended and caps must be on the cylinders when the regulators are not on the cylinders.
44. Cylinders must be upright when they are transported in powered vehicles.
45. All cylinders with a water weight of over 30 lbs. must have caps or other protection.
46. All fuel gases must be used through a regulator on cylinder or manifold.
47. Compressed gas cylinders must be upright except for short periods for transportation.
48. Repair work on gauges and regulators must be done by qualified personnel.
49. Only 4 inches of hose per foot may be covered with tape. Defective hoses must be removed from service.
50. Oxygen must not be used for ventilation.
51. Oxygen regulators must be marked "Use No Oil". Regulators and fittings must meet the specifications of the Compressed Gas Association.
52. Union nuts on regulators must be checked for damage.
53. Before removing a regulator, shut off cylinder valve and release gas from regulator. Equipment must be used only as approved by the manufacturer.
54. Caps must be on cylinders unless they are transported on a special carrier.
55. Hot warnings on materials are required.

- 56. Fire is the biggest hazard in welding. The area should be cleared for a radius of 35 feet. Fire shields should be used. The area should be monitored for 30 minutes or more after end of work to ensure there is no delayed ignition.
- 57. Proper personal protective equipment must be worn by all welders and assisting personnel.
- 58. All welding personnel should be advised of the hazards from heating zinc, lead, cadmium, and any other substances that could cause health problems from the welding activity.

(The following apply to arc welding)

- 59. Chains, wire ropes, hoists, and elevators must not be used to carry welding current.
- 60. Leather capes should be used for overhead welding.
- 61. The neck and ears must be protected from the arc.
- 62. Conduits with electrical conductors in them must not be used to complete a welding circuit.
- 63. Welding shields must be used to protect other workers from injurious light rays.
- 64. Welding leads must be inspected regularly for damage to insulation. Only proper splicing will be authorized. There should be no splices in stinger lead within 10 feet of the stinger and the leads should never be wrapped around the body.

Hazard Communication Program

Purpose:

The purpose of the Hazard Communication Program is to ensure that the hazards of all chemicals produced or imported by chemical manufacturers or importers are evaluated. Information concerning the hazards must be transmitted to affected employers and employees before they use the products.

Procedure:

- Inventory Lists – Know the hazardous chemicals in your workplace that are a potential physical or health hazard. Make an inventory list of these hazardous chemicals; this list must be a part of your written program.
- SDS – Make sure there is a material safety data sheet (SDS) for each chemical and that the inventory list and labeling system reference the corresponding SDS for each chemical.
- Labeling System – Each container entering the workplace must be properly labeled with the identity of the product, the hazardous warning, and the name and address of the manufacturer.
- Written Program – Develop, implement, and maintain a comprehensive written hazard communication program at the workplace that includes provisions for container labeling, material safety data sheets, and an employee training program (**see the editable sample in the Appendix, page M1-2**).

Employees must be made aware of where hazardous chemicals are used in their work areas. They must also be informed of the requirements of the Hazard Communication Standard, the availability and location of the written program, the list of hazardous chemicals, and the material safety data sheets.

The code specifically requires employers to train employees in the protective practices implemented in their workplace, the labeling system used, how to obtain and use MSDSs, the physical and health hazards of the chemicals and the recognition, avoidance and prevention of accidental entrance of hazardous chemicals into the work environment.

Respirator Program

Purpose:

The purpose of the Respirator Program is to ensure that all employees are protected from exposure to respiratory hazards. Engineering controls such as ventilation and substitution of less toxic materials are the first line of defense. However, engineering controls are not feasible for some operations or do not completely control the identified hazards. In these situations, respirators and other protective equipment must be used. Respirators are also utilized for protection during emergencies.

Procedure:

This program applies to all employees who are required to wear respirators during normal work operations and during certain non-routine or emergency operations. Employees participating in the respiratory protection program do so at no cost to them. The expense associated with medical evaluations, training, and respiratory protection equipment will be borne by the company.

Employees who voluntarily choose to use a cartridge style respirator when the respirator is not required are subject to the medical evaluation, cleaning, maintenance, and storage elements only of this program. These individuals will also receive training covering proper procedures for cleaning, maintenance and storage of their respirators.

Hearing Conservation Program

Purpose:

The purpose of the Hearing Conservation Program is to ensure that all employees are protected from exposure to noise hazards. Employers whose workers are exposed to high noise levels must have an active program for protecting their employees' hearing.

Procedure:

An effective hearing conservation program should first assess company-wide noise exposures in order to identify any employee or group of employees exposed to noise. Noise is measured with a sound level meter or noise dosimeters, which measure average noise levels over time. Employees who are exposed to noise at or above an eight-hour time-weighted average of 85 dB (decibels) must be covered under a hearing conservation program. For these employees, the employer must develop, implement, and maintain (at no cost to the employees) a program consisting of:

1. Mandatory audiometric testing
2. Making hearing protectors available and ensuring their use.
3. Comprehensive training explaining hearing loss, hearing protective devices, and the employer's hearing conservation program.
4. Warning signs for high noise areas (115 dBA or higher).
5. Keeping accurate records.
6. Ensuring employee access to their records.

Additionally, the employer must post a copy of the hearing conservation standard or post a notice to affected employees or their representatives that a copy of the standard is available at the workplace for their review.

If you need assistance in noise measurements, you can contact the Consultation Section of the Department of Labor and Industries; the industrial hygiene consultants can help you free of charge.

[Click here for an editable Sample Hearing Conservation Program.](#)

Heat Stress - How do you prevent heat illness?

- Supply adequate water and encourage workers who work in hot weather to drink regularly, even when not thirsty. A small amount of water every 15 minutes is recommended rather than a large amount after hours of sweating.
- Learn the signs and symptoms of heat-related illness.
- Inform workers they should avoid alcohol or drinks with caffeine before or during work in hot weather.
- Try to do the heaviest work during the cooler parts of the day.
- Adjusting to work in heat takes time. Allow workers to acclimatize. Start slower and work up to your normal pace.
- Wear lightweight, loose-fitting, light-colored, breathable (e.g. cotton) clothing and a hat.
- Allow workers to take regular breaks from the sun. Loosen or remove clothing that restricts cooling.
- Watch workers for symptoms of heat-related illness. This is especially important for non-acclimatized workers, those returning from vacations and for all workers during heat-wave events.
- If exertion causes someone's heart to pound or makes them gasp for breath, become lightheaded, confused, weak or faint, they should STOP all activity and get into a cool area or at least into the shade, and rest.

The two major heat-related illnesses are heat exhaustion and heat stroke. Heat exhaustion, if untreated, may progress to deadly heat stroke. **Heat stroke is very dangerous and frequently fatal.** If workers show symptoms, *always take this seriously* and have them take a break and cool down before returning to work. *Stay with them.* If symptoms worsen or the worker does not recover within about 15 minutes, call 911 and have them transported and medically evaluated. *Do not delay transport.*

Heat Stroke or Heat Exhaustion?

How do you tell the difference?

The telling difference is mental confusion or disorientation in ALL heat stroke victims

You can ask these 3 questions: What is your name? What day is this? Where are we?

If a worker can't answer these questions, assume it is heat stroke.

What are the symptoms of heat exhaustion and heat stroke?

Heat Exhaustion	Heat Stroke
• Heavy sweating • Exhaustion, weakness • Fainting / Lightheadedness • Paleness • Headache • Clumsiness, dizziness • Nausea or vomiting • Irritability	• Sweating may or may not be present • Red or flushed, hot dry skin • Any symptom of heat exhaustion but more severe • Confusion / Bizarre behavior • Convulsions before or during cooling • Collapse • Panting/rapid breathing • Rapid, weak pulse • Note: May resemble a heart attack

What do you do if someone is suffering from heat exhaustion or heat stroke?

Heat Exhaustion	Heat Stroke (medical emergency)
• Move the worker to a cool, shaded area to rest; do not leave them alone. • Loosen and remove heavy clothing that restricts evaporative cooling. • Give cool water to drink, about a cup every 15 minutes. • Fan the worker, spray with cool water, or apply a wet cloth to their skin to increase evaporative cooling. • Recovery should be rapid. Call 911 if they do not feel better in a few minutes. • Do not further expose the worker to heat that day. Have them rest and continue to drink cool water or electrolyte drinks.	• Get medical help immediately, call 911 and transport as soon as possible. • Move the worker to a cool, shaded area and remove clothing that restricts cooling. • Seconds count – Cool the worker rapidly using whatever methods you can. For example, immerse the worker in a tub of cool water; place the worker in a cool shower; spray the worker with cool water from a garden hose; sponge the worker with cool water; or, if the humidity is low, wrap the worker in a cool, wet sheet and fan them vigorously. Continue cooling until medical help arrives. • If emergency medical personnel are delayed, call the hospital emergency room for further instruction. • Do not give the worker water to drink until instructed by medical personnel.

Heat Stress Check List

- Does the worksite have temperature extremes (above 85 degrees in higher humidity, above 90-95 degrees in lower humidity) that may cause heat stress?

- Do employees do heavy labor or wear heavy protective clothing? (increases heat stress conditions)
- Do employees have access to adequate drinking water at all times?
- Are employees allowed work breaks during prolonged heavy labor?
- Do workers have access to shade during breaks?
- Have employees been trained on the symptoms of heat-related illness (heat exhaustion and heat stroke)?
- Are employees trained on first aid measures for heat-related illness?

See WRD 11.20 – Application of Standards to Address Heat-Related Illness in Outdoor Environments for additional information.

CONFINED SPACES

Fatalities and injuries constantly occur among construction workers who, during the course of their jobs, are required to enter confined spaces. In some circumstances, these workers are exposed to multiple hazards, any of which may cause bodily injury, illness, or death. Workers are injured and killed from a variety of atmospheric factors and physical agents.

The construction standard OSHA requires that companies follow OSHA standard, when working in confined spaces. There is an exception for work on sewer systems under construction.

Employers must consult with employees and their authorized representatives on the development and implementation of all aspects of the permit required confined space entry program required by the Confined Space Standard from OSHA.

All information required by the Confined Space Standard must be available to employees affected by the standard (or their authorized representatives).

You must first determine if you have any confined space situations. A confined space has three characteristics; it must have **all three** characteristics to be considered a confined space:

1. Large enough to get your body entirely inside to do your work
2. Not designed or intended for continuous occupation
3. Restricted entry or exit

If you do have any confined spaces, you must not enter them until you have carefully evaluated the hazards inside to determine what type of entry procedure may be used for each confined space you have:

- Non-permit-required confined space (NPRCS)
- Permit-required confined space (PRCS)
- Alternate Entry

[Click here to link to a Confined Space Guide and Sample Written Program to help you in developing your program.](#)

APPENDIXES

Job Orientation Guide

Company: Centrex Construction Inc.

Employee: _____

Trainer: _____

Date _____

Position: _____

This checklist is a guideline for conducting employee safety orientations for employees new to (Customize by adding the name of your company). Once completed and signed by both supervisor and employee, it serves as documentation that orientation has taken place.

	Date	Initials
1. Explain the company safety program, including:		
Orientation	_____	_____
On-the-job training	_____	_____
Safety meetings	_____	_____
Incident investigation	_____	_____
Disciplinary action	_____	_____
2. Use and care of personal protective equipment (Hard hat, fall protection, eye protection, etc.)	_____	_____
3. Line of communication and responsibility for immediately reporting injuries.		
A. When to report an injury	_____	_____
B. How to report an injury	_____	_____
C. Who to report an injury to	_____	_____
D. Filling out incident report forms	_____	_____
4. General overview of operation, procedures, methods and hazards as they relate to the specific job	_____	_____
5. Pertinent safety rules of the company	_____	_____
6. First aid supplies, equipment and training		
A. Obtaining treatment	_____	_____
B. Location of Facilities	_____	_____
C. Location and names of First-aid trained personnel	_____	_____
7. Emergency plan		
A. Exit location and evacuation routes	_____	_____
B. Use of fire fighting equipment (extinguishers, hose)	_____	_____
C. Specific procedures (medical, chemical, etc.)	_____	_____
8. Vehicle safety	_____	_____
9. Personal work habits		
A. Serious consequences of horseplay	_____	_____
B. Fighting	_____	_____
C. Inattention	_____	_____
D. Smoking policy	_____	_____
E. Good housekeeping practices	_____	_____
F. Proper lifting techniques	_____	_____

NOTE TO EMPLOYEES: Do not sign unless ALL items are covered and ALL questions are satisfactorily answered.

The signatures below document that the appropriate elements have been discussed to the satisfaction of both parties, and that both the supervisor and the employee accept responsibility for maintaining a safe and healthful work environment.

Date: _____ Supervisor's Signature: _____

Date: _____ Employee's Signature: _____

Employee's Report of Injury Form

Instructions: Your employees may use this form to report all work related injuries, illnesses, or “near miss” events (which could have caused an injury or illness) – *no matter how minor*. This helps you to identify and correct hazards before they cause serious injuries. This form should be completed by employees as soon as possible and given to a supervisor for further action.

I am reporting a work related: ☐ Injury ☐ Illness ☐ Near miss	
Your Name:	
Job title:	
Supervisor:	
Have you told your supervisor about this injury/near miss? ☐ Yes ☐ No	
Date of injury/near miss:	Time of injury/near miss:
Names of witnesses (if any):	
Where, exactly, did it happen?	
What were you doing at the time?	
Describe step by step what led up to the injury/near miss. (continue on the back if necessary):	
What could have been done to prevent this injury/near miss?	
What parts of your body were injured? If a near miss, how could you have been hurt?	
Did you see a doctor about this injury/illness? ☐ Yes ☐ No	
If yes, whom did you see?	Doctor's phone number:
Date:	Time:
Has this part of your body been injured before? ☐ Yes ☐ No	
If yes, when?	Employer:
Your signature (optional):	Date:

Incident Investigation Report Form

Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness.
(Optional: Use to investigate a minor injury or near miss that *could have resulted in a serious injury or illness.*)

This is a report of a: ☐ Death ☐ Lost Time ☐ Dr. Visit Only ☐ First Aid Only ☐ Near Miss

Date of incident:

This report is made by: ☐ Employee ☐ Supervisor ☐ Team ☐ Final Report

Step 1: Injured employee (complete this part for each injured employee)

Name:

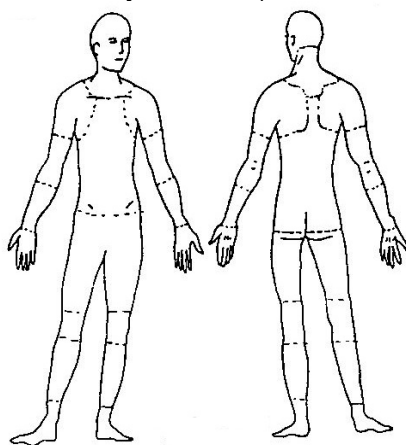
Sex: ☐ Male ☐ Female

Age:

Department:

Job title at time of incident:

Part of body affected: (shade all that apply)



Nature of injury: (most serious one)

- ☐ Abrasion, scrapes
- ☐ Amputation
- ☐ Broken bone
- ☐ Bruise
- ☐ Burn (heat)
- ☐ Burn (chemical)
- ☐ Concussion (to the head)
- ☐ Crushing Injury
- ☐ Cut, laceration, puncture
- ☐ Hernia
- ☐ Illness
- ☐ Sprain, strain
- ☐ Damage to a body system:
- ☐ Other _____

This employee works:

- ☐ Regular full time
- ☐ Regular part time
- ☐ Seasonal
- ☐ Temporary

Months with this employer

Months doing this job:

(e.g.: nervous, respiratory, or circulatory systems)

Step 2: Describe the incident

Exact location of the incident:

Exact time:

What part of employee's workday? ☐ Entering or leaving work ☐ Doing normal work activities
☐ During meal period ☐ During break ☐ Working overtime ☐ Other

Names of witnesses (if any):

Number of attachments:	Written witness statements:	Photographs:	Maps / drawings:
What personal protective equipment was being used (if any)?			
Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.			
Description continued on attached sheets: ☐			

Step 3: Why did the incident happen?	
Unsafe workplace conditions: (Check all that apply) ☐ Inadequate guard ☐ Unguarded hazard ☐ Safety device is defective ☐ Tool or equipment defective ☐ Workstation layout is hazardous ☐ Unsafe lighting ☐ Unsafe ventilation ☐ Lack of needed personal protective equipment ☐ Lack of appropriate equipment / tools ☐ Unsafe clothing ☐ No training or insufficient training ☐ Other: _____	Unsafe acts by people: (Check all that apply) ☐ Operating without permission ☐ Operating at unsafe speed ☐ Servicing equipment that has power to it ☐ Making a safety device inoperative ☐ Using defective equipment ☐ Using equipment in an unapproved way ☐ Unsafe lifting by hand ☐ Taking an unsafe position or posture ☐ Distraction, teasing, horseplay ☐ Failure to wear personal protective equipment ☐ Failure to use the available equipment / tools ☐ Other: _____
Why did the unsafe conditions exist?	
Why did the unsafe acts occur?	
Is there a reward (such as “the job can be done more quickly”, or “the product is less likely to be damaged”) that may have encouraged the unsafe conditions or acts? ☐ Yes ☐ No If yes, describe:	
Were the unsafe acts or conditions reported prior to the incident? ☐ Yes ☐ No	
Have there been similar incidents or near misses prior to this one? ☐ Yes ☐ No	

Step 4: How can future incidents be prevented?

What changes do you suggest to prevent this injury/near miss from happening again?

- ☐ Stop this activity
 ☐ Guard the hazard
 ☐ Train the employee(s)
 ☐ Train the supervisor(s)
- ☐ Redesign task steps
 ☐ Redesign work station
 ☐ Write a new policy/rule
 ☐ Enforce existing policy
- ☐ Routinely inspect for the hazard
 ☐ Personal Protective Equipment
 ☐ Other: _____

What should be (or has been) done to carry out the suggestion(s) checked above?

Description continued on attached sheets: ☐

Step 5: Who completed and reviewed this form? (Please Print)

Written by:

Title:

Department:

Date:

Names of investigation team members:

Reviewed by:

Title:

Date:

Minutes:

[illegible]

Crew Leader Comments:

.....

.....

.....

.....

Minutes taken by _____

SAFETY MEETING NOTICE

DATE: _____

TIME: _____

PLACE:

FALL PROTECTION WORK PLAN – SAMPLE ONE

INSTRUCTIONS

A written fall protection work plan must be implemented by each employer on a job site where a fall hazard of 10 feet or greater exists, in accordance with Department of Labor and Industries, WISHA Regulations. **The plan must be specific for each work site. THIS WORK PLAN WILL BE AVAILABLE ON THE JOB SITE FOR INSPECTION.** Attached is a sample of a model fall protection work plan that may be filled out by each employer who has employees exposed above 10 feet. The following steps will help you fill out your plan.

1. FILL OUT THE SPECIFIC JOB INFORMATION.

Company Name:

Job Name:	Date:
Job Address:	City:
Job Foreman:	Jobsite Phone:

2. FALL HAZARDS IN THE WORK AREA

INCLUDE LOCATIONS AND DIMENSIONS FOR HAZARDS

Elevator shaft:	Stairwell:
Leading edge:	Window opening:
Outside static line:	Roof eave height:
Perimeter edge:	Roof perimeter dimensions:
Other fall hazards in the work area:	

3. METHOD OF FALL ARREST OR FALL RESTRAINT

(For fall protection equipment include details, such as manufacturer etc.)

Full body harness:

Body belt (Restraint only):

Lanyard:

Dropline:

Lifeline:

Restraint line:

Horizontal lifeline:

Rope grab:

Deceleration device:

Shock absorbing lanyard:

Locking snap hooks:

Safety nets:

Guard rails:

Anchorage points:

Catch platform:

Scaffolding platform:

Safety monitor:

Name of monitor, if used:

Other:

4. ASSEMBLY, MAINTENANCE, INSPECTION,
DISASSEMBLY PROCEDURE

Assembly and disassembly of all equipment will be done according to manufacturers' recommended procedures. (Include copies of manufacturer's data for each specific type of equipment used.)

Specific types of equipment on the job are:

A visual inspection of all safety equipment will be done daily or before each use, as stated in the Employee Training Packet. Any defective equipment will be tagged and removed from use immediately. The manufacturer's recommendations for maintenance and inspection will be followed.

5. HANDLING, STORAGE & SECURING OF TOOLS AND MATERIAL

Toe boards will be installed on all scaffolding to prevent tools and equipment from falling from scaffolding.

Other specific handling, storage and securing is as follows:

6. OVERHEAD PROTECTION

Hard hats are required on all job sites with the exception of those that have no exposure to overhead hazards. Warning signs will be posted to caution of existing hazards whenever they are present. In some cases, debris nets may be used if a condition warrants additional protection.

Additional overhead protection will include:

Toe boards (at least 4 inches in height) will be installed along the edge of scaffolding and walking surfaces for a distance sufficient to protect employees below. Where tools, equipment or materials are piled higher than the top of the toe board, paneling or screening will be erected to protect employees below.

7. INJURED WORKER REMOVAL

Normal first aid procedures should be performed as the situation arises. If the area is safe for entry, the first aid should be done by a foreman or other certified individual.

Initiate Emergency Services – Dial 911 (where available)

Phone location:

First aid location:

Elevator location:

Crane location:

Other:

Location:

Rescue considerations. When personal fall arrest systems are used, the employer must assure that employees can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability.

Describe methods to be used for the removal of the injured worker(s):

8. TRAINING AND INSTRUCTION PROGRAM

All new employees will be given instructions on the proper use of fall protection devices before they begin work. They will sign a form stating they have been given this information. This form becomes part of the employee’s personnel file.

The written fall protection work plan will be reviewed before work begins on the job site. Those employees attending will sign below. The fall protection equipment use will be reviewed regularly at the weekly safety meetings.

Date: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Foreman or Job Superintendent: _____

Prior to permitting employees into areas where fall hazards exist, all employees must be trained regarding fall protection work plan requirements. Inspection of fall protection devices/systems must be made to ensure compliance with OSHA .

Fall Protection Work Plan Sample Two - Instructions

Why do I need a fall protection work plan?

- Falls from elevation are a major cause of injuries in the construction industry.
- WISHA Regulations require you to evaluate your worksite to identify fall hazards.
- You must then eliminate or control the fall hazards you identify.
- If fall hazards of 10 feet or more exist, you must provide a written plan which identifies:
 - All fall hazards in the work area
 - The methods you and your employees will use to eliminate and control them
 - Correct procedures for assembly, maintenance, inspection, and disassembly of fall protection systems used
 - Correct procedures for handling, storage, and securing of tools and materials
 - The method of providing overhead protection
 - The method for prompt, safe removal of injured workers
 - Training methods for the employees working on the jobsite
- The fall protection work plan must be specific to the work site
- The fall protection work plan must be available on the work site for review
- The documentation of training must be available on the work site for review

How do I write the plan?

- Use the attached template to assist you
- Have a “competent employee” complete the template to make it work site specific
- Customize the template as needed by adding missing information and/or deleting unnecessary information
- **NOTE: The plan form and individual site plans must accurately describe the conditions at your worksite and the methods you will use. A compliance officer will, in addition to ensuring that your plan contains all the required elements, determine if it describes what you actually do. If it does not, you may be subject to citation and monetary penalty!**

Fall Protection Work Plan

Fall Hazard Identification and Protection Selection Worksheet

On the table below, identify each fall hazard of 10 feet or more that exists or will exist during this construction project and then select the protection method from the options identified below the table.

✓	Hazard Type	General Location(s)	Fall Protection Method	Overhead Protection Method
	Roof > 4/12 Pitch			
	Roof < 4/12 Pitch			
	Skylight Openings			
	Roof Openings			
	Floor Openings			
	Window Openings			
	Open-sided Floors			
	Decks			
	Balconies			
	Leading Edge Work			
	Mobile Lift Work			
	Excavation Edges			
	Grade Drop-Offs			
	Other _____			

Fall Protection Methods: Select a fall protection method from the list below for each hazard identified above. Assembly and implementation instructions for the method(s) used are located elsewhere in this document.

Standard Guardrails	Fall Arrest Harness	Fall Restraint Harness/Belt
Warning Line System	Safety Net	Cover or Hatch
Warning Line & Safety Monitor	Positioning Belt	Other: _____

Overhead Hazard Protection Methods: For each overhead hazard identified, specify the method(s) of protection for workers below. Refer to the "Overhead Protection" Section of this plan for any special installation instructions.

Hard Hats Required	Screens on Guardrails
Overhead Hazard Signs	Barricade to Control Access to Area
Debris Nets	Other: _____
Toe Boards on Guardrails	Other: _____

Fall Protection Work Plan

Fall Protection System Assembly and Maintenance

Fall protection systems will be assembled and maintained according to manufacturer's instructions when using a manufactured system. A copy of those instructions is available on-site for reference. Any fall protection system used will meet OSHA regulations. Assembly and maintenance instructions unique to this worksite such as components, placement of systems, anchor points, areas where systems are particularly subject to damage, etc., are specified below.

Standard Guardrails must:

- be 39" to 45" above the work surface at top rail with midrail and toe board.
- be able to withstand 200 pounds of pressure on the top rail in any direction.
- not have significant deflection.
- be inspected regularly for damaged or missing components.

Note: A guardrail does not protect a person standing on a ladder, box, or other surface above the work surface.

Post Material: _____

Rail Material: _____

Post Spacing (8' max): _____

Anchor Method: _____

Other Instructions: _____

Fall Arrest Harness:

- Must have anchor points capable of withstanding a 5000 pound shock unless a deceleration device in use limits fall to 2 feet, in which case a 3000 pound anchor point may be used.
- Free fall may not exceed 6'.
- A lower level may not be contacted during a fall.
- Lifelines must be placed or protected to prevent abrasion damage.
- Snap hooks may not be connected to each other, or to loops in webbing.
- Inspect components for deformation, wear, and mildew.

System Component List: _____

Anchor Point at this worksite: _____

Configuration and placement sketch attached? Yes _____ No _____

Other Instructions: _____

Positioning Belt:

- Employees must not be able to fall more than 2 feet.
- The anchorage must be able to sustain 4 times the intended load.
- Snap hooks must not be connected to each other, or to loops in webbing.

System Component List: _____

Anchor Point at this worksite: _____

Other Instructions: _____

Fall Protection Work Plan

Fall Restraint Harness/Belt:

Anchor points:

- must withstand 4 times the intended load.
- must ***always*** prevent a free fall from the work surface. (Several alternate anchor points may be necessary to achieve this requirement.)
- Inspect components for deformation, wear and mildew.

System Component List: _____

Anchor Point at this worksite: _____

Configuration and placement sketch attached? Yes _____ No _____

Other Instructions: _____

Safety Nets must:

- be installed within 30 feet vertically of the work surface.
- extend out from the outermost projection of the work surface as specified below.
- must be tested or certified to withstand a 400 pound object dropped from the highest work surface.
- Mesh at any point must not exceed 36 square inches with the largest opening being 6 inches side to side.
- Inspect weekly for mildew, wear or damage and remove any objects in net as soon as possible.

A person falling into the net cannot contact any object below the net.

System Component List: _____

Anchor Point at this worksite: _____

Maximum Fall Distance from Work Surface to Net: _____ Feet

Distance from Outer Edge of Net to Outermost Edge of Work Surface:

_____ Up to 5' Fall = 8 Feet _____ 5' to 10' Fall = 10 Feet _____ > 10' Fall = 13 Feet

Configuration and placement sketch attached? Yes _____ No _____

Other Instructions: _____

Covers or Hatches must:

- Be able to support twice the weight of employees and equipment that would be on it at the same time or twice the maximum axle load of the largest vehicle that would cross it.
- Be secured to prevent accidental displacement.
- Be marked with the word "Cover" or "Hole".

Material to use: _____

Other Instructions: _____

Fall Protection Work Plan

Warning Line Systems must:

- Block access to all fall hazards in the work area.
- Be placed 6 feet back from the edge.
- Be made of rope wire or chain between 39" and 45" above the surface height.
- Be flagged at 6 foot intervals
- Be attached to stanchions such that pulling on one section of chain will not take up slack in the other sections.
- Have stanchions that are able to withstand a 16-pound force applied horizontally at 30" high.

System Component List: _____

Configuration and placement sketch attached? Yes _____ No _____

Other Instructions: _____

Controlled Access Zones must:

- Meet the "Warning Line System" requirements described above, 6' to 25' back from the edge plus the following when employees work between the fall hazard and the warning line ("control zone").
- Have a competent person designated as "Monitor" who
 - Wears a high-visibility vest marked "Monitor".
 - Is in visual and voice range of employees in the control zone
 - Is on the same working surface
 - Has no other duties except watching, warning and directing employees regarding fall hazards.
 - Has a maximum of eight employees working in the control zone (all of whom also wear high-visibility vests and are easily distinguishable from the Monitor).

This system is not to be used in adverse weather conditions such as snow, rain, or high wind, nor after dark.

Monitor(s): _____

Control Zone Employees:

_____	_____
_____	_____
_____	_____
_____	_____

Other Fall Protection System: Provide a description of how the system is to be assembled, disassembled, operated, inspected, and maintained, including specifications for materials to be used in its construction:

Fall Protection Work Plan

Emergencies and Injuries:

First Aid Trained Employee(s) On Site:

Name: _____ Title: _____

Name: _____ Title: _____

First Aid Kit Location(s): _____

Nearest Medical Facility: _____

Emergency Services Phone Numbers:

Medical: _____ Fire: _____ Police: _____

Location of Nearest Telephone: _____

If a crew member is injured at elevation, the supervisor will evaluate the employee’s condition and administer first aid. Emergency services will be called as needed. If an injured employee can’t return to ground level, the employee will be brought down to a lower level by emergency services. The following equipment is available on site to facilitate lowering the injured worker:

Employee Training:

All employees must be instructed on the provisions of this plan and have been trained in the proper use of the fall protection equipment involved. By signing this document, the employees acknowledge that they understand the plan and have been trained in the use of the equipment.

Name:	Signature:	Date:

The competent person’s signature verifies that the hazard analysis has been done, the employees informed of the plan’s provisions and that employees have received training in the fall protection systems in use:

Name:	Signature:	Date:
-------	------------	-------

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Safety Belt, Harness and Lanyard Inspection and Maintenance

I. ANSI Classification:

- Class I Body belts – used to restrain a person from falling.
- Class II Chest harness – used for restraint purposes (NOT for vertical free fall hazards).
- Class III Full body harness – used for fall arrest purposes. Can also be used for fall restraint.
- Class IV Suspension/position belt – used to suspend or support the worker. If a fall arrest hazard exists this must be supplemented by use of a safety harness.

II. Inspection Guidelines:

To maintain their service life and high performance, all belts and harnesses must be inspected prior to each use for mildew, wear, damage and other deteriorations. Visual inspection before each use is just common sense. Periodic tests by a trained inspector for wear, damage or corrosion should be part of the safety program. Inspect your equipment daily and replace it if any of the defective conditions in this manual are found.

Belt inspection:

1. Beginning at one end, holding the body side of the belt toward you, grasp the belt with your hands six to eight inches apart. Bend the belt in an inverted “U”. The resulting surface tension makes damaged fibers or cuts easier to see.
2. Follow this procedure the entire length of the belt or harness. Watch for frayed edges, broken fibers, pulled stitches, cuts, or chemical damage.
3. Special attention should be given to the attachment of buckles and Dee Rings to webbing. Note any unusual wear, frayed or cut fibers, or distortion of the buckles or Dees.
4. Inspect for frayed or broken strands. Broken webbing strands generally appear as tufts on the webbing surface. Any broken, cut, or burned stitches will be readily seen.
5. Rivets should be tight and immovable with fingers. Body side rivet base and outside rivet burr should be flat against the material. Bent rivets will fail under stress.

Especially note condition of Dee Ring rivets and Dee Ring metal wear pads (if any). Discolored, pitted or cracked rivets indicate chemical corrosion.

6. The tongue, or billet, of the belt receives heavy wear from repeated buckling and unbuckling. Inspect for loose, distorted, or broken grommets. Belts using punched holes without grommets should be checked for torn or elongated holes, causing slippage of the buckle tongue.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Safety Belt, Harness and Lanyard Inspection and Maintenance cont'd

7. Tongue Buckle:

Buckle tongues should be free of distortion in shape and motion. They should overlap the buckle frame and move freely back and forth in their socket. Roller should turn freely on frame. Check for distortion or sharp edges.

8. Friction Buckle:

Inspect the buckle for distortion. The outer bars and center bars must be straight. Pay special attention to corners and attachment to points of the center bar.

9. Sliding Bar Buckle:

Inspect buckle frame and sliding bar for cracks, distortions, or sharp edges.

Sliding bar should move freely. Knurled edge will slip if worn smooth. Pay special attention to corners and ends of sliding bar.

Lanyard inspection:

When inspecting lanyards, begin at one end and work to the opposite end. Slowly rotate the lanyard so that the entire circumference is checked. Spliced ends require particular attention. Hardware should be examined under procedures also detailed below, i.e., Snaps, Dee Ring, and Thimbles.

1. Steel

While rotating the steel lanyard, watch for cuts, frayed areas, or unusual wearing patterns on the wire. Broken strands will separate from the body of the lanyards.

2. Webbing

While bending webbing over a pipe or mandrel, observe each side of the webbed lanyard. This will reveal any cuts or breaks. Swelling, discolorations, cracks, and charring are obvious signs of chemical or heat damage. Observe closely for any breaks in stitching.

3. Rope

Rotation of the rope lanyard while inspecting from end to end will bring to light any fuzzy, worn, broken, or cut fibers. Weakened areas from extreme loads will appear as a noticeable change in original diameter. The rope diameter should be uniform throughout, following a short break-in-period.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations

Below are guidelines for worker protection where fall arrest or fall restraint systems are used.

1. Selection and use considerations:

The kind of personal fall arrest system selected should match the particular work situation, and any possible free fall distance should be kept to a minimum. Consideration should be given to the particular work environment. For example, the presence of acids, dirt, moisture, oil, grease, etc., and their effect on the system, should be evaluated. Hot or cold environments may also have an adverse affect on the system. Wire rope should not be used where an electrical hazard is anticipated. As required by the standard, the employer must plan to have means available to promptly rescue an employee should a fall occur, since the suspended employee may not be able to reach a work level independently.

Where lanyards, connectors, and lifelines are subject to damage by work operations such as welding, chemical cleaning, and sandblasting, the component should be protected, or other securing systems should be used. The employer should fully evaluate the work conditions and environment (including seasonal weather changes) before selecting the appropriate personal fall protection system. Once in use, the system's effectiveness should be monitored. In some cases, a program for cleaning and maintenance of the system may be necessary.

2. Testing considerations:

Before purchasing or putting into use a personal fall arrest system, an employer should obtain from the supplier information about the system based on its performance during testing so that the employer can know if the system meets this standard. Testing should be done using recognized test methods. Not all systems may need to be individually tested; the performance of some systems may be based on data and calculations derived from testing of similar systems, provided that enough information is available to demonstrate similarity of function and design.

3. Component compatibility considerations:

Ideally, a personal fall arrest system is designed, tested, and supplied as a complete system. However, it is common practice for lanyards, connectors, lifelines, deceleration devices, and body harnesses to be interchanged since some components wear out before others. The employer and employee should realize that not all components are interchangeable. For instance, a lanyard should not be connected between a body harness and a deceleration device of the self-retracting type since this can result in additional free fall for which the system was not designed. Any substitution or change to a personal fall arrest system should be fully evaluated or tested by a competent person to determine that it meets the standard, before the modified system is put in use.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations cont'd

4. Employee training considerations:

Thorough employee training in the selection and use of personal fall arrest systems is imperative. As stated in the standard, before the equipment is used, employees must be trained in the safe use of the system. This should include the following: Application limits; proper anchoring and tie-off techniques; estimation of free fall distance, including determination of deceleration distance, and total fall distance to prevent striking a lower level; methods of use; and inspection and storage of the system. Careless or improper use of the equipment can result in serious injury or death. Employers and employees should become familiar with this material, as well as manufacturer's recommendations, before a system is used. Of uppermost importance is the reduction in strength caused by certain tie-offs (such as using knots, tying around sharp edges, etc.) and maximum permitted free fall distance. Also, to be stressed are the importance of inspections prior to use, the limitations of the equipment, and unique conditions at the worksite which may be important in determining the type of system to use.

5. Instruction considerations:

Employers should obtain comprehensive instructions from the supplier as to the system's proper use and application, including, where applicable:

- a. The force measured during the sample force test;
- b. The maximum elongation measured for lanyards during the force test;
- c. The deceleration distance measured for deceleration devices during the force test;
- d. Caution statements on critical use limitations;
- e. Application limits;
- f. Proper hook-up, anchoring and tie-off techniques, including the proper dee-ring or other attachment point to use on the body harness for fall arrest;
- g. Proper climbing techniques;
- h. Methods of inspection, use, cleaning, and storage; and
- i. Specific lifelines that may be used. This information should be provided to employees during training.

6. Inspection considerations:

Personal fall arrest systems must be regularly inspected. Any component with any significant defect, such as cuts, tears, abrasions, mold, or undue stretching; alterations or additions which might affect its efficiency; damage due to deterioration; contact with fire, acids, or other corrosives; distorted hooks or faulty hook springs; tongues unfitted to the shoulder of buckles; loose or damaged mountings; nonfunctioning parts; or wearing or internal deterioration in the ropes must be withdrawn from service immediately, and should be tagged or marked as unusable, or destroyed.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations cont'd

7. Rescue considerations:

When personal fall arrest systems are used, the employer must assure that employees can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability.

8. Tie-off considerations:

- a. One of the most important aspects of personal fall protection systems is fully planning the system before it is put into use. Probably the most overlooked component is planning for suitable anchorage points. Such planning should ideally be done before the structure or building is constructed so that anchorage points can be incorporated during construction for use later for window cleaning or other building maintenance. If properly planned, these anchorage points may be used during construction, as well as afterwards.
- b. Employers and employees should at all times be aware that the strength of a personal fall arrest system is based on its being attached to an anchoring system which does not significantly reduce the strength of the system (such as a properly dimensioned eye-bolt/snap-hook anchorage). Therefore, if a means of attachment is used that will reduce the strength of the system, that component should be replaced by a stronger one, but one that will also maintain the appropriate maximum arrest force characteristics.
- c. Tie-off using a knot in a rope lanyard or lifeline (at any location) can reduce the lifeline or lanyard strength by 50 percent or more. Therefore, a stronger lanyard or lifeline should be used to compensate for the weakening effect of the knot, or the lanyard length should be reduced (or the tie-off location raised) to minimize free fall distance, or the lanyard or lifeline should be replaced by one which has an appropriately incorporated connector to eliminate the need for a knot.
- d. Tie-off of a rope lanyard or lifeline around an "H" or "I" beam or similar support can reduce its strength as much as 70 percent due to the cutting action of the beam edges. Therefore, a webbing lanyard or wire core lifeline should be used around the beam; or the lanyard or lifeline should be protected from the edge; or free fall distance should be greatly minimized.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations cont'd

- e. Tie-off where the line passes over or around rough or sharp surfaces reduces strength drastically. Such a tie-off should be avoided or an alternative tie-off rigging should be used. Such alternatives may include use of a snap-hook/dee-ring connection, wire rope tie-off, an effective padding of the surfaces, or an abrasion-resistance strap around or over the problem surface.
- f. Horizontal lifelines may, depending on their geometry and angle of sag, be subjected to greater loads than the impact load imposed by an attached component. When the angle of horizontal lifeline sag is less than 30 degrees, the impact force imparted to the lifeline by an attached lanyard is greatly amplified. For example, with a sag angle of 15 degrees, the force amplification is about 2:1 and at 5 degrees sag, it is about 6:1. Depending on the angle of sag, and the line's elasticity, the strength of the horizontal lifeline and the anchorages to which it is attached should be increased a number of times over that of the lanyard. Extreme care should be taken in considering a horizontal lifeline for multiple tie-offs. The reason for this is that in multiple tie-offs to a horizontal lifeline, if one employee falls, the movement of the falling employee and the horizontal lifeline during arrest of the fall may cause other employees to also fall. Horizontal lifeline and anchorage strength should be increased for each additional employee to be tied-off. For these and other reasons, the design of systems using horizontal lifelines must only be done by qualified persons. Testing of installed lifelines and anchors prior to use is recommended.
- g. The strength of an eye-bolt is rated along the axis of the bolt and its strength is greatly reduced if the force is applied at an angle to this axis (in the direction of shear). Also, care should be exercised in selecting the proper diameter of the eye to avoid accidental disengagement of snap-hooks not designed to be compatible for the connection.
- h. Due to the significant reduction in the strength of the lifeline/lanyard (in some cases, as much as a 70 percent reduction), the sliding hitch knot should not be used for lifeline/lanyard connections except in emergency situations where no other available system is practical. The "one-and-one" sliding hitch knot should never be used because it is unreliable in stopping a fall. The "two-and-two," or "three-and-three" knot (preferable), may be used in emergency situations; however, care should be taken to limit free fall distance to a minimum because of reduced lifeline/lanyard strength.

9. Vertical lifeline considerations.

As required by the standard, each employee must have a separate lifeline when the lifeline is vertical. The reason for this is that in multiple tie-offs to a single lifeline, if one employee falls, the movement of the lifeline during the arrest of the fall may pull other employees' lanyards, causing them to fall as well.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations cont'd

10. Snap-hook considerations:

- a. Required by this standard for all connections, locking snap-hooks incorporate a positive locking mechanism in addition to the spring loaded keeper, which will not allow the keeper to open under moderate pressure without someone first releasing the mechanism. Such a feature, properly designed, effectively prevents roll-out from occurring.
- b. The following connections must be avoided (unless properly designed locking snap-hooks are used) because they are conditions which can result in roll-out when a nonlocking snap-hook is used:
 - Direct connection of a snap-hook to a horizontal lifeline.
 - Two (or more) snap-hooks connected to one dee-ring.
 - Two snap-hooks connected to each other.
 - A snap-hook connected back on its integral lanyard.
 - A snap-hook connected to a webbing loop or webbing lanyard.
 - Improper dimensions of the dee-ring, rebar, or other connection point in relation to the snap-hook dimensions which would allow the snap-hook keeper to be depressed by a turning motion of the snap-hook.

11. Free fall considerations:

The employer and employee should at all times be aware that a system's maximum arresting force is evaluated under normal use conditions established by the manufacturer, and in no case using a free fall distance in excess of 6 feet (1.8 m). A few extra feet of free fall can significantly increase the arresting force on the employee, possibly to the point of causing injury. Because of this, the free fall distance should be kept at a minimum, and, as required by the standard, in no case greater than 6 feet (1.8 m). To help assure this, the tie-off attachment point to the lifeline or anchor should be located at or above the connection point of the fall arrest equipment to harness. (Since otherwise additional free fall distance is added to the length of the connecting means (i.e. lanyard).) Attaching to the working surface will often result in a free fall greater than 6 feet (1.8 m). For instance, if a 6-foot (1.8 m) lanyard is used, the total free fall distance will be the distance from the working level to the body harness attachment point plus the 6 feet (1.8 m) of lanyard length. Another important consideration is that the arresting force that the fall system must withstand also goes up with greater distances of free fall, possibly exceeding the strength of the system.

FALL PROTECTION TRAINING GUIDE FOR EMPLOYEES

Fall Protection System Considerations cont'd

12. Elongation and deceleration distance considerations.

Other factors involved in a proper tie-off are elongation and deceleration distance. During the arresting of a fall, a lanyard will experience a length of stretching or elongation, whereas activation of a deceleration device will result in a certain stopping distance. These distances should be available with the lanyard or device's instructions and must be added to the free fall distance to arrive at the total fall distance before an employee is fully stopped. The additional stopping distance may be very significant if the lanyard or deceleration device is attached near or at the end of a long lifeline, which may itself add considerable distance due to its own elongation. As required by the standard, sufficient distance to allow for all of these factors must also be maintained between the employee and obstructions below, to prevent an injury due to impact before the system fully arrests the fall. In addition, a minimum of 12 feet (3.7 m) of lifeline should be allowed below the securing point of a rope grab type deceleration device, and the end terminated to prevent the device from sliding off the lifeline. Alternatively, the lifeline should extend to the ground or the next working level below. These measures are suggested to prevent the worker from inadvertently moving past the end of the lifeline and having the rope grab become disengaged from the lifeline.

13. Obstruction considerations:

The location of the tie-off should also consider the hazard of obstructions in the potential fall path of the employee. Tie-offs that minimize the possibilities of exaggerated swinging should be considered.

14. Other considerations:

Because of the design of some personal fall arrest systems, additional considerations may be required for proper tie-off. For example, heavy deceleration devices of the self-retracting type should be secured overhead in order to avoid the weight of the device having to be supported by the employee. Also, if self-retracting equipment is connected to a horizontal lifeline, the sag in the lifeline should be minimized to prevent the device from sliding down the lifeline to a position that creates a swing hazard during fall arrest. In all cases, manufacturer's instructions should be followed.

Construction Self-Inspection Guide

- ☐ **Power lines:** Minimum 10' clearance / insulate – de-energize, under 50 kw; over 50 kw – refer to Chapter 155
- ☐ **Trench/excavation:** Any trench four feet or more must be sloped, shored or braced
- ☐ **Guardrails:** Any opening four feet or more above ground level must be guarded
- ☐ **Standard guardrail:** Top rail = 39" to 45" above working surface. Midrail = halfway between top rail and floor. Toe board = 4".
- ☐ **Scaffold:** Fully planked
- ☐ **Scaffold:** Fall protection provided if fall hazards over 10 feet exist
- ☐ **Stairs:** Four or more risers must have handrails
- ☐ **Fall protection:** Any exposure to fall hazards of 10' or greater must be eliminated by the use of safety harness/belt, lanyard or lifeline, horizontal lines, or cantenary lines. Positive fall restraint/protection must be utilized at all times. Two lanyards may be necessary at the beam/upright traverse points. No exposure at any time is allowed.
- ☐ **Fall protection work plan:** Job specific, in writing; available on-site for all fall hazards above 10'.
- ☐ **Open belts and pulleys, chains and sprockets, points of operation** must be guarded to prevent accidental contact. Air compressors and electric motor pulleys are the most common hazards.
- ☐ **Radial saws:** Cutting head must return easily to start position when released; blade must not extend past the edge of the worktable; off/on switch should be at front of operator's position.
- ☐ **Table saws:** Upper hood guard; anti-kickback, push stick, belt and pulley guarded
- ☐ **Circular saws:** Blade guard instantly returns to covering position
- ☐ **Never wedge or pin a guard.**
- ☐ **Chain saw:** Ballistic nylon leg protection; eye, ear, face protection; hard hat
- ☐ **Angle grinders:** 180-degree guard required
- ☐ **Ladders:** Extended 36" above landing and secured to prevent displacement
- ☐ **Articulating boomlift:** Safety harness and lanyard at all times
- ☐ **Floor holes/openings:** Covered and secured; be sure no tripping hazards in the area.
- ☐ **Extension cords/electric power tools:** Marked/covered by Assured Grounding Program
- ☐ **Clothing:** Minimum of short sleeve shirts, long pants, and substantial footwear; no recreational shoes
- ☐ **Hard hats:** readily accessible at all times; worn when overhead hazard exists
- ☐ **Oxygen/acetylene storage areas:** Cylinders chained and separated
- ☐ **Personal protective equipment:** Head, eye, ear, respiratory, and leg protection – high visibility vests when required
- ☐ **Housekeeping:** Workers are responsible for their own area of exposure
- ☐ **First aid/fire extinguishers:** Available and readily accessible
- ☐ **First aid trained personnel:** Minimum of one person on-site at all times with first aid CPR training.
- ☐ **Accident Prevention Program:** In written format
- ☐ **Crew Leader Meetings:** At beginning of each job and at least weekly thereafter. Documented
- ☐ **Chemical hazard communication program**

Safety and Health Inspection Check List – Sample 1

Job site: _____ Date: _____

This format is intended only as a reminder to look for unsafe practices, potential and/or near miss incidents.

(S) indicates Satisfactory

(U) indicates Unsatisfactory

Date of inspection/walk around												
Machinery												
Point of operation guard												
Belts, pulleys, gears, shafts, etc.												
Oiling, cleaning, and adjusting												
Maintenance and oil leaks												
Pressure equipment												
Steam equipment												
Air Receivers and Compressors												
Gas cylinders and hoses												
Unsafe Practices												
Excessive speed of vehicles												
Improper lifting												
Smoking in dangerous places												
Horseplay												
Running in aisles or on stairs												
Improper use of air hoses												
Removing machine guards												
Working under suspended loads												
Working on machines in motion												
First aid												
First aid kits												
Stretchers and fire blankets												
Emergency showers												
Eyewash stations												
All injuries and illnesses reported												
Hazard Communications												
Acids and caustics												
Solvents												
Dusts, vapors, or fumes												
Radiation												
New chemicals/processes												

Safety and Health Inspection Check List – continued

Job site: _____ Date: _____

(S) indicates Satisfactory

(U) indicates Unsatisfactory

Date of inspection/walk around													
Tools													
Power tools, wiring and grounding													
Hand tools (condition)													
Use and storage of tools													
Personal protective equipment													
Goggles or face shield													
Substantial footwear													
Hard hats													
Gloves													
Respirators													
Fall protection equipment													
Other protective clothing													
Fire protection													
Extinguishing equipment													
Exits, stairs, and signs													
Storage of flammable materials													
Material Handling Equipment													
Power trucks and hand trucks													
Elevators													
Cranes and hoists													
Conveyors													
Cables, ropes, chains, slings													
Housekeeping													
Aisles, stairs and floors													
Storage and piling of materials													
Wash and locker rooms													
Light and ventilation													
Disposal of water													
Yards and parking lots													
Bulletin boards													
Only safety and health materials posted													
Neat and attractive													
Display regularly changed													
Well-illuminated													

Safety and Health Inspection Check List – Sample 2

A = Adequate at time of inspection

B = Needs immediate attention

A

B

1. JOB SITE INFORMATION

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | WISHA and other job site warning posters posted |
| ☐ | ☐ | Scheduled safety meetings held and documented |
| ☐ | ☐ | Adequate employee training – general and specific |
| ☐ | ☐ | Medical services, first aid equipment, stretchers and a qualified first aider available |
| ☐ | ☐ | Emergency telephone numbers posted (medical services, fire department, police) |

2. HOUSEKEEPING AND SANITATION

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Working areas generally neat |
| ☐ | ☐ | Waste and trash regularly disposed |
| ☐ | ☐ | Enclosed chute provided when material dropped outside of building from over 20 feet |
| ☐ | ☐ | Lighting adequate for all work tasks |
| ☐ | ☐ | Projecting nails removed or bent over |
| ☐ | ☐ | Oil and grease removed from walkways and stairs |
| ☐ | ☐ | Waste containers provided and used |
| ☐ | ☐ | Sanitary facilities adequate and clear |
| ☐ | ☐ | Potable water available for drinking |
| ☐ | ☐ | Disposable drinking cups and container for used cups provided |

3. FIRE PREVENTION

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Fire protection program developed |
| ☐ | ☐ | Fire instructions provided to personnel |
| ☐ | ☐ | Proper type and number of fire extinguishers, identified, checked and accessible |
| ☐ | ☐ | Phone number of fire department posted |
| ☐ | ☐ | Hydrants clear, access open |
| ☐ | ☐ | NO SMOKING signs posted and enforced where needed |
| ☐ | ☐ | Temporary heating devices safe. Adequate ventilation provided |

4. ELECTRICAL INSTALLATIONS

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Adequate wiring, well insulated, grounded, protected from damage |
| ☐ | ☐ | Assured grounding program followed (OR) |
| ☐ | ☐ | Ground fault circuit interrupters used |
| ☐ | ☐ | Terminal boxes equipped with required covers |

5. HAND TOOLS

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Proper tools being used for each job |
| ☐ | ☐ | Safe carrying practices used |
| ☐ | ☐ | Company and employees' tools regularly inspected and maintained |

Safety and Health Inspection Check List – continued

A = Adequate at time of inspection

B = Needs immediate attention

A

B

6. POWER TOOLS

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Good housekeeping where tools are used |
| ☐ | ☐ | Tools and cords in good condition |
| ☐ | ☐ | Proper grounding of all tools (OR) |
| ☐ | ☐ | Double insulated tools used |
| ☐ | ☐ | Proper instruction in use provided |
| ☐ | ☐ | All mechanical guards in use |
| ☐ | ☐ | Tools neatly stored when not in use. |
| ☐ | ☐ | Right tool being used for the job at hand |
| ☐ | ☐ | Wiring properly installed |

7. POWDER-ACTUATED TOOLS

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | All operators licensed |
| ☐ | ☐ | Tools and charges protected from unauthorized use |
| ☐ | ☐ | Competent instruction and supervision provided |
| ☐ | ☐ | Tools used only on recommended materials |
| ☐ | ☐ | Flying hazards checked by backing up, removal of personnel, or use of captive stud tool |

8. LADDERS

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Ladders inspected and in good condition |
| ☐ | ☐ | Ladders properly secured to prevent slipping, sliding or falling |
| ☐ | ☐ | Side rails extended 36" above the top of landing |
| ☐ | ☐ | Job-built ladders properly constructed |
| ☐ | ☐ | Stepladders fully open when in use |
| ☐ | ☐ | Metal ladders not used around electrical hazards |
| ☐ | ☐ | Ladders not painted |
| ☐ | ☐ | Ladders properly stored |
| ☐ | ☐ | Ladder safety feet in use |

9. HEAVY EQUIPMENT

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Inspection and maintenance records up to date |
| ☐ | ☐ | Lights, brakes, warning signals operative |
| ☐ | ☐ | Wheels chocked when necessary |
| ☐ | ☐ | Haul roads well maintained and properly laid out |
| ☐ | ☐ | Equipment is properly secured when not in use |
| ☐ | ☐ | Shut-off devices on hose air lines, in case of hose failure |
| ☐ | ☐ | Noise arrestors in use |
| ☐ | ☐ | ROPS in place |

Safety and Health Inspection Check List – continued

A = Adequate at time of inspection

B = Needs immediate attention

A

B

10. SCAFFOLDING

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Erection properly supervised |
| ☐ | ☐ | All structural members meet safety factors |
| ☐ | ☐ | All connections secure |
| ☐ | ☐ | Scaffold tied in to the structure when required |
| ☐ | ☐ | Working areas free of debris, snow, ice and grease |
| ☐ | ☐ | Foot sills and mud sills provided |
| ☐ | ☐ | Workers protected from falling objects |
| ☐ | ☐ | Scaffolds plumb and square, with cross-bracing |
| ☐ | ☐ | Guard rails, intermediate rails, and toeboards in place |
| ☐ | ☐ | Adequate, sound planking provided |
| ☐ | ☐ | Scaffold equipment in good working order |
| ☐ | ☐ | Ropes and cables in good condition |

11. MOTOR VEHICLES

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Roadways or walkway hazards effectively barricaded |
| ☐ | ☐ | Barricades illuminated or reflectorized at night |
| ☐ | ☐ | Traffic control devices used when appropriate |
| ☐ | ☐ | Inspection and maintenance records up to date |
| ☐ | ☐ | Operators qualified for vehicles in use |
| ☐ | ☐ | Local and state vehicle laws and regulations observed |
| ☐ | ☐ | Brakes, lights, warning devices operative |
| ☐ | ☐ | Weight limits and load sizes controlled |
| ☐ | ☐ | Personnel transported in a safe manner |
| ☐ | ☐ | All glass in good condition |
| ☐ | ☐ | Back-up signals provided |
| ☐ | ☐ | Fire extinguishers installed where required |
| ☐ | ☐ | SLOW MOVING VEHICLE signs used when required |

12. HOISTS, CRANES AND DERRICKS

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Cables and sheaves regularly inspected |
| ☐ | ☐ | Slings and chains, hooks and eyes inspected before each use |
| ☐ | ☐ | Equipment firmly supported |
| ☐ | ☐ | Outriggers used if needed |
| ☐ | ☐ | Power lines inactivated, removed, or at a safe distance |
| ☐ | ☐ | Proper loading for capacity at lifting radius. Rated load capacities posted? |
| ☐ | ☐ | All equipment properly lubricated and maintained |
| ☐ | ☐ | Signalpersons where needed |
| ☐ | ☐ | Signals posed, understood, and observed |
| ☐ | ☐ | Inspection and maintenance logs maintained |
| ☐ | ☐ | Hazard signs posted and visible to operator |

Safety and Health Inspection Check List – continued

A = Adequate at time of inspection

B = Needs immediate attention

A

B

13. BARRICADES

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Floor and wall openings planked over or barricaded |
| ☐ | ☐ | Roadways or walkway hazards effectively barricaded |
| ☐ | ☐ | Barricades illuminated or reflectorized at night |
| ☐ | ☐ | Traffic control devices used when appropriate |

14. HANDLING AND STORAGE OF MATERIALS

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Materials properly stored or stacked |
| ☐ | ☐ | Passageways clear |
| ☐ | ☐ | Stacks on firm footings, not too high |
| ☐ | ☐ | Materials protected against weather conditions |
| ☐ | ☐ | Trash chutes safeguarded and properly used |
| ☐ | ☐ | Dust protection observed |
| ☐ | ☐ | Traffic controlled in the storage area |

15. EXPLOSIVES

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Qualified operators and supervision during all explosives operations |
| ☐ | ☐ | Proper transport vehicles as required by Department of Transportation and WISHA |
| ☐ | ☐ | State and local laws and regulations observed |
| ☐ | ☐ | Storage magazines constructed per regulations |
| ☐ | ☐ | Cases opened ONLY with wooden tools |
| ☐ | ☐ | NO SMOKING signs posted and observed where appropriate |
| ☐ | ☐ | Detonators tested before each shot |
| ☐ | ☐ | All personnel familiar with signals; signals properly used at all times |
| ☐ | ☐ | Inspection after each shot |
| ☐ | ☐ | Proper protection and accounting for all explosives at all times |
| ☐ | ☐ | Proper disposition of wrappings, waste, and scrap |
| ☐ | ☐ | Nearby residents advised of blasting and danger |
| ☐ | ☐ | Radio frequency hazards checked |

16. WELDING AND CUTTING

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Operators qualified |
| ☐ | ☐ | Screens and shields used when needed |
| ☐ | ☐ | Goggles, welding helmets, gloves, clothing used as required |
| ☐ | ☐ | Equipment in safe operating condition |
| ☐ | ☐ | Electrical equipment grounded |
| ☐ | ☐ | Power cables and hoses protected and in good repair |
| ☐ | ☐ | Fire extinguishers of proper type nearby |
| ☐ | ☐ | Surrounding area inspected for fire hazards |
| ☐ | ☐ | Flammable materials protected or removed |
| ☐ | ☐ | Gas cylinders secured upright |
| ☐ | ☐ | Cylinder caps in use |

Safety and Health Inspection Check List – continued

A = Adequate at time of inspection

B = Needs immediate attention

A

B

17. FLAMMABLE GASES AND LIQUIDS

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | All containers approved and clearly identified |
| ☐ | ☐ | Proper storage practices observed |
| ☐ | ☐ | Fire hazards checked |
| ☐ | ☐ | Proper types and number of extinguishers nearby |
| ☐ | ☐ | Proper method for moving cylinders used |

18. EXCAVATION AND SHORING

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Adjacent structures properly shored |
| ☐ | ☐ | Excavation shored, shielded, or sloped as required |
| ☐ | ☐ | Roads and sidewalks supported and protected |
| ☐ | ☐ | Material stored away from excavations |
| ☐ | ☐ | Excavation barricades and lighting adequate |
| ☐ | ☐ | Equipment a safe distance from edge of excavation |
| ☐ | ☐ | Ladders provided |
| ☐ | ☐ | Equipment ramps adequate |
| ☐ | ☐ | Observer(spotter) provided during trenching operations |

19. STEEL ERECTION

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Fall protection provided with safety nets, planked floors, or personnel restraint devices |
| ☐ | ☐ | Hard hats worn as required |
| ☐ | ☐ | Tools and materials secured from falling |
| ☐ | ☐ | Fire hazards at rivet, forge, and welding operations eliminated |
| ☐ | ☐ | Floor openings covered or barricaded |
| ☐ | ☐ | Ladders, stairs, or other safe access provided |
| ☐ | ☐ | Daily inspection of hoisting apparatus |
| ☐ | ☐ | Employees prohibited from riding the ball or loads |

20. PERSONAL PROTECTIVE EQUIPMENT MONITORED BY SUPERVISORS

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Hard hats available on-site; worn when overhead hazards exist |
| ☐ | ☐ | Eye protection |
| ☐ | ☐ | Face shields |
| ☐ | ☐ | Written respirator program; respirators fit-tested; replacement cartridges; cleaning and maintenance |
| ☐ | ☐ | Helmets and hoods |
| ☐ | ☐ | Hearing protection – noise monitoring; written program |
| ☐ | ☐ | Foot protection |
| ☐ | ☐ | Rubber or plastic gloves, aprons, and sleeves for chemical protection |
| ☐ | ☐ | Electrician's rubber gloves and protectors |

Safety and Health Inspection Check List – continued

A = Adequate at time of inspection

B = Needs immediate attention

A

B

21. HIGHWAY CONSTRUCTION

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Laws and ordinances observed |
| ☐ | ☐ | Competent flaggers properly instructed and dressed; area posted |
| ☐ | ☐ | Adequate traffic control devices used throughout construction area |
| ☐ | ☐ | Equipment cleared from right-of-way |
| ☐ | ☐ | Adequate marking and maintenance of detours approaching construction area |
| ☐ | ☐ | Dust controlled |
| ☐ | ☐ | Adequate lighting for night crews |

22. CONCRETE CONSTRUCTION

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Forms properly installed and braced |
| ☐ | ☐ | Adequate shoring, plumbed and cross-braced |
| ☐ | ☐ | Shoring remain in place until strength is attained |
| ☐ | ☐ | Proper curing period and procedures followed |
| ☐ | ☐ | Heating devices checked for fire safety |
| ☐ | ☐ | Mixing and transport equipment supported; traffic planned and routed |
| ☐ | ☐ | Adequate runways and ramps provided for concrete placement equipment |
| ☐ | ☐ | Employees protected from cement dust |
| ☐ | ☐ | Hard hats, boots, gloves, eye protection, and skin protection worn at all times |
| ☐ | ☐ | Nails bent over or removed and stripped material removed from area |

23. LIFTING AND BACK SAFETY

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Team lifting used for heavy or awkward loads |
| ☐ | ☐ | Mechanical lifting devices used when appropriate |
| ☐ | ☐ | Back care training provided to all employees |
| ☐ | ☐ | Bent-knee lifting used by workers |
| ☐ | ☐ | Work hardening program used for returning time-loss employees |
| ☐ | ☐ | Employees do "warm up" exercises before strenuous work |

24. HAZARD COMMUNICATION PROGRAM

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Chemical inventory list developed and maintained |
| ☐ | ☐ | Containers properly labeled |
| ☐ | ☐ | Material Safety Data Sheets collected and available |
| ☐ | ☐ | Adequate employee information and training provided |
| ☐ | ☐ | Written program available |

Safety and Health Inspection Check List – continued

A = Adequate at time of inspection

B = Needs immediate attention

A B

25. MASONRY

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Scaffolding procedures meet at least minimum requirements |
| ☐ | ☐ | Masonry saws properly equipped and grounded, dust protection provided |
| ☐ | ☐ | Hoisting equipment in safe operating condition and used by qualified personnel |
| ☐ | ☐ | Limited access zone established |
| ☐ | ☐ | Walls over 8 feet in height adequately braced |

26. CONFINED SPACE

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Written confined space program |
| ☐ | ☐ | Competent instruction and supervisors provided |
| ☐ | ☐ | Hot work permits obtained, if needed, prior to entry and work |
| ☐ | ☐ | Evaluation and monitoring – sampling devices adequate, calibrated, and used |
| ☐ | ☐ | Ventilation adequate, testing and monitoring during operation |
| ☐ | ☐ | Respirators, standby person, harness/lifeline at the site |

27. DEMOLITION

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | |
| ☐ | ☐ | Written demolition plan |
| ☐ | ☐ | Protection of adjacent structures |
| ☐ | ☐ | Material chutes used. Floor openings for material disposal barricaded |
| ☐ | ☐ | Sidewalk and other public protection provided |
| ☐ | ☐ | Clear opening space for trucks and other vehicles |
| ☐ | ☐ | Adequate access ladders or stairs maintained |

28. PILE DRIVING

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Stored piles properly secured |
| ☐ | ☐ | Unloading only by properly instructed workers |
| ☐ | ☐ | Steam lines, slings, etc., in safe operating condition |
| ☐ | ☐ | Piledriving rigs properly supported |
| ☐ | ☐ | Cofferdams maintained and inspected |
| ☐ | ☐ | Adequate pumping available |

Equipment Safety Inspection Checklist

Date: _____

Project: _____

Equipment: _____

All guards and fenders	_____	OK	_____	Needs Repair
Brakes	_____	OK	_____	Needs Repair
Lights – front, rear, side, dash	_____	OK	_____	Needs Repair
Back-up alarm – horn	_____	OK	_____	Needs Repair
Ladders, stairs, hand holds	_____	OK	_____	Needs Repair
ROPS (Roll-over protection)	_____	OK	_____	Needs Repair
Seat belts	_____	OK	_____	Needs Repair
Fire extinguisher	_____	OK	_____	Needs Repair
Glass	_____	OK	_____	Needs Repair
Tires	_____	OK	_____	Needs Repair
Electrical cords	_____	OK	_____	Needs Repair
Ground fault circuit interrupters	_____	OK	_____	Needs Repair
Electrical hand tools	_____	OK	_____	Needs Repair
Powder actuated tools	_____	OK	_____	Needs Repair
Pneumatic condition of all hand tools	_____	OK	_____	Needs Repair

Other Items Checked:

Oil level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Hydraulic oil level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Anti-freeze level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Fuel level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
First aid kit	_____	OK	_____	Needs Repair	_____	Add	_____	Change

Repaired by: _____

Checked by: _____

JOB SAFETY ANALYSIS WORKSHEET

TITLE OF JOB OPERATION: _____ Date: _____

Title of person who does job: _____

Employee observed: _____ Location: _____

Analysis made by: _____ Analysis approved by: _____

Sequence of basic job steps	Potential injuries or hazards	Recommended safe job procedures

Personal protective equipment required for this position:

Exhibit L

Substantial Completion Notice

- 1. The City and Company are parties to that certain Lease Agreement (City Contract No. 202474715-00) with an Effective Date of _____, 2025.
- 2. The Lease Agreement governs the Parties’ rights and obligations with respect to the Company’s use and lease of the Ground for the purposes of designing, constructing, and operating the Proposed Facilities.
- 3. This notice, issued in accordance with Section 2.05.E of the Lease Agreement, confirms that Substantial Completion of the Work, or a specific phase of the Work, was completed as of _____.
- 4. Because Substantial Completion of the Work was obtained, the Parties hereby confirm that the provisions in Part II of the Lease Agreement have been satisfied.
- 5. Capitalized terms that are not defined herein have the meaning set forth in the Agreement.

CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION	SIGNATURE FLIGHT SUPPORT LLC
BY _____ [Title]	BY _____ [Title]

EXHIBIT M

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION SUPPORT FACILITY AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to:

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$200,000,000 products and completed operations annual aggregate; if policy contains a general aggregate, a minimum limit of \$200,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
- d. Coverage shall include Fire Damage Legal Liability in a minimum limit of \$100,000 per fire.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$10,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
- 3. Workers' Compensation and Employer's Liability Insurance
 Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
- 4. Builder's Risk Insurance or Installation Floater:
 During the duration of any tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
 - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
 - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
 - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
 - e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
 - f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

5. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

6. Property Insurance – Real Property:

Contractor shall maintain All-Risk Form Property Insurance on a replacement cost basis. If real property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or within the property policy.

- a. City shall be included as Loss Payee, as its interests may appear.
- b. Replacement value shall be validated at intervals of no more than five (5) years, commencing on the date of the Agreement, by an independent qualified appraiser hired by the Contractor and approved by the City. Cost of such appraisals shall be the sole responsibility of Contractor. Appraisal reports shall be submitted to the City upon issuance.
- c. Schedule of Premises Insured by Contractor:
 1. 7850 Harry B Combs Parkway, Denver, CO 80249
 2. 7830 Harry B Combs Parkway, Denver, CO 80249

7. Property Insurance – Business Interruption Coverage

Business Interruption Coverage in such amounts as will reimburse Contractor for direct or indirect loss of earnings attributable to the perils commonly covered by business interruption insurance, which shall include losses arising from mechanical failures on or interruption of services to DEN premises.

8. Pollution Legal Liability:

Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for claims arising out of a pollution condition or site environmental condition.

- a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
- b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.

9. Unmanned Aerial Vehicle (UAV) Liability:

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less

than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

10. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.

3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

EXHIBIT N – COMPANY’S MONTHLY RENT STATEMENT

Monthly Rent Statement: [Month, Year]

Performance Rent

Category	Gross Receipts	Performance Rent Amount
Food and Beverage Gross Revenue	\$	\$
FBO Sales Gross Revenue	\$	\$
	Total Monthly Performance Rent	\$

Landing Fees Rent

Total Landed Weight Serviced at FBO	Amount Company Charged for Landing Fees	75% of Landing Fees
		\$

Fuel Flowage Fees

Total Gallons of Fuel Sold by Company	Fuel Flowage Fee
	\$

Total Monthly Rent Owed by Company:

Monthly Performance Rent: \$

Landing Fees: \$

Fuel Flowage Fee: \$

Facility Rent: \$

Ground Rent: \$

Total Monthly Rent Due: \$