



## APPENDIX A

### Management Plan

1. **Provide an overview of your experience working in projects relating to the Contract being bid:**
  - a. **General Construction** – Nick Griego and Sons Construction, Inc. has worked on JOC / IDIQ Projects for approximately 25 years. The Scope of Projects have ranged between a Heavy Civil, Infrastructure, and Commercial Scopes. Nick Griego and Sons Construction, Inc. has held IDIQ contracts with Cannon Air Force Base Contracting Office and United States Corps of Engineers. Our JOC Projects have been held with Clovis Municipal Schools, Portales Municipal Schools, State of New Mexico, Cooperative Educational Services, City of Clovis NM, City of Portales NM, and Clovis Regional. We have worked with EGordian and RSMeans price guides for all the above-mentioned Entities' Projects. Many other entities have utilized our JOC Contracts to perform their scope of work such as Curry County of New Mexico, Springer NM School District, Floyd NM School District, Clayton NM School District, City of Tucumcari NM, Village of Logan NM, Town of Texico NM, Town of Elida NM, Village of Dora NM, Village of Melrose NM, and Village of Fort Sumner NM to name several. The activities involved with the entities listed above are Sports Facilities (New and Renovations), Parking Lots, Office Renovations, Vertical Buildings (Storage, Bus Barns, Hangars, etc.), Roofing Removal and Replacements, Window and Door Removal and Replacements, Flooring Removal and Replacements, Ceiling Removal and Replacements, ADA Restroom Upgrades, Exterior Building Finishes (Stucco, CMU, Brick Veneer, etc.), Civil Drainage Upgrades, Security Perimeter Fencing, Building Demolitions, Asbestos / Lead Abatements, Landscaping / Irrigation, to name several that we are performing currently and have performed in the past.

Nick Griego and Sons Construction, Inc.'s process and approach for each and every JOC project is as follows: We begin with a joint scope meeting with the Entity /



Owner to discuss the full scope of the project. We also include in the meeting any specialized subcontractors if needed. We go over the wants and needs of the Entity / Owner and any possible Value Engineering Items that may be warranted. If this project is needed to be designed, we will involve all Architects and Engineers (MEP) that may be required. Once the scope of work is established Nick Griego and Sons Construction will begin building the project in whichever price guide is associated with the JOC Contract. NGS will load in the full detailed scope of work to be performed on the particular project. We then will utilize the Construction Task Catalog that is correlated with the price guide being used. We select the listed tasks in the price guide and insert User Notes to explain the detailed scope of that task ensuring full transparency. Once all the tasks have been selected and the proposal is completed, NGS will export the price proposal and submit it to the Entity / Owner for review and approval. In the occasion of an adjustment needed, NGS will promptly revise per the noted discussion and resubmit for approval. When approval of the submitted price proposal is acquired and the purchase order is provided, NGS will begin providing a detailed project schedule utilizing Primavera Project Scheduling Software, as well as securing long lead items to prevent any delays for the project. We will pay special attention to these long lead items to ensure that the submittal process is expedited to again not delay the project. During the project we will conduct scheduled coordination meetings with project schedule updates, reviewing recent activities / upcoming activities / RFIs / Submittals / Pay Applications / Project Schedule, among other issues or concerns discussed in the meeting. We ensure that all parties are involved during these meeting which include Nick Griego and Sons Construction, Inc.'s project personnel, Owner, Subcontractors, and Architects / Engineers if needed, so as to keep everybody informed up to date on the project status. Once the Construction Activities are coming to a conclusion, we will be collecting and providing all Certificate of Occupancies, Final Inspection Sign Offs, Warranties, Waivers, As-Builts if needed, Operation and Maintenance Manuals, Bond Consent of Sureties if needed, among several other close-out documentation items. During this period, we will conduct a Pre-Final and Final Walk Through creating a Project Punch-list. This list will be worked on and corrected in a prompt manner to ensure no delays to the project completion date. Once all items have been



corrected, we will provide an updated list with completion dates and pictures to ensure that all parties are satisfied with corrected items. We will conduct any training if necessary on the use of any equipment installed for the benefit of the User.

Overall, Nick Griego and Sons Construction, Inc. has an extremely diversified portfolio of construction projects and a work force that is very knowledgeable and skillful with the assigned work.

- b. **Mechanical, Electrical, and Plumbing (MEP)** – Not Applicable
- c. **Roofing** – Not Applicable

**2. Describe your general understanding of the JOC system to include the joint scoping of work, the preparation of price proposals and Job Order proposals, using the Construction Task Catalog, meeting the contractual deadlines of proposal development, the rapid mobilization and start-up of Job Orders, and the expedient closeout of Job Orders.**

Nick Griego and Sons Construction, Inc.'s understanding and past experience with the JOC System is to help the User simplify the procurement process, to rapidly perform the project utilizing established unit pricing, resulting in a fair market value of constructing the construction task at hand.

- a. **Joint Scope of Work** - As mentioned in Section 1a, Nick Griego and Sons Construction, Inc. will together with the User conduct a Joint Scope Meeting discussing the projects full scope. We will go over the full site or area details and suggest any Value Engineering Ideas if warranted. At this point we will discuss any long lead items with current supply and demand, and any possible alternatives if necessary. Measurements will be taken during this meeting to ensure the accuracy of our quantity takeoff for our price proposal to be submitted. Our notes from this joint scope meeting will be vital to completing the detailed scope provided within the price proposal submitted.



- b. **Preparation of Price Proposal** - On the preparation of the price proposal, Nick Griego and Sons Construction, Inc. will first create the project within our JOC, by creating the name of the project, list the correct Contract be used, and assigning the correct working hours to be conducted. We will then insert the detailed full scope of the project. We will assess the construction task catalog on the correlated Price Guide (Egordian or RSMeans). The catalog will be reviewed throughout to ensure that all activities pertaining to the scope of the project are covered fully. All modifiers will be included whether they are add-ons or deducts to that specific line item as well. Once the line items inserted are complete with modifiers if available, we will then insert the correct quantities per our joint scope meeting notes and/or project drawings. These line items will be categorized by the scope of work (i.e. Earthwork, Electrical, Plumbing, etc.). This will provide the Owner or reviewer of the price proposal the understanding of the scope of each category. Our user notes attached to each line item will further describe the scope of work base on that line item. Nick Griego and Sons Construction, Inc. believes full transparency is best policy and will submit each and every price proposal breakdown as such.
- c. **Using of Construction Task Catalog** - Nick Griego and Sons Construction, Inc. has used the Construction Task Catalog via EGordian or RSMeans on all current and past JOC Contracts. We are very familiar with all items within each individual Construction Task Catalog. We understand the full breakdown of each item to include the Labor, Equipment, and Material Costs. We also team up with our specialized subcontractors to include their full creation of line items within the price proposal breakdown. Also, NGS utilizes the Construction Task Catalog at the fullest extent, but in the occasion of not finding the exact line item per the scope of the project, we will incorporate a non pre-priced line item into the price proposal. Once all line items are completed and the scope of work is fully accounted for, we will then export to the appropriate entity for approval. All price proposals are submitted digitally via email to the Customer for their full review and approval.



- d. **Meeting Contractual Deadlines of Proposal Development** – Once the Scope of work is agreed upon, we work expeditiously to create and finalize the price proposal. We will ensure that all subcontractors that are involved in the price proposal process are expeditious as well in their creation on their end. We will double check their items to ensure the accuracy with the scope of work, and help them make corrections if needed. We will ensure that all suppliers as well are expediting their material price proposals in a timely manner, with any long lead items mentioned beforehand. With all parties rapidly providing their price proposals, NGS will be able to create and finalize our full price proposal breakdown in as quick of a manner as possible. This will allow the Owner to receive and review the submitted price proposal in a timely manner and the project may begin as quickly as purchase order agreements are provided.
- e. **Rapid Mobilization and Start-Up of Job Orders** – Nick Griego and Sons Construction, Inc. will begin the Project Design Process if needed, Permit Application Process if needed, provide all purchase order agreements with suppliers to lock in long lead items and ensure that the materials are received in the most expeditious manner as possible, create and provide all Architect/Engineer Service Subcontracts, create and provide all subcontractor subcontracts so that they may as well lock in their suppliers and long lead items, begin the submittal process if warranted for approvals of certain equipment or materials, and begin finalizing the project schedule if needed. Nick Griego and Sons Construction, Inc. will provide all Temporary Facilities such as Office Trailers, Storage Containers, Temporary Fencing, etc. as to quickly establish the site access areas and begin the project in a prompt manner.
- f. **Expedient Closeout of Job Orders** - As mentioned in Section 1a, once the Construction Activities are coming to a conclusion, during this period, we will conduct a Pre-Final and Final Walk Through creating a Project Punch-list. This list will be worked on and corrected in a prompt manner to ensure no delays to the project completion date. Once all items have been corrected, we will provide an updated list with completion dates and pictures to ensure that all parties are satisfied with corrected items. We will conduct any training if necessary on the use of any



equipment installed for the benefit of the User. Also during this period, we will be collecting and providing all Certificate of Occupancies, Final Inspection Sign Offs, Warranties, Waivers, As-Builts if needed, If the Project is assigned a Wage Decision Affidavits of Wages Paid will be provided by NGS and all Subcontractors, Operation and Maintenance Manuals, Bond Consent of Sureties if needed, among several other close-out documentation items. We will provide digital copies of all closeout documentation within a thumb drive and also provide hard copies within three ring binders to the Customer for future reference. All the activities listed above will be completed and submitted before the contractual completion date and before the project is turned over to the customer. Again this will be accomplished in a timely and efficient manner so the User may have use of the Project Area or Facility as quickly as possible.

- 3. Provide a subcontracting plan to include the purchasing of subcontractor services, and work to be accomplished with in-house forces. Identify the amount and type of subcontracting anticipated. Demonstrate in writing your ability to coordinate multiple subcontractors on multiple projects at multiple locations.**
  - a. Purchasing of Subcontractor Services** – Once Nick Griego and Sons Construction, Inc. receives the Purchase Order from the Customer, we will expeditiously provide subcontracts and purchase orders to Subcontractors and Suppliers associated with each project. This will lock-in the pricing provided, begin the submittal process, and begin the fabrication/ordering of long lead items. This will also allow all specialized subcontractors to begin their permitting process.
  - b. Work to be accomplished with in-house Forces** – Nick Griego and Sons Construction, Inc. employees eighty to one hundred personnel at any given time. This includes Project Managers, Project Superintendents, Quality Control Managers, Safety Managers, Site Foremen, Surveyors, Carpenters, Cement Masons, Ironworkers, Truck Drivers, Mechanics, Shop Personnel, Laborers, and Office Personnel. We have a diversified group of personnel that are vastly experienced in all construction fields. The work to be accomplished with Nick Griego and Sons Construction, Inc.'s own work force will be, all Civil Work (Earthwork), all Site Drainage, all Demolition, all Concrete Activities, all Asphalt Activities, all Supply of Concrete, all Supply of



Aggregates, all Trucking, all Framing (Wood and Metal), all Carpentry, all Interior Wall Finishes, all Door/Frame/Hardware Installation, all Painting, all Flooring, all Metal Building Erection, all Structural Steel Erection, all installation of Toilet Accessories, all Casework Installation, and all Insulation Installation, among many other activities that can be accomplished with our versatile work force. We have several pieces of equipment for Large Scale and Small Scale Construction Projects, whether it be a Heavy Civil or Vertical Construction Project. We have the ability to provide trucking for material pickup and deliveries as well to expedite the need and use of the subject material.

- c. Ability to Coordinate Multiple Subcontractors on Multiple Projects on Multiple Locations** – As mentioned in 3b, Nick Griego and Sons Construction, Inc. has a large employee group. Within that Personnel, we have highly experienced Project Managers to fully and efficiently operate multiple projects at a time. With that experience of the Project Managers, they are able to Schedule / Coordinate Subcontractors on each specific project so that it is continuously progressing. In the event that a Subcontractor is used on multiple projects, we will ensure that that Subcontractor's work force will be able to cope with the demand of their particular scope of work to progress each and every project according to schedule. If this is not attainable, we will venture elsewhere with an alternative subcontractor for the other project or projects. This will be predetermined before Subcontracts are written or provided to the Subcontractor on the associated project. We will produce project schedules in a way to not impede any progress on each individual project. Each and every Project will have one single Project Superintendent that will work hand in hand with the Project Manager to ensure that scheduling of Subcontractors is progressing and that materials are being promptly ordered / fabricated to not delay the project in any way. In the case that the Project Manager will not be able to attend a Project Site Meeting, we will have that Project Manager available via Phone or Zoom if possible, or provide a backup Project Manager in his place to attend any site meetings that may take place.

#### **4. Provide a list of contemplated subcontractors.**



The list of all Subcontractor's scopes of work to be utilized during any project include HVAC, Plumbing, Electrical, Roofing, Masonry, Spray Foam Insulation, Casework Fabrication, Aluminum Storefront/Glass Glazing Installation, Fire Alarm or Fire Suppression Systems, Security Alarms, Pavement Markings, Asbestos / Lead Abatement, Landscaping/Irrigation, Large Scale Metal Stud Framing, and Site Utility Work (Sewer / Water Line). Nick Griego and Sons Construction has worked with several different subcontractors across all fields listed above on current and past projects with our JOC Contracts. We select our subcontractors based on past working experience, their capabilities, bonding, and safety record. We ensure that they are held to same high standards that Nick Griego and Sons Construction Inc. holds itself too. The list of Subcontractors to be used on all projects is as follows:

- a. **Architectural / Engineering Services** – Dekker Perich Sabatini (Albuquerque), NCA Architects (Albuquerque), Cherry See Reames (Albuquerque), Design Group (Albuquerque), Informative Architecture (Albuquerque), Teske Architecture (Hobbs), Lamb Engineering (Lovington), McClain + Yu Architecture (Albuquerque), Hartman and Majewski (Albuquerque), Greer Stafford (Albuquerque), Lydick Engineers (Clovis), Wood (Albuquerque), Byrds I Engineering (Tucumcari), Molzen Corbin and Associates (Albuquerque), Pettigrew and Associates (Hobbs), Billingsley Engineering (Las Vegas), WTA, Inc. (Abilene)
- b. **HVAC** – WT Denton Mechanical (Clovis), Rhoads Company (Roswell), Donner Plumbing and Heating (Albuquerque), Claiborne Refrigeration (Clovis), ITS Refrigeration (Clovis), WWRC, Inc. (Clovis), Native Air CO LLC (Albuquerque), TLC Plumbing and HVAC (Albuquerque)
- c. **Plumbing** – WT Denton Mechanical (Clovis), Mark Carpenter Plumbing (Clovis), Rhoads Company (Roswell), WWRC, Inc. (Clovis), TLC Plumbing and HVAC (Albuquerque), Donner Plumbing and Heating (Albuquerque)
- d. **Electrical** – Myers Electric of Eastern NM (Clovis), Snider Electric Inc. (Clovis), Bixby Electric (Albuquerque), Dallas Electric LLC (Clovis), Lectratech (Clovis), Combs Electric Inc. (Portales),
- e. **Roofing** – Reed Roofing (Clovis), J3 Systems (Bosque Farms), WWRC, Inc. (Clovis), Special Ops Roofing (Clovis), Nixon Enterprises (Portales), Rocky Mountain Roofing (Santa Fe), Roofcare (Albuquerque)





- f. Aluminum Storefront / Glass Glazing** – Southwest Glass and Glazing (Albuquerque), Westbrook Glass Inc. (Clovis), M-Core Construction (Clovis)
  - g. Large Scale Metal Stud Framing** – Claude Berger Construction (Clovis), Les File Construction (Albuquerque), Nixon Construction (Portales)
  - h. Casework** – Institutional Products (Albuquerque), OGB Architectural Millwork (Albuquerque), Trujillo’s Custom Cabinets (Clovis), MDR Marble and Granite (Clovis), Chapo’s Granite (Clovis), Chris’s Cabinetry (Clovis)
  - i. Fire Alarm or Fire Suppression Systems** – Firehawk Safety Services (Amarillo), Firetrol (Lubbock), Simplex Grinnel (Albuquerque), Advance Fire Sprinkler (Albuquerque), ABCO Fire Sprinklers (Lubbock), Casteel Fire Protection (Amarillo/Lubbock)
  - j. Security Systems** – Lubbock Sight and Sound (Lubbock), Towne Crier (Clovis), Myers Electric of Eastern NM (Clovis), Snider Electric Inc. (Clovis), Plateau Telecommunications (Clovis)
  - k. Spray Foam Insulation** – American National Insulation (Albuquerque), Foam It (Clovis), Kodiak Foam Works (Clovis),
  - l. Irrigation / Sprinkler Systems** – Hamilton Lawn Sprinklers (Clovis), Guthals Nursery (Clovis), Caldon Seeding (Albuquerque), K&S Landscaping (Clovis), Sequoia Landscaping (Albuquerque)
  - m. Pavement Markings** – JR Striping (Anton Chico), Preferred Painters (Clovis), San Bar (Albuquerque), Accustripe (Albuquerque), Highway Supply (Albuquerque)
  - n. Masonry** – RG Lath and Plaster (Portales), Precision Masonry (Albuquerque), A & K Masonry (Clovis), Rod McDermid Masonry (Portales), Beaty Masonry (Albuquerque), Peerless Construction (Albuquerque), R S Masonry (Silver City)
  - o. Site Utility Work** – WT Denton Mechanical (Clovis), Mark Carpenter Plumbing (Clovis), K Barnett and Sons (Clovis), AUI Inc. (Albuquerque)
  - p. Asbestos / Lead Abatement** – GWC Construction (Lovington), Grancor Environmental (Albuquerque), Keers Remediation (Albuquerque)
- 5. The Contractor’s input during the development of Detailed Scope of Work is a valued component on any JOC program. Outline and describe the Value=Engineering**



**processes you have employed over the last 5 years identifying what worked best and what did not.**

Nick Griego and Sons Construction, Inc. has determined that during the joint scope meeting we will gather as much information as necessary, analyze the function of each individual project and possible cost savings associated, possibly creating different avenues to achieve the same or more efficient function, and providing low cost alternative to achieve the same end goal. NGS has a diversified construction project experience throughout all the years of being in the General Construction Business. We have encountered many situations during that working experience that have been efficient and cost effective for our customers. Through those construction experiences that we have encountered, we are able to bring that knowledge into the Joint Scope Meeting and provide Value Engineering Ideas or Alternatives to fully benefit the Customer. Once we determine the scope of work on each individual project and the budget if needed, we will begin to provide any alternative ideas that may benefit the Customer cost wise or longevity wise.

**6. Demonstrate your firm's ability to understand the Design, and Build environment and how the JOC process can partner with this concept. UNM is seeking a full function contracting relationship that will allow a willing partnership in both design and execution of remodeling projects. Design and flexibility will be crucial to our customer base and successful Proposers must be willing to cooperate with this process.**

Nick Griego and Sons Construction Inc. understanding of the Design Build Construction Project utilizing the JOC Process, is that this would benefit the Customer by using one Contractor for one Contract from the early concept of the Project to the completion of the Project. This eliminates the Entity / Owner from having to deal with multiple Contractors / Architects / Engineers for the creation of the Project and construction of the Project. Nick Griego and Sons Construction, Inc. has worked with several different Architecture / Engineering Firms on a wide range of construction projects throughout the years. With that working relationship we have established, we have the ability to attain the required Architect or Engineer on any specific project. On any Design Build Project, will include the Architect / Engineer during the Joint Scope Meeting so that his/her expertise and knowledge is communicated on that particular project. This will



give us the ability to expeditiously produce project design drawings for review and approval by the Customer and submission to Construction Industries Division and or Public School Finance Authority for review and approval. We will provide mid-design drawings for approval by the Customer to ensure that the end product is to the Customer's full satisfaction. Once the mid-design is approved, we will proceed with the complete design drawings for another approval by the Customer. Once this process is completed and the satisfaction is obtained by the Customer, as mentioned above, we will prepare the Permit Package for submission to CID and/or PSFA for their full review and approval.

## Appendix B – Contractor’s Statement of Qualification

### 1. ORGANIZATION

Name: Nick Griego & Sons Construction, Inc. Address:

Principal Office: 901 Pile St., Clovis NM 88101

Corporation     Partnership     Sole Proprietorship     Joint  
Venture  
 Other

a. How many years has your organization been in business as a contractor? 51 Years

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

52 Years

c. Under what other or former names has your organization operated? NA

d. Department of Work Force Solutions Contracting Registration # 002261420110620

Effective Dates: 6/22 to 6-24

e. Submit FEIN and Dunn & Bradstreet report.

f. Describe any present or past litigation, bankruptcy or reorganization involving supplier. None

g. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

h. Describe any debarment or suspension actions taken against supplier

### 2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

Winston Griego, Nick Griego Jr., Gerald Griego and Mario Griego

b. License Classification: General Construction, Fixed Works  
Asphalt Bitumen and Concrete Construction license

Number: 51409 License Code: GB98, GA98, GF01  
GS04

d. Issue Date: 6-07-1993 Expiration Date: 6-30-2024

e. Is the firm's contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?  
 Yes  No (attach explanation)

f. Does your firm hold all applicable business licenses required by state and local law?

▪ License Number: 45640 Jurisdiction: City of Clovis

Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
Nick Griego & Sons Construction, Inc.

Issue Date: 02/24/1975 Expiration Date: 12/31/2022

▪ License Number: 0361 Jurisdiction: City of Portales

Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
Nick Griego & Sons Construction, Inc.

Issue Date: 1/04/2022 Expiration Date: 12/31/2022

▪ License Number: \_\_\_\_\_ Jurisdiction: Town of Fort Sumner

Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
Nick Griego & Sons Construction, Inc.

Issue Date: 1/20/2022 Expiration Date: 12/31/2022

g. Is your firm registered with the State of New Mexico's Purchasing Department with a Resident Preference Number?  Yes  No

Resident Preference Number: L0128993712 Issue Date: 3-22-2021

Name of number holder, exactly as it appears on file with State Purchasing.  
Nick Griego & Sons Construction, Inc.

h. Is your firm free from formal debarment from public works, federal, state or local jurisdictions?

Yes  No (attach explanation\*)

(1) Total number of current employees:

Project Managers	<u>4</u>
Estimators	<u>5</u>
Superintendents	<u>6</u>
Foremen	<u>7</u>
Tradesmen	<u>15</u>

**3. CAPACITY AND CAPABILITY TO PERFORM THE WORK**

a. Resources.

(2) Does your firm have the immediate capacity to perform the work required for this project?

Yes

No

(3) What is the number and location of support centers, if applicable, and location of corporate offices?

**498 Lost Road, Ft Sumner NM 88119, 1155 Kimberly Ln, Clovis NM 88101**

(4) What was your annual construction volume over the last three (3) fiscal years?

**\$15,000,000.00**

(5) What are your overall public sector sales, excluding Federal Government, for last three (3) years? **\$14,250,000.00**

(6) What is your strategy to increase market share in the public sector?

**Our current goal is to expand our footprint in the New Mexico and securing a JOC with UNM would allow us more opportunities to increase our market share.**

(7) What differentiates your company from competitors in the public sector?

**We self perform earthwork, paving, concrete in turn allows us to control the start of our projects. We also self perform some of the finish work as well.**

(8) Describe any green or environmental initiatives or policies.

**We are working on system to recycle concrete debris and reuse in new concrete.**

(9) Provide any necessary detail as it relates to standard ordering methods and payment terms.

**Initially we will require 24 to 48 hour notice for scope meetings.**

(10) If Contractor requires additional agreements with Participating Public Agencies, provide a copy of the proposed agreement herein. **NA**

**4. SURETY**

a. Firm's current surety company: **USI Southwest, Inc.**

Will this surety be used for the construction contract for this project?

Yes

No (attach explanation\*)

Contact Agent: Dean Vigil Telephone: 505-219-0291

Years utilizing this surety: 20 Years Maximum capacity: \_\_\_\_\_

Aggregate Total of current surety in force: \_\_\_\_\_

- b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?  
 Yes  No (attach explanation\*)
- c. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?  
 Yes  No (attach explanation\*)
- d. **Complete Attachment A (Notarized Declaration of Surety) Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.**

#### 5. SAFETY

- a. Does your firm have a written safety program compliant with current state regulations?  
 Yes  No (attach explanation\*)  
*(NOTE: Selected contractor will be required to provide a copy of their firm's written safety program at the time of contracting.)*
- b. Provide the Recordable Incident Rate for the past calendar year: 4
- c. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?  
 Yes  No (attach explanation\*)
6. Provide your safety record, safety rating, EMR and worker's compensation rate where available. **.85**

#### 6. INSURANCE & CLAIMS HISTORY

- a. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was party?  
 Yes  No (attach explanation\*)
- b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity?

Yes  No (attach explanation\*)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents?

Yes  No (attach explanation\*)

d. **Complete Attachment B (Proof of Insurance)** by providing a letter from an insurance carrier stating that the firm is able to obtain insurance in the limits required in the RFP.

### 7. QUALITY ASSURANCE

a. Does your firm have a written Quality Assurance Program?

Yes  No (attach explanation\*)

b. **Complete Attachment C (Copy of Quality Assurance)** Program by providing a copy of the written Quality Assurance Program.

### 8. PROJECT SCHEDULING

a. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met? **All projects have been completed per contract requirements.**

Yes  No

If yes, please explain

▪ Project 1 Name: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

\_\_\_\_\_

▪ Project 2 Name: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

\_\_\_\_\_

▪ Project 3 Name: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

\_\_\_\_\_

b. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years?

Yes  No

If yes, please list project(s)

▪ Project 1 Name: \_\_\_\_\_



- Project 2 Name: \_\_\_\_\_
- Project 3 Name: \_\_\_\_\_

**9. LABOR CODE VIOLATIONS**

- a. Has your firm, during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?  
 Yes  No (attach explanation\*)
- b. **Complete Attachment D (Affidavit of Non-Violation of Labor Codes)** by providing requested affidavit of non-violation of labor codes.
- c. Is the firm free of all sub-contractor Fair Practices Act violations for the past five (5) years?  
 Yes  No (attach explanation\*)


**10. VALUE STATEMENT**

UNM places a strong emphasis on diversity, quality management and sustainable efforts and strives to utilize these practices in its everyday activities. **Complete Attachment E (Copy of Value Statement)** by describing your firm's value system and note how you would demonstrate such practices on this project?

**11. CONTRACTOR'S COMMENTS**

- a. **\*Complete Attachment F (Clarifications, and Explanations)** if you have selected any answers in the qualification statement that require further explanation. Note the question number and proceed with the explanation. This attachment may also be used if necessary to further clarify any of the answers to the above qualification questions, by noting the question number and posting the clarification.
- b. **Complete Attachment G (Additional Information (Optional))** if you would like to provide additional information about your firm and/or proposal.

The undersigned certifies that all of the qualification information submitted with this form is true and correct.

Signature of authorized representative 

Printed or typed name Gerald Griego

Title CEO

Date 11-17-2022

Company name Nick Griego & Sons Construction, Inc.

Address 901 Pile St.

City/State/Zip Clovis, NM 88101

Telephone 575-935-5400 Fax 575-935-5108

Email gerald@ngsons.com

**ATTACHMENTS INCLUDED - 12**

Please check all attachments included in the proposal

- A Notarized Declaration of Surety
- B Proof of Insurance
- C Copy of Quality Assurance Program
- D Affidavit of Non-Violation of Labor Codes
- E Copy of Value Statement
- F Clarifications, and Explanations
- G Additional Information (Optional)

----- END OF PRIMARY CONTRACTOR'S QUALIFICATION STATEMENT -----

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## Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

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### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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### 3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>    </u> Excellent
1	2	3	4	5

Comments:

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### 4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>    </u> Excellent
1	2	3	4	5

Comments:

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### 5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>    </u> Excellent
1	2	3	4	5

Comments:

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**7. Paperwork Processing**

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: \_\_\_\_\_

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

No

Explain:

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

3. Comments: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

___ Unacceptable	___ Poor	___ Satisfactory	___ Very Good	___ Excellent
1	2	3	4	5

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

___ Unacceptable	___ Poor	___ Satisfactory	___ Very Good	___ Excellent
1	2	3	4	5

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                      2                      3                      4                      5

Comments:

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                      2                      3                      4                      5

Comments:

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                      2                      3                      4                      5

Comments:

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                      2                                      3                                      4                                      5

Comments:

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**7. Paperwork Processing**

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                      2                                      3                                      4                                      5

Comments:

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**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Comments:** \_\_\_\_\_

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Evaluator's Signature:  \_\_\_\_\_

Date: \_\_\_\_\_



### Contractor Evaluation Form

Contractor's Name: MEB General Contractors  
 Project Name: CAFB Construct Pumphouse and Fuel Storage  
 Project Description: Perform Earthwork and Concrete Activities

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: 1/1/2018 To: 7/31/2019

Project End Date: \_\_\_\_\_

1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?  
 If so or if not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

It was a pleasure working with a company that had such high standards for their work from a safety and quality standpoint.

2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

They worked well with the GC's schedule making adjustments as necessary to support the overall project schedule.

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

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No safety accidents or OSHA violations. They walked down the site daily and were vigilant in protecting from FOD.

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

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There were no surprise change orders and proposals for RFP's were found to be priced fairly.

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints? If not, give specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

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Extremely professional. Worked well with GC and Gov't.

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

**Comments:**

On-site superintendent was passionate about quality. One of the best superintendents we have worked with. Extremely comfortable with the concrete

and civil work included in Griego's scope on this project.

**7. Paperwork Processing**

Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

**Comments:**

Submittals were timely and complete.

**RATE CONTRACTOR'S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable 1 2 3 4 **5** Excellent

I can condense it down to simply put, one of the best contractors we have worked with.

NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor's poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: We would welcome Griego and Sons participation on any of MEB's future contracts due to their highly skilled staff and eye for quality in their final product.

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No

Explain:

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**3. Comments:**

I would strongly consider Griego and Sons if given an opportunity to chose them for a contract.

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Evaluator's Signature: Scott Oster

Digitally signed by Scott Oster  
DN: cn=U.S. Erikson@meb.com, o=MEB General Contractors, cn=Scott Oster  
Date: 2021.02.24 08:43:25-0500

Date: 2/24/21



# Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_  
\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

## 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

    Unacceptable          Poor          Satisfactory          Very Good          Excellent  
1                                  2                                  3                                  4                                  5

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

    Unacceptable          Poor          Satisfactory          Very Good          Excellent  
1                                  2                                  3                                  4                                  5

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

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### 4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

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### 5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**7. Paperwork Processing**

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

Explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Comments: \_\_\_\_\_

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Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and cursive, appearing to consist of several loops and flourishes.



## Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

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### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                              2                              3                              4                              5

Comments:

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**2. Future contracts?**

Yes

Why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

Explain:

\_\_\_\_\_

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3. Comments: \_\_\_\_\_

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Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

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### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1    2    3    4    5

Comments:

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1    2    3    4    5

Comments:

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints? If not, give specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1    2    3    4    5

Comments:

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6. On-Site Supervisory Personnel

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                            2                            3                            4                            5

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Paperwork Processing

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                            2                            3                            4                            5

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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

NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

Explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Comments: \_\_\_\_\_

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Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

___Unacceptable	___Poor	___Satisfactory	___Very Good	___Excellent
1	2	3	4	5

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

___Unacceptable	___Poor	___Satisfactory	___Very Good	___Excellent
1	2	3	4	5

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

___ Unacceptable	___ Poor	___ Satisfactory	___ Very Good	___ Excellent
1	2	3	4	5

Comments:

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

___ Unacceptable	___ Poor	___ Satisfactory	___ Very Good	___ Excellent
1	2	3	4	5

Comments:

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

___ Unacceptable	___ Poor	___ Satisfactory	___ Very Good	___ Excellent
1	2	3	4	5

Comments:

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                            2                            3                            4                            5

Comments:

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**7. Paperwork Processing**

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                            2                            3                            4                            5

Comments:

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**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Comments:** \_\_\_\_\_

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Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Contractor Evaluation Form

Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: \_\_\_\_\_

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### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      \_\_\_ Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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6. On-Site Supervisory Personnel

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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7. Paperwork Processing

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**3. Comments:** \_\_\_\_\_

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Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Contractor Evaluation Form**

Contractor's Name: Nick Griego & Sons Construction, Inc.

Project Name: Texico Road and Drainage Improvements

Project Description: Street Reconstruction and Drainage Improvements

New Curb, Gutter and Asphalt on Anderson, Griffin, Lamar Streets

Evaluator: Abiel Carrillo, PE Phone Number 5053664743

Date Submitted: 2-23-2021

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: July 2020

1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

    Unacceptable          Poor          Satisfactory          Very Good        X   Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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

2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

    Unacceptable          Poor          Satisfactory          Very Good        X   Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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

### 3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

Unacceptable     Poor     Satisfactory     Very Good     Excellent  
1                      2                      3                      4                      5

Comments:

Engineer did not oversee day to day means and methods

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### 4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable     Poor     Satisfactory     Very Good     Excellent  
1                      2                      3                      4                      5

Comments:

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### 5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

Unacceptable     Poor     Satisfactory     Very Good     Excellent  
1                      2                      3                      4                      5

Comments:

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**7. Paperwork Processing**

Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
1                                  2                                  3                                  4                                  5

Comments:

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**RATE CONTRACTOR'S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor's poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: City had positive experience with this contractor

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No

Explain:

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**3. Comments:**

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Evaluator's Signature: Abiel Carrillo

Digitally signed by Abiel Carrillo  
Date: 2021.02.23 12:01:22 -06'00'

Date: 2-23-2021



### Contractor Evaluation Form

Contractor's Name: Nick Griego & Sons Construction, Inc.

Project Name: Curry County Main Street Parking Lot Construction

Project Description: Construct parking area improvements on the Main Street Parking Lot located between 8th and 9th Street In Clovis NM

Evaluator: Ben Roberts Phone Number 575-763-6016

Date Submitted: 2-23-2021

Period of Evaluation: From: \_\_\_\_\_ To: \_\_\_\_\_

Project End Date: 8/20/2020

#### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies? If so or if not, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>  X  </u> Excellent
1	2	3	4	5

Comments:

Workmanship was great and there were no deficiencies.

#### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>  X  </u> Excellent
1	2	3	4	5

Comments:

Contractor met the scheduled completion date.

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

There were no safety violations and the work site was organized and kept clean.

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

There were no unreasonable claims and change orders were owner requested and reasonably priced.

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

Contractor has a great working relationship with Curry County. They conducted work and communicated in a professional manner.

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**6. On-Site Supervisory Personnel**

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

**Comments:**

Personnel was experienced and the project ran smoothly.

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**7. Paperwork Processing**

Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

**Comments:**

All paperwork was provided in a timely manner.

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**RATE CONTRACTOR'S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable    1    2    3    4    5    Excellent

Contractors performance was excellent and Curry County is extremely happy with the finished product.  
They are easy to work with and there was open communication during the entire project.

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor's poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: Curry County will contact Nick Griego & Son's Contruction on future projects as they are easy to work with and produce a great product.

No

Explain:

**3. Comments:**

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Evaluator's Signature:



Date: 2-23-2021



### Contractor Evaluation Form

Contractor's Name: Nick Griego & Sons Construction, Inc.

Project Name: Curry County Ranchvale Fire Station

Project Description: Construct New Fire Station Building for Township of Ranchvale

New Metal Building, New Electrical/HVAC/Plumbing, New Septic Tank, New Water Well

Evaluator: Ben Roberts Phone Number 575-763-6016

Date Submitted: 2-23-2021

Period of Evaluation: From: 10/1/2019 To: 6/30/2020

Project End Date: 8-14-2020

#### 1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>  X  </u> Excellent
1	2	3	4	5

**Comments:**

There were no workmanship problems during this project.

#### 2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>  X  </u> Very Good	<u>    </u> Excellent
1	2	3	4	5

**Comments:**

Contractor met the contract schedule as revised by approved extension.

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

Site was kept cleaned and there were no violations.

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

No unreasonable claims.

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

Contractor has a great working relationship with Curry County and other agencies. They responded to questions

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and concerns in a professional manner.

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6. On-Site Supervisory Personnel

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

Personnel had the skills necessary to complete the project.

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7. Paperwork Processing

Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

All project paperwork was provided promptly.

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**RATE CONTRACTOR'S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable    1    2    3    4    5    Excellent

Contractor was great to work with during the scope of work. Communication was open and Curry County is satisfied with the completed project.

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor's poor performance and what steps the contractor took to correct the deficiency cited.

2. Future contracts?

Yes

Why: Curry County looks forward to working with Nick Griego & Son's Construction on future projects.

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No

Explain:

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3. Comments: \_\_\_\_\_

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Evaluator's Signature: 

Date: 2-23-2021



**Contractor Evaluation Form**

Contractor's Name: Nick Griego & Sons Construction, Inc.

Project Name: Portales Jr. High Cafeteria Renvoation

Project Description Existing Cafeteria and Kitchen Renovations  
and Addition of Exterior Courtyard Area

Evaluator: Johnnie S. Cain Phone Number (575) 356-7000

Date Submitted: 2/19/2021

Period of Evaluation: From: 4/15/2018 To: 11/30/2018

Project End Date: 11/30/2018

1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? Did this contractor respond to deficiencies?

If so or if not, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>    </u> Very Good	<u>  X  </u> Excellent
1	2	3	4	5

Comments:

Very responsive to some changes that needed to be made during the project. Contractor resonded quickly

to deficiencies. One dificiency that did take a while to correct was an overhead door that arrived from the distributor

damaged. Contractor worked with distributor and door was replaced in working condition.

2. Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

<u>    </u> Unacceptable	<u>    </u> Poor	<u>    </u> Satisfactory	<u>  X  </u> Very Good	<u>    </u> Excellent
1	2	3	4	5

Comments:

The project did take a bit longer than expected. However, this seemed to have been a result of a shortage on some

needed metal beams needed for the project. Once those arrived, worked continued quickly.

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? Did contractor maintain clean site? If so, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

Site was clean and appeared to follow safety procedures. Site was left clean and ready for.

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occupation inside and out. No violations that I am aware of.

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4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

The only change orders were created due to unknown conditions. Some change orders were actually as a result of some requested changes by the District. Pricing was in line with other project costs.

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5. Working Relationships

Rate this contractor's working relationships with Governmental staff, other parties or agencies. Did this contractor relate to other parties in a professional manner? Did this contractor respond to complaints?

If not, give specific examples.

Unacceptable 1       Poor 2       Satisfactory 3       Very Good 4       Excellent 5

Comments:

Always will to work with me and my staff. Seems to work well with PSFA and CID.

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6. On-Site Supervisory Personnel

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      x Very Good      \_\_\_ Excellent  
 1                                    2                                    3                                    4                                    5

Comments:

No issues to report. Seemed to have good supervision of the contractor's own employees and sub-contractors.

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7. Paperwork Processing

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Very Good      x Excellent  
 1                                    2                                    3                                    4                                    5

Comments:

Always on time.

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**RATE CONTRACTOR’S OVERALL PERFORMANCE ON A SCALE OF 1 TO 5**

**1. Overall Evaluation**

Unacceptable      1      2      3      4      5      Excellent

5 Quality of work was good, follow-up on deficiencies was good. Communication with our administration was good. Paperwork and billing was good. Ability to make changes or correct any issues was good.

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NOTE (1): (1) – unacceptable; (2)- poor; (3) – Satisfactory; (4) – Very Good; (5) - Excellent

NOTE: Any score of three (3) or less must be described in detail below as to what action was taken to remedy the contractor’s poor performance and what steps the contractor took to correct the deficiency cited.

**2. Future contracts?**

Yes

Why: The quality of the work is good. This contractor works well with the District to ensure that needs are met.

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No

Explain:

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3. Comments: The district has had several projects completed by this contractor. This contractor completed

a renovation at Portales High School about 5 years ago in the FCCLA rooms (Kitchen area and classroom). This job was done very well and was one of the reasons the contractor was chosen to complete this renovation. The contractor has completed other smaller jobs such as concrete, paving, fencing, gym floor repair. In every job the work is done well and the communication before and after has always been good. Any deficiencies have always been taken care of without issue.

Evaluator's Signature: 

Date: 2/19/2021

A I R C O M B A T C O M M A N D

2005 Design & Construction Awards Program

## CONSTRUCTION EXCELLENCE AWARD

Nick Griego & Sons Construction, Inc

is presented this award

by Headquarters Air Combat Command

in recognition of achievement of construction excellence for the

**Security Forces Operations Facility**

Cannon Air Force Base, New Mexico



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Patrick A. Burns  
Brigadier General, USAF  
The Civil Engineer

# **U.S. Small Business Administration**

## *Administrator's Award for Excellence*

Presented to

**Nick Griego and Sons Construction, Inc.**

In recognition of outstanding contribution and service to the nation by a small business in satisfying the needs of the Federal procurement system.

**May 10, 2002**

Date

  
Administrator

# **U.S. Small Business Administration**

## *Administrator's Award for Excellence*

Presented to

**Nick Griego and Sons Construction, Inc.**

In recognition of outstanding contribution and service to the nation by a small business in satisfying the needs of the Federal procurement system.

**April 13, 2006**

*Date*



*Administrator*



# **U.S. Small Business Administration** *Administrator's Award for Excellence*

Presented to

**Nick Griego and Sons, Inc.**

In recognition of outstanding contribution and service to the nation by a small business in satisfying the needs of the Federal procurement system.

**May 21, 2004**

*Date*



*Administrator*



## United States Senate

April 20, 2005

Mr. Nick Griego, Sr., President  
Nick Griego & Sons Construction, Inc.  
1155 Kimberly  
Clovis, NM 88101

Dear Mr. Griego,

I am pleased to take this opportunity to congratulate you and your family on being honored this year as a recipient of the New Mexico Small Business Week Award. It is indeed a mark of distinction to be chosen for this award and I applaud you for that.

The Small Business Community represents such a critical part of New Mexico's current economy and future prosperity, and you are a vital part of that future. I am proud of your many achievements and wish you continued success in your important work.

As you move forward, if I can be of help to you, please don't hesitate to call on me. Once again, congratulations on your wonderful achievement.

Sincerely,

Jeff Bingaman  
United States Senator

PLEASE REPLY TO:

625 SILVER AVENUE, SW, SUITE 130  
ALBUQUERQUE, NM 87102  
(505) 346-6601

148 LORETTO TOWNE CENTRE  
505 SOUTH MAIN, SUITE 148  
LAS CRUCES, NM 88001  
(505) 523-6561

P.O. BOX 1977  
118 BRIDGE STREET, SUITE 3  
LAS VEGAS, NM 87701  
(505) 454-8824

105 WEST THIRD, SUITE 409  
ROSWELL, NM 88201  
(505) 622-7113

119 EAST MARCY, SUITE 101  
SANTA FE, NM 87501  
(505) 988-6647

**United States Senate**  
WASHINGTON, DC 20510-3101

April 20, 2005

Nick Griego, Sr. President  
Nick Griego, Jr. Vice President  
Mario Griego, Treasurer  
Winston Griego, Secretary  
David Griego, Division Manager  
Gerald Griego, Manager  
Griego & Sons Construction, Inc.  
1155 Kimberly  
Clovis, New Mexico 88101

Dear Nick & Sons:

This is a special day for every member of the Griego family and I want to take the opportunity to extend to you my sincere congratulations for being selected by the Small Business Administration as The "2005 New Mexico Small Business Family Owned Small Business of the Year."

In 1972, when Nick Griego Concrete began as a sole proprietorship, it operated as a concrete construction company. With the addition of each son that joined the company, the business grew and expanded the services provided to their customers. Today Nick Griego & Sons Construction, Inc., is truly a company that has earned this prestigious award and recognition as the 2005 Family owned Small Business of the Year!

Small businesses are responsible for the majority of jobs created in New Mexico, your important contribution to grow this business, which contributes a critical roll in the economic development of the state.

On behalf of all New Mexicans, I congratulate you. I appreciate your contributions to the community.

Sincerely,

  
Pete V. Domenici  
United States Senator

**ALBUQUERQUE OFFICE:**

ALBUQUERQUE PLAZA  
201 3RD STREET, NW  
SUITE 710  
ALBUQUERQUE, NM 87102  
(505) 346-6791  
FAX: (505) 346-6720

**LAS CRUCES OFFICE:**

LORETTA TOWN CENTER  
505 SOUTH MAIN  
SUITE 118  
LAS CRUCES, NM 88001  
(505) 526-5475  
FAX: (505) 523-6589

**ROSWELL OFFICE:**

FEDERAL BUILDING  
ROOM 140  
ROSWELL, NM 88201  
(505) 623-6170  
FAX: (505) 625-2547

**SANTA FE OFFICE:**

120 SOUTH FEDERAL PLACE  
ROOM 302  
SANTA FE, NM 87501  
(505) 988-6511  
FAX: (505) 988-6514

**WASHINGTON, DC OFFICE:**

SENATE HART OFFICE BUILDING  
ROOM 328  
WASHINGTON, DC 20510-3101  
(202) 224-6621  
FAX: (202) 228-3261



HEATHER WILSON  
1ST DISTRICT, NEW MEXICO

ENERGY AND COMMERCE

SUBCOMMITTEES:  
TELECOMMUNICATIONS  
AND THE INTERNET  
HEALTH  
ENERGY AND AIR QUALITY  
ENVIRONMENT AND  
HAZARDOUS MATERIALS

HOUSE ARMED SERVICES

SUBCOMMITTEES:  
STRATEGIC FORCES  
MILITARY READINESS

Mr. Nick Griego, Sr.  
President  
Nick Griego & Sons Construction, Inc.  
1155 Kimberly Lane  
Clovis, New Mexico 88101

Congress of the United States  
House of Representatives  
Washington, DC 20515-3101

April 15, 2005

318 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515-3101  
(202) 225-6316  
FAX: (202) 225-4975

20 FIRST PLAZA, NW  
SUITE 603  
ALBUQUERQUE, NM 87102  
(505) 346-6781  
FAX: (505) 346-6723

<http://www.house.gov/wilson>

Dear Griego Family,

Congratulations on the honor of being named the **2005 SBA Family Owned Small Business of the Year**. You are a credit to the business community and set a high standard for other business owners throughout New Mexico.

I applaud you for the success you have achieved through hard work, skill, and dedication to your business and your customers. Having the opportunity to visit small businesses throughout the First Congressional District, as well as having been a small business owner myself, I understand many of the challenges you face. Small businesses are the backbone of our economy, providing 8 of every 10 new jobs created. It is good to see your efforts as a family recognized.

Thank you for contributing to the economy of our state and to the business community of Eastern New Mexico. Best wishes for your continued success.

Sincerely,

Heather Wilson  
Member of Congress

HW:haw

P.S. You can get current news from Congress every week **FREE** by signing up at <http://www.house.gov/wilson> for our e-newsletter.

**TOM UDALL**  
3D DISTRICT, NEW MEXICO

**DEMOCRATIC STEERING AND  
POLICY COMMITTEE**

**AT-LARGE WHIP**

1414 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-6190

811 SAINT MICHAELS DRIVE  
SUITE 104  
SANTA FE, NM 87505  
(505) 984-8950

[www.tomudall.house.gov](http://www.tomudall.house.gov)



**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515-3103

COMMITTEES:

**RESOURCES**

SUBCOMMITTEE ON ENERGY AND  
MINERAL RESOURCES

SUBCOMMITTEE ON  
FORESTS AND FOREST HEALTH

SUBCOMMITTEE ON  
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PUBLIC LANDS

**SMALL BUSINESS**

**RANKING MEMBER**

SUBCOMMITTEE ON WORKFORCE,  
EMPOWERMENT, AND GOVERNMENT PROGRAMS

**VETERANS' AFFAIRS**

SUBCOMMITTEE ON  
OVERSIGHT AND INVESTIGATIONS

April 20, 2005

Nick Griego, President  
1155 Kimberly  
Clovis, NM 88101

Dear Nick and Family:

Congratulations on your award for SBA Family Owned Small Business of the Year by the New Mexico Small Business Administration. I appreciate your spirit of entrepreneurship, your tenacity and your hard work. I know that these qualities along with your leadership and vision have been instrumental to your success.

As a member of the House Small Business Committee, I have had many opportunities to see that small businesses are the engines of economic growth both here in New Mexico and across the nation. Businesses such as yours become the backbone of communities and provide much needed jobs and opportunities that people would not otherwise have. Thank you for your contributions to your community, as well as our great state.

Nick, I wish you and your family well in your future endeavors and again, congratulations on your accomplishments. I look forward to hearing of your continued success.

Very truly yours,

Tom Udall  
Member of Congress

BRANCH OFFICES:

321 NORTH CONNELLY STREET  
CLOVIS, NM 88101  
P.O. Box 868  
88102-0868  
(505) 763-7616

800 MUNICIPAL DRIVE  
FARMINGTON, NM 87401  
(505) 324-1005

110 WEST AZTEC, ROOM 102  
GALLUP, NM 87301  
(505) 863-0582

LUNA COMMUNITY COLLEGE  
ADMINISTRATION BUILDING, ROOM 106  
100 LUNA DRIVE  
P.O. Box 926  
LAS VEGAS, NM 87701  
(505) 454-4080

3900 SOUTHERN BOULEVARD, SE  
ROOM 105-A  
RIO RANCHO, NM 87124  
(505) 994-0499

## **Appendix D – Approach to Recycling**

Complete Appendix D by describing your company's approach to recycling.

Recycling construction waste is important to Nick Griego & Sons Construction, Inc. and the environment. Recycle and reuse option for construction materials is an integral part of our approach. We will contact local recyclers to determine what materials is accepted to ensure we keep these materials separated. If the project accumulates large amounts of recyclable debris, we will utilize recycle bins for the project.

Steel and metal will be separated and sent to recycle centers.

Concrete can be recycled into many reusable materials. Nick Griego & Sons Construction, Inc. use the recycled concrete in driveway materials, base course and we even go as far as utilizing in non spec/structural concrete.

Asphalt pavement is heavily recycled to be mixed in new asphalt mix better know as RAP (Recycled Asphalt Pavement). It can also be crushed and be used as base course.

Clean untreated lumber can be re used or chipped into ground or landscape cover. Lumber can also be recycled to make engineered lumber if recycle centers are available.

The recycle of asphalt and concrete has been a \$100,000.00 to \$250,000.00 per year revenue stream for Nick Griego & Sons Construction, Inc. ove the last 5 to 7 years.

## Appendix E - Key Personnel Project Manager

**Name:** Michael Rael

**Name:** \_\_\_\_\_

**Title:** Project Manager

**# of Years with the Firm:** 30 Years

**Experience with the Following Type of Construction Services:**

General Construction       Mechanical, Electrical, and Plumbing       Roofing       Painting

**# of Years as a Project Manager for Type of Construction Services Selected Above:** 10 Years

**Check All Relevant Experience:**

Projects for Higher Education Owners     Laboratory Renovations       Clinical / Medical Environment

General Construction     Roofing Replacement/Repair     Mechanical Upgrades     Electrical Upgrades

Interior Renovation     Asbestos abatement       Exterior / Interior painting     Boiler Replacement

Bituminous Paving     Concrete     Masonry     Exterior Facade     Security Camera Installation

Canopy Replacement/Repair     Elevator Repair/Replacement     Escalator Repair/Replacement

Overhead Doors     Glass Installation     Steel Erection     Concrete Floor

Duct bank repair / installation     Outdoor light installation     Fire Suppression System Installation

Landscaping     Fencing     Earthwork / Site Work     Demolition     Painting

**ATTACH RESUME**   

Yes

**Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

**Agency's contact: Name** Johnnie Cain      **Title** Superintendent

Telephone: 575-356-7000      Email Address: jcain@portalesschools.com

**Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

**Agency's contact: Name** Norman Kia      **Title** Vice President for IT and Operations

Telephone: 575-769-4074      Email Address: kian@clovis.edu

**RESUME  
OF  
MICHAEL N. RAEL  
PROJECT MANAGER / QUALITY CONTROL MANAGER / ESTIMATOR**

**EDUCATION / QUALIFICATIONS**

- Graduated from Clovis High School in 1995
- Owner of GB98 License for MNR Construction, Inc.
- Certified Construction Manager (CMCI)
- Certified as Corps of Engineers Quality Control Manager
- Certified as ACI Flatwork Finisher
- Certified NMDOT Traffic Control Supervisor
- Certified in Training for PCC Airfield Paving through Transportation Systems Center
- Certified OSHA 30 Training
- Certified CPR/Basic First Aid Training
- Primavera P6 Scheduler

**RELATED EXPERIENCE**

- a. **Position** – Construction Manager, Project Manager, Quality Control Manager, Estimator, Scheduler, Purchasing Manager, and Safety Officer
- b. **Duties and Responsibilities** – Duties include all estimating for Commercial/Industrial/Residential Projects, Producing all Contracts and Purchase Orders, Producing and implementing all Accident Prevention/Quality Control Plans, Handling of all Correspondence for each project, Producing all RFIs, Conducting all Project Meetings, Producing and implementing all Project Schedules, Producing and Submission of all Project Submittals, Producing all Project Pay Applications, handling of all Purchasing of Material needed for each and every project, Producing of all Project Closeout Documentation
- c. **Major Accomplishments** – I have completed several projects with several different scopes ranging from Large Scale Airfield Pavement, Hangar Renovations, Existing Building Renovations, New Construction for Regional Schools/Government/Local City, County, and State Entities, Airfield Lighting, Large Scale Landscaping, Residential, Commercial, and Industrial Buildings.
- d. **Number of Personnel Supervised** – The number of personnel supervised ranges from 1 to 50 personnel dependent on the project and scope.

**PROJECT EXPERIENCE**

**I have served as Project Manager / Quality Control Manager / Scheduler / Safety Officer on the following projects:**

- James Bickley Elementary School – Clovis, NM
- Highland Elementary School – Clovis, NM
- Parkview Elementary School – Clovis, NM
- Lockwood Elementary School – Clovis, NM
- Steiner Lindsey Elementary School – Portales, NM
- ENMU Campus Union Renovations – Portales, NM
- Plateau Telecommunications New Data Center – Clovis, NM
- Plateau Clayton Office Renovation – Clayton, NM
- Texico Port of Entry – Texico, NM
- Clovis Municipal Airport TSA Security Upgrades
- CAFB Building 300 Walking Bridge Replacement
- Clovis Community College Parking Lot Improvements
- Clovis Community College Science Lab Room Renovations

- City of Clovis Chamber of Commerce Office Renovations
- City of Clovis Main Street Sidewalks Improvements
- Curry County Ranchvale Fire Station
- Curry County Road Barn
- Clayton Municipal Schools Re-stucco and Repairs
- Clayton Municipal Schools ADA Toilet Renovations
- Clovis Municipal Schools Administration Parking Lot Improvements
- Curry County 5<sup>th</sup> and Gidding Parking Lot
- Curry County Main Street Parking Lot
- Logan Senior Center Parking Lot Improvements
- Pilot Travel Center
- Portales Municipal Schools Jr. High Cafeteria Renovation
- Portales Municipal Schools High School Culinary Arts Renovation
- Portales Municipal Schools High School Parking Lot Improvements
- Portales Municipal Schools James Elementary School Parking Lot Improvements
- Texico Road and Drainage Improvements
- Tucumcari Courthouse Renovations
- Tucumcari Senior Center Addition and Interior Renovations
- Clovis Municipal Schools Sandia Parking Lot Improvements

**Other information that demonstrates the individual's strengths for this project** – I understand the concept of the each and every construction phase and know what resources are needed to complete each activity. With my Project Manager knowledge, I understand the coordination that is needed to have a successful project. With my Scheduling knowledge, I understand the importance of time constraints and needs to meet those deadlines. With my Quality Control Manager knowledge, I understand the need to produce a quality product for End User needs by meeting the Project Specifications and Drawings.

## **REFERENCES**

Winston Griego – President/Owner of Nick Griego and Sons Construction, Inc.  
 Gerald Griego – CEO / Owner of Nick Griego and Sons Construction, Inc.  
 Donna Russell – Resident Engineer for Corps of Engineers (CAFB Office)  
 Kevin Myers – Owner of Myers Electric, Inc.  
 Johnnie S. Cain – Portales Municipal Schools Superintendent  
 John King – Gordian Group  
 Chad Lydick – Lydick Engineers, Inc.  
 James Harris – Clovis Municipal Airport

## Appendix F - Key Personnel Lead Superintendent

**Name:** Eddie Romero

**Name:** \_\_\_\_\_

**Title:** Superintendent

**# of Years with the Firm:** 15 Years

**Experience with the Following Type of Construction Services:**

General Construction       Electrical       Mechanical       Roofing

**Experience with the Following Type of Construction Services:**

General Construction       Mechanical, Electrical, and Plumbing       Roofing       Painting

**# of Years as a Project Manager for Type of Construction Services Selected Above:** 20 Years

**Check All Relevant Experience:**

Projects for Higher Education Owners     Laboratory Renovations       Clinical / Medical Environment

General Construction     Roofing Replacement/Repair     Mechanical Upgrades     Electrical Upgrades

Interior Renovation     Asbestos abatement       Exterior / Interior painting     Boiler Replacement

Bituminous Paving     Concrete     Masonry     Exterior Facade     Security Camera Installation

Canopy Replacement/Repair     Elevator Repair/Replacement     Escalator Repair/Replacement

Overhead Doors     Glass Installation     Steel Erection     Concrete Floor

Duct bank repair / installation     Outdoor light installation     Fire Suppression System Installation

Landscaping     Fencing     Earthwork / Site Work     Demolition       Painting

**ATTACH RESUME**     Yes

**Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

**Agency's contact: Name** Johnnie Cain      **Title** Superintendent

Telephone: 575-356-7000      Email Address: jcain@portalesschools.com

**Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

**Agency's contact: Name** John King      **Title** Account Manager

Telephone: 575-714-2573      Email Address: john.king@gordian.com

**EDDIE ROMERO**  
**PROJECT SUPERINTENDENT**

**RESPONSIBILITIES**

As Project Superintendent Mr. Eddie Romero is responsible for contract administration, scheduling and coordinating work activities of subcontractors and tradesmen, crew hiring and supervision, controlling of materials, tools and equipment operation. Resolves problems, recommends modifications and implements any changes. As the senior corporate representative at the construction site Mr. Romero also enforces all applicable safety standards and manages all on-site staff, Quality Control, administrative and operational.

**PROFESSIONAL EXPERIENCE**

Mr. Romero was directly responsible as project superintendent on the following select list of projects:

**CAFB RECCD Hangar 199- CAFB NM – Value \$259,511.00**

Removal and Replacement of interior Hangar Concrete Slabs

**CAFB PV Systems – CAFB NM – Value \$46,895.00**

New Concrete Slab for new Solar Energy Panels

**ENMU Golden Student Success Center –Portales NM – Value \$1,616,528.00**

Site Concrete, Building Concrete, Earthwork and Demolition

**City of Clovis Security Upgrades – Clovis NM – Value \$289,077.53**

Renovation of Airport Terminal adding TSA Security to Facility

**Clovis High School Flooring Upgrades; Clovis NM – Value \$726,885.59**

Demo Existing Flooring and install LVT and Polished Concrete

**CMS Cameo School Flooring Upgrades – Clovis NM – Value \$401,908.00**

Demo Existing Flooring and install LVT and Polished Concrete



**Plateau Telecommunications New Data Center- Clovis NM – Value \$2,615,000.00**

Renovation to Existing Building and New Addition for New Data Center.

**Texico Road and Drainage Improvements – Texico, NM – Value \$323,245.00**

Improvements to three streets which includes Asphalt Pavement, Concrete Curb and Gutter, Concrete Approaches, and Sidewalks.

**ENMU Campus Union Building Renovation – Portales, NM – Value \$1,700,000.00**

Renovation of Interior of the ENMU Campus Union Building, Renovation of Existing Classrooms And Restrooms, Renovation of Existing Cafeteria, New Construction of New Restaurant on Bottom floor.

**Portales Municipal Schools Junior High School Gym/Cafeteria Renovation – Portales, NM Value \$1,423,000.00**

Renovation of Existing Gym/Cafeteria Building, Renovation of Kitchen Area and Restrooms

**Brown Early Childhood Development Center – Portales, NM – Value \$3,700,000.00**

Renovation and addition of school, includes playground area and parking area, renovation area.

**Security Forces Operation Bldg. – Cannon Air Force Base – Value \$5,200,000.00**

New Construction of Security Forces Bldg. and demolition of two buildings.

**Control Tower – Cannon Air Force Base – Value \$5,200,000.00**

New 130 ft. control tower constructed of precast concrete. Complete with traction elevator, structural steel cab, separate mechanical yard with 350 kva aux. power, parking area and landscape. Also included the demolition of the old 92 ft. control tower.

**Tucumcari Elementary School Phase 3 – Tucumcari, NM – Value \$2,600,000.00**

New 26,000 sq. ft. classroom building complete with parking areas, storm drain system and landscape.

**Tucumcari Elementary School Phase 2 – Tucumcari, NM – Value \$2,200,000.00**

New 14,600 sq. ft. addition to an existing school and a 13,500 sq. ft. cafeteria/multi-purpose room.

**ADAL Dormitory – Cannon Air Force Base – Value \$4,000,000.00**

Complete remodel to a three story dorm. Including all new roof structures, precast and cast in place exterior walk ways.

**Repair Propulsion Shop – Cannon Air Force Base – Value \$766,000.00**

Industrial remodel. Installation of new structural members and three 10 ton bridge crane assemblies, 76' span upgraded of mechanical and electrical systems to accommodate new equipment.

**ADAL Commissary – Cannon Air Force Base – Value \$3,600,000.00**

Complete remodel and new additions to Main Commissary Building. Work included complete replacement of refrigeration, produce, meat handling, bakery and delicatessen equipment. All work was accomplished while Commissary remained operational.

**Physical Fitness, Combat Operations and Youth Center Package – Cannon Air Force Base – Value \$2,800,000.00**

Complete remodel and addition, upgrades of mechanical and electrical systems, installation of new vault doors and other high security equipment in the Combat Ops. Facility.

**BACKGROUND**

Extensive experience in all phases of general construction – commercial and residential. Has worked closely with the U.S. Army Corps of Engineers, U.S. Air Force, other federal, state, and county agencies, and various private enterprises.

Holder of NM GB98 General Contractors License

**REFERENCES**

Donna Russell – Resident Engineer U.S. Army Corps of Engineers @ CAFB – 575-784-4350

Winston Griego – Owner/President of Nick Griego and Sons Construction, Inc. – 575-935-5400

## Appendix G – Key Personnel Safety Manager

**Name:** Jesus Griego

**Name:** \_\_\_\_\_

**Title:** Safety Manager

**# of Years with the Firm:** 24

**Experience with the Following Type of Construction Services:**

General Construction       Mechanical, Electrical, and Plumbing       Roofing       Painting

**# of Years as a Project Manager for Type of Construction Services Selected Above:** 10

**Check All Relevant Experience:**

Projects for Higher Education Owners     Laboratory Renovations       Clinical / Medical Environment

General Construction     Roofing Replacement/Repair     Mechanical Upgrades     Electrical Upgrades

Interior Renovation     Asbestos abatement       Exterior / Interior painting     Boiler Replacement

Bituminous Paving     Concrete     Masonry     Exterior Facade     Security Camera Installation

Canopy Replacement/Repair     Elevator Repair/Replacement     Escalator Repair/Replacement

Overhead Doors     Glass Installation     Steel Erection     Concrete Floor

Duct bank repair / installation     Outdoor light installation     Fire Suppression System Installation

Landscaping     Fencing     Earthwork / Site Work     Demolition       Painting

**ATTACH RESUME**     Yes

**Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

**Agency's contact: Name** John King      **Title** Account Manager

Telephone: 575-714-2573      Email Address: john.king@gordian.com

**Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

**Agency's contact: Name** Ronnie Anaya      **Title** Coordinator of Physical Plant/Grounds

Telephone: 575-769-4510      Email Address: ronnie.anaya@clovis-schools.org

**Jesus Griego**  
**RESUME**

Name: Jesus Griego

Title: Safety Officer

Company: Nick Griego & Sons Construction, Inc.

No. of Years With This Firm 23 With other firms 0

Education: Degree(s)/Year/Specialization Graduated from Clovis High School in 1998, CPR Certified, Blood Borne Pathogens Certified, Windows 2007 Certified, MSHA Certified, OSHA 10 and 30 Certified.

EXPERINECE:

As a **Safety Manager**, Mr. Griego has been involved with the following projects:

**Nick Griego & Sons Construction Aggregate Mine:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Mining Activities, Ensure that all proper PPE were being worn at all times, conducting all Safety Meetings on a daily basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all MSHA standards. Completed all MSHA reporting requirments and was present during all mining inspections and audits.

**Miscellaneous Asphalt Paving Projects @ CAFB:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Project Activities, Ensure that all proper PPE were being worn at all times, conducting all Safety Meetings on a weekly basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all Activity Hazard Analysis Forms for the project

**CAFB Housing Development:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Project Activities, Ensure that all proper PPE were being worn at all times, conducting all Safety Meetings on a weekly basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all Activity Hazard Analysis Forms for the project, Attend all General Contractor Team Safety Meetings

**Los Ninos Playground Improvements:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Project Activities, Ensure that all proper PPE were being worn at all times, conducting all Safety Meetings on a weekly basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all Activity Hazard Analysis Forms for the project,

**Barry Parking Lot Improvements Phase II:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Project Activities, Ensure that all proper PPE were being

worn at all times, conducting all Safety Meetings on a weekly basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all Activity Hazard Analysis Forms for the project

**Pilot Travel Center:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Project Activities, Ensure that all proper PPE were being worn at all times, conducting all Safety Meetings on a weekly basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all Activity Hazard Analysis Forms for the project

**Eagle Claw Boulevard @ CAFB:** Duties for this project were as follows: To ensure that all Safety Protocol were being followed through all Project Activities, Ensure that all proper PPE were being worn at all times, conducting all Safety Meetings on a weekly basis, Ensure that all MSDS Documentation is up to date during the course of construction, Produce and implement all Activity Hazard Analysis Forms for the project

## Appendix K – Indefinite Quantity Contract Experience

### General

- 1 Agency Name: **Cooperative Educational Service**
- 2 Contract #: **Multiple Award**

### Reference Information

- 3 Reference Name, Position: **Kelly Basham**
- 4 Address: **4216 Balloon Park Road NE**
- 5 City, State Zip Code: **Albuquerque, NM 87109-5801**
- 6 Phone Number: **505-344-5470**
- 7 E-mail Address: **kelly@ces.org**

### Contract Time:

- 8 Potential Maximum Time:\* **21 Years**
- 9 Award Date: **4/01/2006**
- 10 Expiration / Termination Date (Or Still Active): **Active**

### Contract Amounts:

- 11 Potential Maximum Amount:\*\* **\$40,000,000.00**
- 12 Total Amount of Work Issued (\$): **\$15,299,630.04**
- 13 Total Number of Job Orders Issued (#): **100+**

### Key Personnel

- 14 Name and Position: **Gerald Griego, CEO/Project Manager**
- 15 Name and Position: **Michael Rael, Project Manager/QC**
- 16 Name and Position: **Kenneth Truelock, Eddie Romero, Jimmy Gallegos, David Griego**
- 17 Name and Position: **Jesus Griego, Safety Officer**
- 18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

## Appendix K – Indefinite Quantity Contract Experience

### General

1 Agency Name: **Clovis Municipal Schools**

2 Contract #: **14-205**

### Reference Information

3 Reference Name, Position: **John King, Deputy Director of Operations -Employed Elsewhere**

4 Address: **500 E LLano Estacado**

5 City, State Zip Code: **Clovis, NM 88101**

6 Phone Number: **575-714-2573**

7 E-mail Address: **john.king@gordian.com**

### Contract Time:

8 Potential Maximum Time:\* **4 Years**

9 Award Date: **4/21/2014**

10 Expiration / Termination Date (Or Still Active): **4-21-2018**

### Contract Amounts:

11 Potential Maximum Amount:\*\* **\$10,000,000.00**

12 Total Amount of Work Issued (\$): **\$6,600,014.32**

13 Total Number of Job Orders Issued (#): **40+**

### Key Personnel

14 Name and Position: **Gerald Griego, CEO**

15 Name and Position: **Michael Rael, Project Manager**

16 Name and Position: **Kenneth Truelock, Superintendent**

17 Name and Position: **Jesus Griego, Safety Officer**

18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**

19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

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\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

## Appendix K – Indefinite Quantity Contract Experience

### General

1 Agency Name: **Clovis Municipal Schools**

2 Contract #: **GC JOC #21-CMS-0008**

### Reference Information

3 Reference Name, Position: **John King, Deputy Director of Operations -Employed Elsewhere**

4 Address: **500 E LLano Estacado**

5 City, State Zip Code: **Clovis, NM 88101**

6 Phone Number: **575-714-2573**

7 E-mail Address: **john.king@gordian.com**

### Contract Time:

8 Potential Maximum Time:\* **4 Years**

9 Award Date: **4/27/2021**

10 Expiration / Termination Date (Or Still Active): **CurrentlyActive**

### Contract Amounts:

11 Potential Maximum Amount:\*\* **\$12,500,000.00**

12 Total Amount of Work Issued (\$): **\$4,321,561.67**

13 Total Number of Job Orders Issued (#): **30+**

### Key Personnel

14 Name and Position: **Gerald Griego, CEO**

15 Name and Position: **Michael Rael, Project Manager**

16 Name and Position: **Eddie Romero, Superintendent**

17 Name and Position: **Jesus Griego, Safety Officer**

18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**

19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.



## Appendix K – Indefinite Quantity Contract Experience

### General

1 Agency Name: **Clovis Municipal Schools**

2 Contract #: **18-CMS-NGS-GC-0003**

### Reference Information

3 Reference Name, Position: **John King, Deputy Director of Operations -Employed Elsewhere**

4 Address: **500 E LLano Estacado**

5 City, State Zip Code: **Clovis, NM 88101**

6 Phone Number: **575-714-2573**

7 E-mail Address: **john.king@gordian.com**

### Contract Time:

8 Potential Maximum Time:\* **4 Years**

9 Award Date: **4/24/2018**

10 Expiration / Termination Date (Or Still Active): **4/21/2021**

### Contract Amounts:

11 Potential Maximum Amount:\*\* **\$12,500,000.00**

12 Total Amount of Work Issued (\$): **\$4,005,816.72**

13 Total Number of Job Orders Issued (#): **25+**

### Key Personnel

14 Name and Position: **Gerald Griego, CEO**

15 Name and Position: **Michael Rael, Project Manager**

16 Name and Position: **Eddie Romero, Superintendent**

17 Name and Position: **Jimmy Gallegos, Superintendent**

18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**

19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

## Appendix K – Indefinite Quantity Contract Experience

### General

- 1 Agency Name: **U.S Air Force/DFAS/27th Contracting/**
- 2 Contract #: **Multiple Paving and General Construction IDIQ's**

### Reference Information

- 3 Reference Name, Position: **Contracting Division**
- 4 Address: **CAFB NM**
- 5 City, State Zip Code: **Clovis NM, 88101**
- 6 Phone Number: **575-784-2321**
- 7 E-mail Address:

### Contract Time:

- 8 Potential Maximum Time:\* **8 Years**
- 9 Award Date: **04/18/2002**
- 10 Expiration / Termination Date (Or Still Active): **10/31/2008**

### Contract Amounts:

- 11 Potential Maximum Amount:\*\* **Unlimited 8A Contracts**
- 12 Total Amount of Work Issued (\$): **\$11,467,126.98**
- 13 Total Number of Job Orders Issued (#): **100+**

### Key Personnel

- 14 Name and Position: **Gerald Griego, CEO/Project Manager**
- 15 Name and Position: **Michael Rael, Project Manager/QC**
- 16 Name and Position: **Kenneth Truelock, Eddie Romero, Jimmy Gallegos, David Griego**
- 17 Name and Position: **Jesus Griego, Safety Officer**
- 18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

## Appendix K – Indefinite Quantity Contract Experience

### General

1 Agency Name: **U.S Army Corps of Engineers**

2 Contract #: **Multiple IDIQ's**

### Reference Information

3 Reference Name, Position: **Contracting Division**

4 Address: **4101 Jefferson Plaza NE**

5 City, State Zip Code: **Albuquerque, NM 87109-3435**

6 Phone Number: **505-342-3453**

7 E-mail Address:

### Contract Time:

8 Potential Maximum Time:\* **12 Years**

9 Award Date: **6/30/2001**

10 Expiration / Termination Date (Or Still Active): **6/04/2013**

### Contract Amounts:

11 Potential Maximum Amount:\*\* **\$40,000,000.00**

12 Total Amount of Work Issued (\$): **\$27,422,071.95**

13 Total Number of Job Orders Issued (#): **100+**

### Key Personnel

14 Name and Position: **Gerald Griego, CEO/Project Manager**

15 Name and Position: **Michael Rael, Project Manager/QC**

16 Name and Position: **Kenneth Truelock, Eddie Romero, Jimmy Gallegos, David Griego**

17 Name and Position: **Jesus Griego, Safety Officer**

18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**

19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

## Appendix K – Indefinite Quantity Contract Experience

### General

1 Agency Name: **Portales Municipal Schools**

2 Contract #: **2018-PMS-NGS**

### Reference Information

3 Reference Name, Position: **Johnnie Cain**

4 Address: **501 S Abilene Ave**

5 City, State Zip Code: **Portales NM 88130**

6 Phone Number: **575-356-7000**

7 E-mail Address:

### Contract Time:

8 Potential Maximum Time:\* **4 Years**

9 Award Date: **5/11/2019**

10 Expiration / Termination Date (Or Still Active): **5/10/2022**

### Contract Amounts:

11 Potential Maximum Amount:\*\* **\$10,000,000.00**

12 Total Amount of Work Issued (\$): **\$2,705,234.09**

13 Total Number of Job Orders Issued (#): **+20**

### Key Personnel

14 Name and Position: **Gerald Griego, CEO/Project Manager**

15 Name and Position: **Michael Rael, Project Manager/QC**

16 Name and Position: **Kenneth Truelock, Eddie Romero, Jimmy Gallegos, David Griego**

17 Name and Position: **Jesus Griego, Safety Officer**

18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? **NO**

19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

\* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

\*\* Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

## Part 1 Schedule of Prices

Attach this schedule of Prices to Appendix L

OFFEROR'S NAME:

NICK GRIEGO & SONS CONSTRUCTION, INC.

For the UNM Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Campus/Contract Type being proposed may result in the bid for that Campus/Contract Type being deemed non-responsive. **The Contractor is to include the administrative fee of 2.98% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

UNM Job Order Contracting Program		CONTRACT TYPES		
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Main Campus (Albuquerque)	Normal Working Hours (60%)	1.375		
	Other Than Normal Working Hours (30%)	1.535		
	Non Pre-Priced (10%)	1.325		
	<b>Award Criteria Figure</b>	1.4180	0.0000	0.0000
Northern New Mexico Branch Campuses	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
	Normal Working Hours (60%)	1.415		
	Other Than Normal Working Hours (30%)	1.475		
	Non Pre-Priced (10%)	1.325		
	<b>Award Criteria Figure</b>	1.4240	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
	Normal Working Hours (60%)	1.395		
	Other Than Normal Working Hours (30%)	1.555		
	Non Pre-Priced (10%)	1.325		
	<b>Award Criteria Figure</b>	1.4360	0.0000	0.0000

### NOTES TO OFFERERS

- The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
- The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000
- The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
- When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being Performed.
- Make sure to attach this Part 1: Schedule of Prices to Appendix L in your proposal

By: Authorized Signature:



Gerald Griego, CEO

By: Same Name and title Printed or Typed:

Date: 11/17/2022

For the UNM Cooperative Purchasing Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Region/Contract Type being propose may result in the bid for that Region/Contract Type being deemed non-responsive. A complete map of the regions can be found in the Purpose of this RFP Document. **The Contractor is to include the administrative fee of 7.50% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

UNM Cooperative Purchasing Job Order Contracting Program		CONTRACT TYPES		
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #1	Normal Working Hours (60%)	1.47		
	Other Than Normal Working Hours (30%)	1.63		
	Non Pre-Priced (10%)	1.37		
	<b>Award Criteria Figure</b>	1.5086	0.0000	0.0000
Region #2	Normal Working Hours (60%)	1.455		
	Other Than Normal Working Hours (30%)	1.615		
	Non Pre-Priced (10%)	1.37		
	<b>Award Criteria Figure</b>	1.4945	0.0000	0.0000
Region #3	Normal Working Hours (60%)	1.455		
	Other Than Normal Working Hours (30%)	1.615		
	Non Pre-Priced (10%)	1.37		
	<b>Award Criteria Figure</b>	1.4945	0.0000	0.0000

Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #4	Normal Working Hours (60%)	1.505		
	Other Than Normal Working Hours (30%)	1.665		
	Non Pre-Priced (10%)	1.39		
	<b>Award Criteria Figure</b>	1.5415	0.0000	0.0000
Campus / Region	<b>Adjustment Factor Name</b>	<b>General Construction</b>	<b>Mechanical, Electrical, Plumbing</b>	<b>Roofing</b>
	Normal Working Hours (60%)	1.395		
	Other Than Normal Working Hours (30%)	1.555		
	Non Pre-Priced (10%)	1.345		
	<b>Award Criteria Figure</b>	1.4380	0.0000	0.0000
Region #5	Normal Working Hours (60%)	1.395		
	Other Than Normal Working Hours (30%)	1.555		
	Non Pre-Priced (10%)	1.345		
	<b>Award Criteria Figure</b>	1.4380	0.0000	0.0000

# CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> <b>Stuart Kuyper /Jenny Coughlin</b>
<b>USI Southwest Inc. NM - CL</b>		<b>PHONE (A/C, No, Ext): 505 262-2621</b> <b>FAX (A/C, No): 855-512-3881</b>
<b>4100 Osuna Road NE Suite 2-203</b>		<b>E-MAIL ADDRESS: Jenny.Coughlin@usi.com</b>
<b>Albuquerque, NM 87109</b>		
<b>505 262-2621</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
<b>INSURER A : Donegal Mutual Insurance Company</b>		<b>13692</b>
<b>INSURER B : New Mexico Mutual Casualty Company</b>		<b>40627</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

**Nick Griego & Sons Construction, Inc**  
**1155 Kimberly Lane**  
**Clovis, NM 88101**

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPT9060748	06/10/2022	06/10/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="checked" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA9060748	06/10/2022	06/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> EXCESS LIAB DED <input checked="checked" type="checkbox"/> RETENTION \$0			CXL9060748	06/10/2022	06/10/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="checked" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	55894117	06/10/2022	06/10/2023	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Bid for Job Order Contract RFP - 2379-23.**

The General Liability and Auto Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
University of New Mexico-Purchasing Department 700 Lomas Blvd. NE #2600 MSC01 1740 Albuquerque, NM 87131-0001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Arthur J. Davis</i>



## DESCRIPTIONS (Continued from Page 1)

behalf of the named insured.

The General Liability policy also includes Additional Insured Ongoing and Completed Operations to the certificate holder, only when there is a written contract.

The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with Primary and Noncontributory wording when required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW MEXICO ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury" or "property damage" is caused by your negligence, acts or omissions or the negligence acts or omissions of those performing operations on your behalf.

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for such person or organization at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
  - a. The coverage you have agreed to provide in the written contract or agreement; or
  - b. The coverage provided by this endorsement.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

1. This does not apply to "bodily injury" or "property damage" occurring:
  - a. Prior to the date the written contract or agreement was executed and in effect;
  - b. After all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of such person or organization at the site or location of the covered operations has been completed; or

c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. "Property damage" to:

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
- b. Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services.

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

- a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
- b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED  
IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. The insurance afforded to such additional insured will not be broader than:
  - a. The coverage you have agreed to provide in the written contract or agreement; or
  - b. The coverage provided by this endorsement.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- 1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.
- 2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
  - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
  - b. Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services.

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

**C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

- 8. The most we will pay under the insurance provided by this endorsement is:
  - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
  - b. The applicable Limit of Insurance shown in the Declarations,
 whichever is less.

**D.** With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:

- (1) Primary and non-contributory; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CGD 09 08 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS SILVER SERIES  
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE\***

Coverage

Limit(s) of Insurance

Page

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

#### **I. NON-OWNED WATERCRAFT COVERAGE**

A. Subparagraph **g.(2)** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

#### **II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE**

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

A. Subparagraph **j. Damage To Property** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

### III. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.



- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

#### **IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS**

- A. Subparagraph **b.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:

**b.** Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Subparagraph **d.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

#### **V. BROAD FORM NAMED INSURED COVERAGE**

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph **1.** as found in **SECTION II - WHO IS AN INSURED**:

- f.** An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

#### **VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE**

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

#### **VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE**

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### **VIII. BROADENED WHO IS AN INSURED**

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

- A. 1.** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (4) or (6) above; or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.

5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land;
    - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
  7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
  8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to
    - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
    - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
  9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
      - (b) The construction, erection, or removal of elevators; or
      - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
  - C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
    1. The coverage you have agreed to provide in the written contract or agreement; or
    2. The coverage provided by this endorsement.
  - D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
  - E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
    1. Prior to the date the written contract or agreement was executed and in effect;
    2. After your contract or agreement with such additional insured ends; or
    3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
  - F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:
    1. Primary and non-contributory basis; or
    2. Contributory basis.

#### IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

**X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION**

**A. With respect to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE C. MEDICAL PAYMENTS only, the following provision is added to SECTION III - LIMITS OF INSURANCE:**

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

**B. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V - DEFINITIONS:**

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Subparagraphs **a.** and **b.** under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

**XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a.** You are required under a written contract to waive your rights to recover from that person or organization; and
- b.** The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

### **XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

#### **10. Unintentional Failure To Disclose Hazards**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

### **XIV. CONTRACTUAL LIABILITY - RAILROADS**

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

### **XV. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1)** Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
  - (a)** Snow removal;
  - (b)** Road maintenance, but not construction or resurfacing; or
  - (c)** Street cleaning.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SILVER SERIES PLUS  
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE\***

<b>Coverage</b>	<b>Limit(s) of Insurance</b>	<b>Page</b>
Airbag Accidental Discharge Coverage	Included in applicable Limit of Insurance	4
Audio, Visual And Data Electronic Equipment Coverage	Included in applicable Limit of Insurance	5
Auto Loan/Lease Gap Coverage	Included in applicable Limit of Insurance	4
Blanket Waiver Of Subrogation	Included in applicable Limit of Insurance	5
Broad Form Named Insured And Newly Acquired Or Formed Organizations Coverage	Included in applicable Limit of Insurance	2
Broadened Loss Of Use Expenses		3
Loss Of Use Expenses Per Day	\$65	
Loss Of Use Expenses Maximum	\$750	
Broadened Towing And Labor Costs Coverage - All Vehicle Types		2
Broadened Towing And Labor Costs Each Disablement	\$75	
Broadened Towing And Labor Costs Aggregate Limit	\$600	
Broadened Transportation Expenses Coverage Extension - All Vehicle Types		3
Broadened Transportation Expenses Increased Limit Per Day	\$60	
Broadened Transportation Expenses Maximum Limit	\$1,800	
Glass Repair Deductible Waiver	Included in applicable Limit of Insurance	5
Hired Auto Physical Damage Coverage - Any One Accident Or Loss	\$50,000	3
Knowledge Of An Accident, Claim, Suit Or Loss	Included in applicable Limit of Insurance	5
Worldwide Hired Auto Coverage	Included in applicable Limit of Insurance	6
Parked Auto Collision Deductible	Included in applicable Limit of Insurance	5
Personal Effects Coverage	\$400	4
Rental Reimbursement Coverage	\$600	4
Supplementary Payments Increased Limits		2
Supplementary Payments - Bail Bonds Increased Limit	\$3,000	
Supplementary Payments - Loss of Earnings Increased Limit	\$300 per day	
Unintentional Failure To Disclose Hazards	Included in applicable Limit of Insurance	6

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

The following provisions apply only with respect to the insurance provided by the Business Auto Coverage Form.

**I. BROAD FORM NAMED INSURED AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE**

The following provisions are added to subparagraph 1. **Who Is An Insured** under paragraph A. **Coverage** as found in **SECTION II - LIABILITY COVERAGE**:

- d. Any organization, or any subsidiary of such organization, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement with respect to any covered "auto". However, this paragraph A.1.d. does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy, or would be an "insured" under such other policy but for its termination or upon the exhaustion of its limits of insurance, unless such other policy was written to apply specifically in excess of this policy.
- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

**II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS**

- A. Subparagraph a.(2) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (2) Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- B. Subparagraph a.(4) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

**III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES**

Subparagraph 2. **Towing** under paragraph A. **Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

**2. Towing And Labor Costs**

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

With respect to disablement of covered "autos" other than of the private passenger type, the most we will pay for the total of all towing and labor costs during the policy period shown in the Declarations is the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Aggregate Limit.

#### **IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES**

Subparagraph a. **Transportation Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

##### **a. Transportation Expenses**

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION**

Subparagraph b. **Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

##### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

#### **VI. The following is added to paragraph A. COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE):**

##### **5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
  - (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
  - (2) The actual cash value, including an adjustment for depreciation and physical condition in the event of a total "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality, minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.
- b. Subject to the limit of insurance and deductible provisions provided in paragraph 5.a. above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.



## 6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

## 7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

## 8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

## VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. Exclusions as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

## VIII. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

Subparagraph a. under the exception to paragraphs 4.c. and 4.d. as found in paragraph B. Exclusions as contained in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment, that receives or transmits audio, visual or data signals, and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

## IX. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. Deductible as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

However, no deductible applies to glass damage if the glass is repaired in a manner acceptable to us instead of replaced.

## X. PARKED AUTO COLLISION DEDUCTIBLE

A. The following is added to paragraph D. Deductible as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

However, in the event of "loss" caused by collision to a covered "auto" while such "auto" is in the care, custody or control of an "insured" and legally parked, the Collision Coverage deductible amount that will be applied to the "loss" will be \$100, regardless of any deductible amount shown in the Declarations as applicable to such covered "auto".

This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

- B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be \$100.

## XI. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph 2. Duties In The Event Of Accident, Claim, Suit Or Loss under paragraph A. Loss Conditions as found in SECTION IV - BUSINESS AUTO CONDITIONS:

- d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

## XII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph A. Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us as found in SECTION IV - BUSINESS AUTO CONDITIONS:

With respect to the insurance provided under SECTION II - LIABILITY COVERAGE only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

- A. The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;
- B. You are required under a written contract to waive your rights to recover from that person or organization; and
- C. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

### **XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following provision is added to paragraph A. Loss Conditions as found in SECTION IV - BUSINESS AUTO CONDITIONS:

#### **6. Unintentional Failure To Disclose Hazards**

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

### **XIV. WORLDWIDE HIRED AUTO COVERAGE**

Subparagraph (5)(a) under paragraph B. General Conditions 7. Policy Period, Coverage Territory as found in SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT -  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provisions are added to subparagraph 1. **Who Is An Insured** under paragraph A. **Coverage** as found in **SECTION II - LIABILITY COVERAGE**:

d. (1) Any person or organization with whom you are required under a written contract, agreement, or permit to provide insurance such as is afforded under this policy, is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** Provision contained in Section II of the Coverage Form.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This does not apply to "bodily injury" or "property damage" occurring:

- (i) Prior to the date the written contract or agreement was executed and in effect;
- (ii) After your contract or agreement with such additional insured ends; or
- (iii) After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

New Mexico Assurance Company

(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

<u>Company Name</u>	<u>Address</u>	<u>Waiver Contact</u>	<u>Job Description</u>
---------------------	----------------	-----------------------	------------------------

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

Issued to: **NICK GRIEGO & SONS CONSTRUCTION  
INC.**

DBA: **NICK GRIEGO & SONS CONSTRUCTION INC  
1155 KIMBERLY LN  
CLOVIS, NM 88101-1132**

Expires: **23-Mar-2024**

Certificate Number:

**L0128993712**



---

Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE



# Quality Control Plan

...

**Nick Griego and Sons Construction,  
Inc. 10/24/20**



## Contractor Quality Control Plan Acknowledgement

Project Name: UNM Job Order Contracting

Project Number: RFP-2379-23

The undersigned have read and concur with this Contractor Quality Assurance Plan:

Gerald Griego  
Project Executive

11-17-22  
Date

Michael Rael  
Project Manager/Quality Control

11-17-22  
Date

Eddie Romero  
Project Superintendent

11-17-22  
Date

Antonio Dominguez  
Concrete Foreman

11/17/22  
Date

Jose Lopez  
Civil Foreman

11/19/22  
Date

Jesus Griego  
Safety Manager

11/17/22  
Date





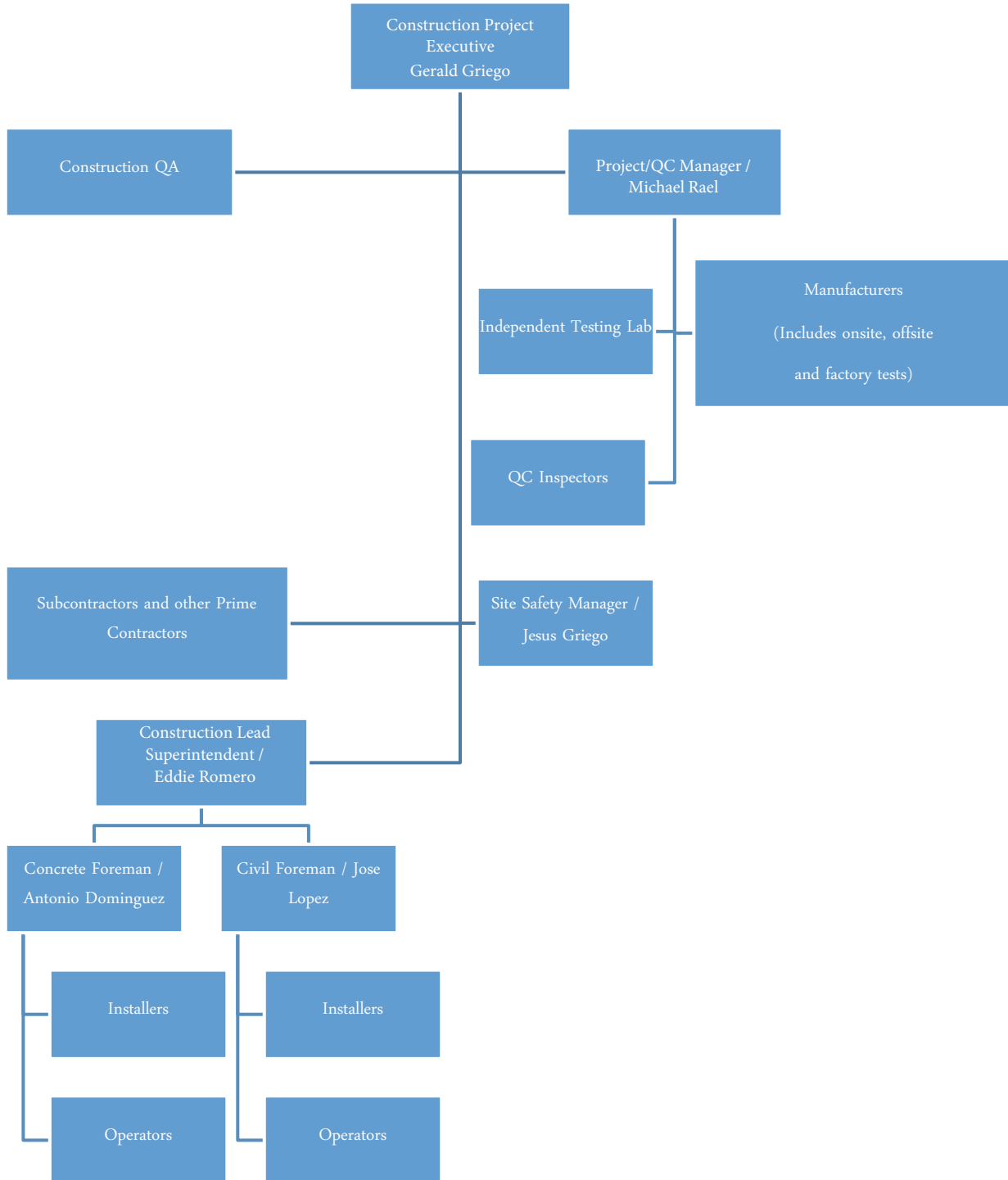
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## Organizational Chart

This is Nick Griego and Sons Construction, Inc.'s Project Organizational Chart. It may be modified on a per Project basis.





## **Resumes and Certifications Documentation**

### **1) Project Executive**

Gerald Griego / See Attached

### **2) Construction Lead Superintendent Eddie**

Romero / See Attached

### **3) Project/QC Manager**

Michael Rael / See Attached

### **4) Site Safety Manager**

Jesus Griego/ See Attached





## Quality Control Manager Responsibility Form

The Quality Control (QC) Manager, Michael Rael, is responsible for overseeing the overall implementation of the Quality Control Plan and coordinates all project testing, inspections and reporting matters directly with the Project Manager. The QC Manager has the authority to intercede directly and stop unsatisfactory work and control further processing, delivery or installation of non-conforming material.

### Duties:

- Preparation, approval and implementation of the CQC Plan
- Verification of materials as per project plans and specifications
- Development of means and methods to store and protect materials
- Maintain documentation of inspection status of materials
- Maintain documentation for material and administrative approvals
- Ensure that all materials and construction are in accordance with the requirements for the completeness, accuracy and constructability in accordance with applicable building codes
- Carry out and participate in weekly progress and QC meetings
- Maintain documentation of inspection of work executed by subcontractors



## Stop Work Authorization Letter

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

From: Company President \_\_\_\_\_

To: QC Manager \_\_\_\_\_

This Letter of Authorization outlines your responsibility as our site Quality Control Manager for the project referenced above. As the site Quality Control Manager, you report directly to the Project Manager. You review the specifications, addendums and plans in their entirety and implement the Quality Control Program. The Quality Control Program encompasses three phases of inspection: Preparatory Meetings and Initial and Follow-Up Inspections. All inspections and testing are recorded in the Contractor Quality Control Report (CQCR) and submitted to the Project Manager. Test reports are submitted no later than three (3) working days after the test was performed. You and/or your staff are responsible for reviewing specifications, submittals, as-builts, plans and shop drawings for compliance to the contractual requirements.

Additionally, this applies to all subcontractor documents. You and/or your staff conduct daily inspections to ensure that the workmanship and materials used in the construction of the project are in compliance with the plans, drawings and specifications.

**You are authorized to stop work that does not comply with the plans and specifications.** You and/or your staff witness all tests required by the specifications and coordinate such tests with MSDGC. You and your staff must document all non-conforming conditions, items and/or workmanship noted and constantly monitor and alert Safety personnel to safety violations. If, at any time, you require assistance with the implementation of the Quality Control Program, contact the Project Manager.

\_\_\_\_\_  
Company President

### Acknowledgements

\_\_\_\_\_  
Subcontractor "A"

\_\_\_\_\_  
Subcontractor "B"

\_\_\_\_\_  
Subcontractor "C"





## Major Definable Features of Work

Check all definable features of work and describe how each feature will be accomplished. (Activities may be added or deleted based on the project. All Activities will be reviewed and approved by Quality Control Manager.)

Construction Activities	Contractor	Primary Contact
<input type="checkbox"/> Trenching & Excavation 1. Trenching 2. Excavation Work 3. Form Work		
<input type="checkbox"/> Earthwork		
<input type="checkbox"/> Site Utilities		
<input type="checkbox"/> Erosion Control		
<input type="checkbox"/> HVAC		
<input type="checkbox"/> Plumbing		
<input type="checkbox"/> Electrical		
<input type="checkbox"/> Roofing		
<input type="checkbox"/> Masonry		
<input type="checkbox"/> Building Concrete		
<input type="checkbox"/> Landscape		
<input type="checkbox"/> Site Concrete		





Construction Site Activities	Contractor	Primary Contact
<input type="checkbox"/> Fire Alarm		
<input type="checkbox"/> Fire Suppression		
<input type="checkbox"/> Demo		
<input type="checkbox"/> Hazardous Material Abatement		
<input type="checkbox"/> Elevators		
<input type="checkbox"/> Abatement		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		




## Three Phases of Inspection

### Preparatory Meetings

Preparatory Meetings are performed prior to the beginning of any major Definable Feature of Work. A meeting is held for each Definable Feature of Work. Preparatory Meetings are conducted by the Quality Control Manager and/or designee after a complete review of all applicable plans, specifications, shop drawings and related submittals. A Preparatory Phase Meeting Checklist (pp 25-27 ) is completed for each Definable Feature of Work and distributed at the meetings. At the Preparatory Meeting, the Superintendent and Foreman (involved in this phase of construction) coordinate with Quality Assurance, Quality Control and Safety personnel and introduce their plan for accomplishing the work. The following items are discussed at each meeting:

1. Review of applicable specifications.
2. Review of applicable plans and shop drawings.
3. Review of related submittals and a check that all related submittals, shop drawings and materials have been tested (if applicable), submitted and approved.
4. Review of the detailed sequence of the execution of the work.
5. Discuss required testing and frequency.
6. Review provisions to ensure controlled inspection and testing.
7. Examination of the work area to ensure that all required preliminary work has been completed and is in compliance with the plans and/or specifications.
8. Examination of the related material, review of the Receiving Material Inspection Reports (p 29) and verification that the items received are in compliance with the contract and are properly stored.
9. Review of the Site Safety Plan to ensure that all safety precautions are met and the required safety equipment has been purchased and is available.
10. Review the document and the workmanship expected for the Definable Feature of Work.
11. Meeting Minutes are recorded and sent to all associated parties within 48 hours of the conclusion of the meeting.

### Initial Inspections

Initial Inspections are performed at the beginning of any Definable Feature of Work and must be repeated at any time new workmen or new crews are assigned to the work or if the required standard of work is not being met. An Initial Phase Checklist (p 28 ) is completed for each Definable Feature of Work and distributed at the initial inspection. All Associated Parties are notified at least 48 hours in advance



of the Initial Inspection. The same personnel who attended the Preparatory Meeting also attend the Initial Inspection. These include the Superintendent and Foreman, Safety Personnel and the Quality Control Staff. The following is accomplished during these meetings:

1. Review the minutes of the Preparatory Meeting and verify that the work complies with the design documents (ie, submittals, specifications and/or shop drawings).
2. Resolve all differences.
3. Verify adequacy of inspection and testing.
4. Establish a level of workmanship and verify that it meets the requirements.
5. Provide documentation of the previous inspection of the work area.
6. Re-examine the work area for compliance.
7. Meeting Minutes are recorded and sent to all associated parties within 48 hours of the conclusion of the meeting.

### Follow-Up Inspections

Follow-Up Inspections are performed daily to ensure that the control established during Preparatory Meeting and Initial Inspection continues to provide a product that conforms to the contractual requirements.

1. Construction daily activities are inspected by Quality Control in accordance with Quality Control Procedures and the Quality Control Report (CQCR) (pp 20-21) is completed.
2. Installation and testing activities which do not comply with the requirements are documented on a Non-Conformance Report (NCR) (p 22).
3. Modifications, repairs and/or replacement of materials and/or parts performed subsequent to Final Inspection require replacement of materials and/or parts installed. Re-inspection and re-testing are required to verify acceptability. Inspection and testing documents are submitted to Project Manager and are filed and maintained in accordance with Quality Control Testing and Verifications (p 13).

**Signature of acknowledgement indicate that the Three Phases of the Quality Control Inspection Program are understood and will be followed.**

---

QC Manager

---

Date





## Quality Control Testing and Verifications

### PURPOSE

To ensure that tests of the Contractor's and Subcontractor's work is adequately planned and that the necessary testing procedures are available to perform the tests in a satisfactory manner. This procedure establishes the methods to be used when performing the tests listed in the specifications. Test reports are submitted to the Project Manager and are filed and logged with other project documentation.

### TESTING (Onsite, Factory/Offsite)

A list of tests required to verify that control measures are adequate are delineated in the specifications and/or determined upon the completion of the design. The list includes the test name, specification paragraph, feature of work to be tested, the test frequency and the organization's name that will perform the test. **The QC Manager provides written notice to Owner of the proposed test 3 days in advance (5 working days for factory or other offsite tests). The QC Manager witnesses the test with the appropriate organization representatives present and/or with the individual(s) qualified to perform the designated test(s).**

### FAILED TEST

Failing tests are cleared by one of the following methods:

1. Retest – Retest if there is any doubt that the first test was not adequate.
2. Rework – Re-inspect and re-test.
3. Failed Material – Remove, replace, re-inspect and re-test.

### PROCEDURES

1. The Quality Control Manager reviews the testing requirements to ensure that the planned test is in accordance with the design documents: ie, plans, specifications, shop drawings and/or other documents.
2. Instruments used for testing are calibrated in accordance with established calibration procedures. Specialists experienced in such work perform the calibration.
3. Technicians performing tests provide copies of calibration certificates and their field notes and reports to the Quality Control Manager.
4. The Quality Control Manager witnesses all required tests detailed in the design documents (plans, specifications, shop drawings, etc).
5. The Client's witnessing of tests does not relieve the Contractor and Subcontractor of their obligation to comply with the requirements of the Contract Documents.
6. The Client is notified 3 days in advance of all scheduled tests (5 working days for Factory/offsite tests).
7. Test reports, when completed, are attached to the Contractor's Quality Control Report and submitted to Project Manager.





## Tests and Records

### PURPOSE

This section establishes a system for the control of documentation and records which provide objective evidence of the quality of items and activities performed in accordance with the programmatic requirements. The Quality Control Manager is responsible for the control, review, verifications and maintenance of the documentation delineated in the specifications.

### REPORTING AND DISTRIBUTION OF REPORTS

1. After reviewing reports (including Subcontractor reports) the Quality Control Manager submits documentation to Project Manager for Document Control.
2. All inspections and testing are summarized and recorded in a Contractor's Quality Control Report (CQCR). A copy of the CQCR is sent to the Project Manager. "Original" reports are retained by the Quality Control Manager. Field notes, inspection forms and test reports are filed and available for review by the Client.
3. The Contractor's Quality Control Report includes the following:
  - a. Contractor and Subcontractor areas of responsibility.
  - b. Working, idle and downtime hours for equipment.
  - c. Work accomplished each day, indicating the location, activity and by whom.
  - d. Laboratory test reports, including the test results (passing or failing), location of tests and specification references.
  - e. Deficiencies and corrective actions.
  - f. Material received onsite.
  - g. Safety violations and corrective action implemented.
  - h. Conflicts encountered in the plans and/or specifications.

### RECORDS STORAGE AND RETENTION

1. Project records are stored in areas that protect them from damage, deterioration and/or loss at the site Field Office or Nick Griego and Sons Construction, Inc.'s Main Office during the construction period. Records are available to all associated personnel.
2. Project records are stored for a period of time as determined by the contractual documents. Records, designated for storage, are not to be destroyed or otherwise disposed of within that period of time. Control and final disposition of Subcontractor and Supplier records, both onsite and offsite, are to be in accordance with the contractual documents.



<b>Testing Agency Schedule</b>		
<b>Project Name:</b>	<b>Date:</b>	<b>Project Number:</b>
<b>Agency</b>	<b>Discipline</b>	<b>Estimated Date of Test</b>





## Submittals

### **SUBMITTALS**

All submittals shall be reviewed, certified and managed by the Quality Control Manager. Copies of the manufacturer's data (material, equipment, etc.), including catalogue cut-sheets showing dimensions, performance characteristics, capacities, wiring diagrams, schedules, operation and maintenance manuals and any other relevant information are reviewed by the Quality Control Manager. The Quality Control Manager is an authorized submittal reviewer and testing lab report reviewer. One (1) copy of the submittal remains with the Contractor and one (1) copy is retained by Nick Griego and Sons Document Control.

### **Filing of Submittals**

Submittals (material, design, data, samples, shop drawings, etc) are filed according to the specification section and paragraph number in a secure place for reference and coordination. Color and mock-up samples are maintained in a secure place at the job site for comparison with the finished product. A tag or sticker identifying the submittal number and the date of approval is attached to the sample. When a color or mock-up sample is not approved, it is labeled as "Rejected" and removed from the job site (if requested). The record is maintained along with a photograph of the disapproved item with a copy submitted to Nick Griego and Sons Document Control.

### **SUBMITTAL REGISTER**

The Submittal Register is maintained by the Project Manager. Revised copies of the Submittal Register are provided to all Associated Subcontractors on a monthly basis.

### **QUALITY CONTROL MANAGER REVIEW AND APPROVAL**

Prior to submittal, all items are checked and approved by the Quality Control Manager. If found to be in strict conformance with the contract requirements, each item is stamped, signed and dated by the Quality Control Manager. Copies of review comments indicating action(s) taken are included within each submittal.



**QUALITY CONTROL MANAGER GUIDELINES FOR PREPARING AND REVIEWING SUBMITTALS:**

1. Be familiar with the submittal procedures.
2. Review all of the information attached to the submittal.
3. Ensure that all of the pages associated with the enclosures are attached to the submittal.
4. Thoroughly review the applicable design documents.
5. Ensure the attachments are legible.
6. Direct all questions to the Project Manager.
7. Submit a detailed written report pertaining to the review of the submittal in a timely manner to the Project Manager.
8. Ensure that the sample received and/or material received complies with the submittal.
9. Notify the Project Manager if material is installed without a submittal; then request a submittal.
10. Maintain and file submittals so they are readily retrievable.

**STAMPS**

Stamps are used by the Contractor to certify the submittal meets contract requirements and are similar to the following:

Contractor (Firm Name): \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

I certify that this submittal is accurate, is in strict conformance with all contract requirements, has been thoroughly coordinated and cross-checked against all other applicable disciplines to prevent the omission of vital information, that all conflicts have been resolved, that repetition has been avoided, and that it is complete and in sufficient detail to allow ready determination of compliance with contract requirements by the Contracting Officer.

Printed Name of the Quality Control Manager: \_\_\_\_\_

Signature of the Quality Control Manager: \_\_\_\_\_

Date: \_\_\_\_\_



## Tracking Deficiencies

### NON-CONFORMING ITEMS

1. Non-conforming items are those conditions that deviate from the requirements detailed in the specifications, plans and /or shop drawings. The Quality Control Manager is responsible for the control and documentation of non-conforming items.
2. The Quality Control Manager prevents non-conforming items from being installed.
3. Minor non-conforming items, which are corrected in the same day, are documented in the Contractor's "Weekly Report."
4. All other non-conformances are documented on a Non-Conformance Report prepared by the Quality Control Manager, sequentially numbered and dated and include the following information, as appropriate:
  - a. Description of the non-conformance including relevant details of the occurrence.
  - b. Identification of material, component or system by part number, plan, shop drawing and/or specification number and intended installation location.
  - c. Source of material or item (name of supplier, owner or subcontractor).
  - d. Current status or item in shop, warehouse, lay-down yard or structure.
  - e. Individual and organization which detected the non-conformance.
  - f. Recommendation for corrective action including sketches, test data and/or repair procedures necessary to substantiate the recommendation.
  - g. Cause of the non-conformance and steps taken to prevent reoccurrence indicating action(s) taken, positions or titles of persons contacted, letters written and/or procedural changes proposed.
5. The Quality Control Manager signs and forwards the Non-Conformance Report to Nick Griego and Sons Document Control.
6. Each Non-Conformance Report is recorded on the Non-Conformance Report Log by the Quality Control Manager.
7. Actions to be taken are entered on the Non-Conformance Report Log. The Engineer of Record initiates the disposition(s) necessary to clear the item.
8. Verification of "Corrective Action" (eg, completion of repair) by Quality Control after the work in question has been re-inspected and re-tested. Entries are made in the Non-Conformance Report (NCR) log documenting the Final Disposition of each NCR.
9. Non-Conformance Reports, logs and documents are filed and maintained. Reports and Records are submitted to Nick Griego and Sons Document Control.

### INITIAL PUNCH LIST

The QC Report reports Punch List items (deficiencies) throughout the life of the project and demonstrates that the QC Staff is correcting the deficiency(ies) in a timely manner. An Initial Punch List is developed as a result of initial inspections and then maintained throughout the life of the project. The Punch List is consistently updated and submitted to the Project Manager for corrective actions. Corrections are accomplished within the time stated. The QC Manager performs Follow-Up Inspections to ensure the deficiencies have been corrected before notifying Owners/Clients of a Pre-Final Inspection.



### **PRE-FINAL INSPECTION**

After the completion of the Initial Punch List Inspection, the Quality Control Manager and MSDGC Representative conduct a Pre-Final Inspection and develop a joint “Punch List” of noted deficiencies. The Punch List is formally documented along with the estimated date by which the deficiencies will be corrected. The Quality Control Manager conducts Follow-Up Inspections to ensure that all deficiencies have been corrected before requesting a Final Inspection by MSDGC.

### **FINAL INSPECTION**

Upon completion of the items listed in the Pre-Final Inspection “Punch List,” the QC Manager notifies Owner/Clients 14 days prior to the Final Inspection (or as agreed to) with the assurance that all items listed in the Pre-Final Inspection and all other remaining work has been completed and will be acceptable by the date of the Final Inspection.



<b>CONTRACTOR'S QUALITY CONTROL REPORT (CQCR)</b> <b>WEEKLY LOG OF CONSTRUCTION</b>	Report Number: Page <u>1</u> of <u>2</u>
	Date:
Project Name:	Project Number:
Contractor:	Weather:
1 – Were there any delays in work progress? Response:	
2 – Verbal instructions given by Owner/Clients: Response:	
3 – Did anything develop that may lead to a change order/claim? Response:	
4 – Activities in process: Response:	
5 – General comments: Response:	
6 – Safety Inspection/Safety Meetings: Response:	
7 – Prep/Initial Dates (Preparatory and initial dates held and advance notice) Response:	



<b>CONTRACTOR'S QUALITY CONTROL REPORT (CQCR)</b> <b>WEEKLY LOG OF CONSTRUCTION</b>		Report Number: Page <u>2</u> of <u>2</u>
		Date:
Project Name:		Project Number:
Activity Start/Finish:		
QC Requirements:		
QA/QC Punch List:		
Contractors/Visitors on Site:		
Equipment Hours (Total Operating Hours to Date):		
Accident Reporting (Describe Accident):		
Contractor Certification	On behalf of the contractor, I certify that this report is complete and correct and all equipment and material used and work performed during this reporting period are in compliance with the contract, plans and specifications, to the best of my knowledge, except as noted above.	



<b>Non-Conformance Report</b>			
<Project Name>			<Project Number>
Structural <input type="checkbox"/>	Mechanical <input type="checkbox"/>	Electrical <input type="checkbox"/>	Civil <input type="checkbox"/>
Date:	Location:	Spec. Section:	Spec. Paragraph: _
<b>Non-Conforming Condition:</b>			
<b>Reported By (Quality Control Representative):</b>			<b>Date:</b>
<b>Disposition:</b>			
<b>Dispositioned By (Project Engineer):</b>			<b>Date:</b>
<b>Re-Inspected By (Quality Control Representative):</b>			<b>Date:</b>
<b>Accepted By (Quality Control Manager):</b>			<b>Date:</b>



<b>Construction Punch List</b>			
Project Name:			Project Number:
Structural <input type="checkbox"/>	Mechanical <input type="checkbox"/>	Electrical <input type="checkbox"/>	Civil <input type="checkbox"/>
Inspected By:		Date:	Page: ___ of ___
Item No.	Description	Completed by Construction (Sign/Date)	Accepted by Quality Control (Sign/Date)





Weekly QA/QC Definable Feature Meeting Minutes			
Project Name:			Project Number:
Date:	Time:	Location:	Page: ___ of ___

### Attendees

MSDGC	Contractor	Subcontractors	Other

No.	Description of Item Discussed	Action Date	Action By



<b>Preparatory Meeting Checklist (to support each DFOW)</b>			
Project Name:			Project Number:
DFOW:			
Date:	Sheet:	Spec. Section:	Page: <u>1</u> of <u>3</u>

<b>PERSONNEL PRESENT</b>	MSDGC Representative Notified? YES <input type="checkbox"/> NO <input type="checkbox"/>		Hours in Advance
	<b>Name</b>	<b>Position</b>	<b>Company/Government</b>
<b>SUBMITTALS</b>	Review submittals and/or submittal register. Have all submittals been approved? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	If no, what items have not been submitted?		
	Are all materials on hand? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	If no, what items are missing?		
	Check approved submittals against delivered material. (This should be done as material arrives)		
Comments:			
<b>MATERIAL STORAGE</b>	Are materials stored properly? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	If no, what action is taken?		



<b>Preparatory Meeting Checklist (to support each DFOW)</b>			
Project Name:		Project Number:	
DFOW:			
Date:	Sheet:	Spec. Section:	Page: <u>2</u> of <u>3</u>

<b>SPECIFICATIONS</b>	Review each paragraph of specifications.
	Discuss procedure for accomplishing the work.
	Clarify any differences.
<b>PRELIMINARY WORK &amp; PERMITS</b>	Ensure preliminary work is correct and permits area on file.
	If no, what action is taken?
<b>TESTING</b>	Identify test to be performed, frequency and by whom.
	When required?
	Review testing plan.
Have test facilities been approved?	



<b>Preparatory Meeting Checklist (to support each DFOW)</b>			
Project Name:			Project Number:
DFOW			
Date:	Sheet:	Spec. Section:	Page: <u>3</u> of <u>3</u>

<b>SAFETY</b>	Site Safety Plan Approved? YES <input type="checkbox"/> NO <input type="checkbox"/>	
	Review Site Safety Plan:	
<b>MEETING COMMENTS</b>	Comments during meeting:	
<b>WORKSHEETS</b>	Worksheets:	
<b>OTHER ITEMS OR REMARKS</b>	Other items or remarks:	
Reported By:	Reviewed By:	Reviewed By:
(Quality Control Inspector)	(Quality Control Manager)	(MSD QA Representative)



<b>Initial Inspection Checklist</b>			
<b>Project Name:</b>			<b>Project Number:</b>
<b>DFOW:</b>			
<b>Date:</b>	<b>Sheet:</b>	<b>Spec. Section:</b>	<b>Page: ___ of ___</b>

No.	Item	Yes	No	N/A
1	Was the production foreman present?			
2	Material			
a)	Were materials inspected for compliance?			
b)	Were corrective actions taken for defective material?			
c)	Were corrective actions appropriate?			
d)	Were any deviations accepted?			
3	Installation Requirements			
a)	Did work comply with specifications or plans?			
b)	Was workmanship satisfactory?			
c)	Were corrective actions appropriate?			
d)	Were any deviations accepted?			
4	Tests			
a)	Were tests being performed?			
b)	Was testing frequency satisfactory?			
c)	Were test samples or locations appropriate?			
d)	Was testing quality coordinated with Mechanical/Electrical technicians?			
5	Inspections			
a)	Was inspection done by the QC Inspector in the Prep. meeting?			
b)	Was the inspection frequency as established in the Prep. Meeting?			
c)	Were critical inspections satisfactory?			
d)	Was the inspection satisfactory?			
6	Safety			
a)	Was the safety officer present?			
b)	Were the safety requirements followed?			
c)	Were the safety requirements modified?			

Remarks (explanations required for "No" responses and if deviations were accepted):

Reported By:  (Quality Control Inspector)	Reviewed By:  (Quality Control Manager)	Reviewed By:  (Quality Assurance Representative)
---	---	--



Initial Inspection Checklist			
Project Name:			Project Number:
DFOW:			
Date:	Sheet:	Spec. Section:	Page: ___ of ___
Receiving Material Inspection Report			
Project Name:			Project Number:
DFOW:			
Date Received:	Order Number:	Date Inspected:	Inspected By:

Ref No.	Item Description	Quantity	Partial or Full?	Okay or Damaged?	Special Storage?



<b>Initial Inspection Checklist</b>			
<b>Project Name:</b>			<b>Project Number:</b>
<b>DFOW:</b>			
<b>Date:</b>	<b>Sheet:</b>	<b>Spec. Section:</b>	<b>Page: ___ of ___</b>
Remarks (explanations required for partial and damaged material):			



# Nick Griego and Sons Construction, Inc.

## QC Worksheets

Check worksheets that apply based on those listed in bid package and attach:

- Cable Test Data Form
- Calibration Sheet
- Circuit Breaker Schedule
- Control Circuit Piping Leak Test Form
- Controller Calibration Test Data Form
- Cut-in Schedule Form
- Dry Transformer Test Data Form
- Equipment Record Form 1
- Equipment Record Form 2
- Equipment Test Report Form
- Individual Loop Test Data Form
- Installed Motor Test Data Form
- Loop Commissioning Test Data Form
- Loop Wiring and Insulation Resistance Test Data Form
- Manufacturer's Installation Certification
- Manufacturer's Instruction Certification Form
- Misc Instrument Calibration Test Data Form
- Motor Control Center Test Form
- Motor Data Form
- Operation and Maintenance Transmittal Form
- Request for Contractor Proposal
- Submittal Transmittal Form
- Substitution Request Form
- Unit Responsibility Certification Form
- Wire and Cable Resistance Test Data Form
- Work Directive Change Instructions and Form





# **Contractor QC Documentation**

**(Applicable Worksheets including Contractor recommended forms)**



**NICK GRIEGO AND SONS  
CONSTRUCTION, INC.**

**Safety and Health  
Program**



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    - 1. HAMMERS**
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    - 5. TOOL BOXES/CHESTS/CABINETS**

1155 Kimberly Lane  
Clovis, NM 88101  
575-935-5400 Fax 575-935-5108  
Ngsons.com



- 6. LADDERS AND STEP LADDERS**
- 7. ELECTRIC POWER TOOLS**
- 8. HYDRAULIC/PNEUMATIC TOOLS**
- M. VEHICLE/DRIVING SAFETY**
- 10. WRITTEN PROGRAM FOR HAZARD COMMUNICATION**
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## MANAGEMENT COMMITMENT AND INVOLVEMENT

### Policy Statement

The management of **Nick Griego and Sons Construction, Inc.** is committed to providing employees with a safe and healthful workplace. The policy of this organization requires all employees to report unsafe conditions and not to perform any work tasks considered to be unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No such report will result in retaliation, penalty or other disincentive.

Employee recommendations for the improvement of safety and health conditions will be given thorough consideration by our management team. Management will give top priority to, and provide the financial resources for, the correction of unsafe conditions. Similarly, management will take disciplinary action against any employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and/or days off without pay, and may ultimately result in termination of employment.

Primary responsibility for the coordination, implementation and maintenance of our workplace Safety and Health Program has been assigned to:

Name: Jesus Griego  
Title: Safety Manager  
Telephone: 575-935-5400

Senior management will be actively involved with employees in establishing and maintaining an effective program. The Safety and Health Program coordinator, the CEO/president and/or other members of our management team will participate with you or your department's employee representative in ongoing Safety and Health Program activities, which include:

1. Providing safety and health education and training
2. Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment to, and involvement in, providing our employees a safe and healthful workplace. This workplace Safety and Health Program will be incorporated as the standard of practice for this organization. Compliance with the program's safety and health rules will be required of all employees as a condition of employment.

  
Signature of CEO

11-14-22  
Date

  
Signature of President

11-14-22  
Date

Winston Griego/President



## **SAFETY AND HEALTH TRAINING**

### **Safety and Health Orientation**

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this Safety and Health Program through his or her supervisor for review and future reference, and will also receive a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in the Safety and Health Program. Supervisors will instruct their employees that compliance with the safety rules described in the program is required.

### **Job-Specific Training**

1. At the start of employment, supervisors will train employees on how to perform assigned job tasks safely. Supervisors will give employees verbal instructions and specific directions on how to perform their work safely.
2. Supervisors will carefully review with each employee the specific Health and Safety Program rules, policies and procedures applicable to their jobs.
3. Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices and/or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
4. All employees will receive safe-operating instructions on seldom-used or new equipment before using the equipment.
5. Supervisors will review safe work practices with employees before permitting new, non-routine or specialized procedures to be performed.

### **Periodic Retraining of Employees**

All employees will be retrained periodically on safety rules, policies and procedures. They will also receive training when changes are made to the Health and Safety Program.

Individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, as well as when a supervisor observes employees engaging in unsafe acts, practices or behaviors.



## ACCIDENT INVESTIGATION

### Investigation Procedures

The supervisor at the location where the accident occurred will perform an accident investigation. The Safety Coordinator will be responsible for ensuring that the accident investigation reports are filled out completely and that the recommendations are addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following procedures:

1. Implement temporary control measures to prevent any further injuries to employees.
2. Review the equipment, operations and processes to gain an understanding of the accident situation.
3. Identify and interview each witness and any other person who might provide clues to the accident's causes.
4. Investigate causal conditions and unsafe acts; make conclusions based on facts discovered during the investigation.
5. Complete the accident investigation report.
6. Provide recommendations for corrective actions.
7. Indicate the need for additional or remedial safety training as appropriate.

The completed Accident Investigation Report must be submitted to the Safety Coordinator within 24 hours of the accident.



## ACCIDENT INVESTIGATION REPORT

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

1. Name of injured: \_\_\_\_\_ S.S. #: \_\_\_\_\_

2. Sex:  M  F Age: \_\_\_\_\_ Date of accident: \_\_\_\_\_

3. Date of accident: \_\_\_\_\_ Time of accident: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

4. Employee's job title: \_\_\_\_\_

5. Length of experience on job: \_\_\_\_\_ (years) \_\_\_\_\_ (months)

6. Address of location where the accident occurred: \_\_\_\_\_

7. Nature of injury, injury type and part of the body affected: \_\_\_\_\_

8. Describe the accident and how it occurred: \_\_\_\_\_

9. Cause of the accident: \_\_\_\_\_

10. Was personal protective equipment required?  Yes  No

Was it provided?  Yes  No

Was it being used?  Yes  No If "No," explain: \_\_\_\_\_

Was it being used as trained by supervisor or designated trainer?  Yes  No

If "No," explain: \_\_\_\_\_





11. Witness (es):

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

12. Was safety training provided to the injured prior to the accident? [ ] Yes [ ] No

If "No," explain: \_\_\_\_\_

\_\_\_\_\_

13. List interim corrective action(s) taken to prevent recurrence: \_\_\_\_\_

\_\_\_\_\_

14. List permanent corrective action(s) recommended to prevent recurrence: \_\_\_\_\_

\_\_\_\_\_

15. Date of report: \_\_\_\_\_

Prepared by: \_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor Date

16. Status and follow-up action taken by Safety Coordinator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Safety Coordinator Date



## INSTRUCTIONS FOR COMPLETING THE ACCIDENT REPORT

**NOTE:** The purpose of an accident investigation *is not* to find fault or place blame. An accident investigation is an analysis of the accident to determine causes that can be controlled or eliminated in the future.

**(Items 1-6) Identification:** This section is self-explanatory.

**(Item 7a) Nature of Injury:** Describe the injury, e.g., strain, sprain, cut, burn, fracture.

**(Item 7b) Injury Type:** Enter “First aid” if injury resulted in minor injury/treated on premises. Enter “Medical” if injury was treated off-premises by physician. Enter “Lost time” if injured missed more than one day of work. Enter “No Injury” for a no-injury, near-miss type of incident.

**(Item 7c) Part of the Body:** Enter the body part directly affected, e.g., foot, arm, hand, head.

**(Item 8) Describe the accident:** Include exactly what happened and where and how it happened. Describe the equipment or materials involved.

**(Item 9) Cause of the accident:** Describe all conditions or acts that contributed to the accident, i.e.,

- (a) Unsafe conditions—spills, grease on the floor, poor housekeeping or other physical conditions.
- (b) Unsafe acts—unsafe work practices such as failure to warn or failure to use required personal protective equipment.

**(Item 10) Personal protective equipment:** This section is self-explanatory.

**(Item 11) Witness (es):** List name(s), address (es) and phone number(s).

**(Item 12) Safety training provided:** Prior to the accident, was any safety training provided to the injured relating to the work activity being performed?

**(Item 13) Interim corrective action:** List measures taken by supervisor to prevent recurrence of the incident, e.g., barricading the accident area, posting warning signs, shutting down operations.

**(Item 14):** This section is self-explanatory.

**(Item 15):** This section is self-explanatory.

**(Item 16): Follow-up:** Once the investigation is complete, the Safety Coordinator shall review and follow up the investigation to ensure that corrective actions recommended by the Safety Committee and approved by the employer have been taken, and that control measures have been implemented.



## FIRST AID—ADMINISTRATION AND FACILITIES

### General

No untrained or ill-equipped **Nick Griego and Sons Construction, Inc.** employee is required to administer aid.

At least one employee per project will be available to render first aid and CPR as needed in the case of an emergency. Designated employees will remain current in their first aid and CPR training. A cell phone or landline must be available for each team in the field.

In the event of an injury that requires treatment beyond first aid, immediately call 911. Ensure that emergency medical personnel can find your location. In addition, notify the supervisor, customer (if any), other personnel in the area and the main office as soon as possible. If 911 communications are not available, drive the victim to the nearest hospital or 911-enabled telephone. If the victim cannot be moved, send someone to the nearest available communications. The emergency site phone numbers (???) shall be made available to employees soon after they arrive on-site.

### First-Aid Kits

First-aid kits and their required contents must be maintained in a serviceable condition and checked on a quarterly basis during on-site safety assessments. Items such as scissors, tweezers, and tubes of ointments with caps or rolls of adhesive tape need not be individually wrapped, sealed or disposed of after a single use or application. Individual packaging and sealing shall be required only for those items that must be kept sterile in a first-aid kit.

At least one weatherproof first-aid kit will be kept in each company vehicle. All kits will be restocked soon after each use and drivers will check the contents of each kit weekly for proper inventory.

### First-Aid Stations

First-aid stations shall be clearly identified and available to personnel during all working hours. Each station will be equipped with a minimum of two first-aid kits, the size of which will depend upon the number of personnel normally employed at the work site. One first-aid kit may be a permanent, wall-mounted kit, but in all cases the station will be equipped with at least one portable first-aid kit.

When required by the circumstances, *i.e. shock, unconscious, hypothermia*, the station will be equipped with two wool blankets and a stretcher in addition to the first-aid kits.

At each first-aid station, the supervisor will post the telephone numbers for both the local hospital and the ambulance service available to the work site.



## **Emergency Wash Stations**

Emergency wash facilities will be provided for immediate use within all work areas where the eyes or body of any person may be exposed to injurious chemicals and/or materials.

## **SDS Instructions**

For each accident or injury, refer to the appropriate Safety Data Sheet(s) (SDS) for additional first-aid information on the specific chemical(s) involved.

## **FIRST AID—TREATMENT GUIDELINES**

### **Bleeding**

1. If severe, apply steady pressure directly over the wound with layers of sterile gauze pad or bandage. Use cloth if necessary.
2. Elevating part if there are no broken bones.
3. Apply pressure with the fingers at pressure points if necessary to control bleeding from an artery (bright red blood spurting from wound). Hold pressure point about 5 minutes or until bleeding stops.
4. Never use a tourniquet to control bleeding except for an amputation, a mangled or crushed arm or leg, or as a last resort.

### **Bones**

If broken bone pierces the skin, DO NOT move the injured part at all. Apply pressure dressing to control bleeding. Watch for signs of shock and treat as described below:

- Low blood pressure.
- Rapid, shallow breathing;
- Cold, clammy skin;
- Rapid, weak pulse;
- Dizziness,
- Fainting,
- Weakness.

If the injured worker must be moved, splint the injury with any handy materials— wood, rolled newspaper or any rigid material long enough to reach above and below the break. Tie splint firmly above and below the spot where the bone is broken. Never try to set a broken bone. Call 911 to arrange for an ambulance.



## **Breathing**

When breathing has stopped for any reason, start CPR at once. If possible, have someone else call a doctor.

1. Place the injured party on his or her back. Turn head to the side and quickly wipe out the mouth with your fingers.
2. Straighten the victim's head and tilt head back so chin points up. Push jaw up into jutting out position to keep tongue from blocking air passage.
3. Place your mouth tightly over the victim's mouth and pinch nostrils shut. Breathe into the victim's mouth until chest rises.
4. Remove your mouth and listen for sound of returning air. If you don't hear it, recheck jaw and head position. If there is still no sound of breathing, turn victim on side and slap on back gently, as a child, between shoulders. Recheck mouth for foreign matter.
5. Repeat breathing, removing your mouth after each breath to allow the escape of air. Breathe forcefully into the mouth—12 breaths a minute. **ABOVE ALL, DON'T GIVE UP.**

## **Burns**

### ***First-Degree Burns***

1. Signs/symptoms: Reddened skin.
2. First-aid treatment: Immerse quickly in cold water or apply ice until the pain stops.

### ***Second-Degree Burns***

1. Signs/symptoms: Reddened skin, blisters.
2. First-aid treatment:
  - A. Cut away loose clothing.
  - B. Cover burn with several layers of sterile, cold, moist dressings. If limb is involved, immerse in cold water for relief of pain.
  - C. Do not break blisters.
  - D. Treat for shock.

### ***Third-Degree Burns***

1. Signs/symptoms: Skin destroyed, tissues damaged, charring.
2. First-aid treatment:
  - a) Cut away loose clothing. **DO NOT** remove any clothing adhered to (stuck to) the skin.



- b) Cover with several layers of sterile, cold, moist dressings for relief of pain. DO NOT use ointments, creams or sprays.
- c) Treat for shock.

### **Chemical Burns**

#### 1. First-aid treatment:

- a) Flood affected area with water for 15 minutes until all chemical is removed.
- b) Remove victim's clothing, since chemical may be retained in clothing.

### **General Care for All Burns**

#### 1. First-aid treatment:

- a) Administer liquids (to conscious victims only).
- b) When bandaging, separate any burned areas that might come in contact with each other (fingers, toes, ear and head).
- c) Get medical attention as soon as possible.
- d) Do not break blisters.
- e) Do not use ointments.

### **Shock**

#### 1. Signs/symptoms:

- a) Rapid and weak pulse.
- b) Nausea, collapse, vomiting.
- c) Shivering.
- d) Pale, moist skin.
- e) Mental confusion.
- f) Drooping eyelids, dilated pupils.

#### 2. First-aid treatment: **[IMPORTANT: Is this still part of the "Shock" section?]**

- a) Establish and maintain an open airway.
- b) Control bleeding.
- c) Keep victim lying down. **(Important exception for victims who suffer head or chest injuries, heart attack, stroke or sunstroke: If there is no spine injury, the victim may be more comfortable and able to breathe better in a semi-reclining position. IF IN DOUBT, KEEP THE VICTIM FLAT.)**
- d) Elevate the feet unless doing so would aggravate the injury.
- e) Maintain normal body temperature. Place blankets under and over victim.



- f) Give nothing by mouth, especially not stimulants or alcoholic beverages.
- g) Always treat for shock in all serious injuries and watch for shock in minor injuries.

## **Post-Emergency Response**

After employees have been medically stabilized or evacuated to the nearest medical treatment center, **Nick Griego and Sons Construction, Inc.** emergency response personnel will begin operating in recovery response mode. Clean-up activities will be performed in a cautious, methodical, step-by-step manner.

Once the area has been stabilized and all hazards removed from the site a post- emergency response briefing may be conducted. This briefing consists of establishing any remaining actions involving the incident, retrieving critical or life threatening information concerning the response, and setting the date and time for a formal post-emergency response critique involving management and other supervisors and work teams.

Post-emergency response critiques are performed to ensure that all “lessons learned” will be incorporated into future responses.

## **BLOODBORNE PATHOGENS**

### **General**

This section applies to all occupational exposure to blood or other potentially infectious materials.

The term “blood borne pathogens” refers to pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

### **Training**

All employee training will be conducted before initial assignment, with annual training to be provided within one year of the previous training. This training will be determined on a case-by-case basis. All hazards will be communicated during training.

In accordance with CFR 29 1910.1020, Nick Griego and Sons Construction, Inc. will establish and maintain an accurate training record for each employee determined to have occupational exposure [to blood borne pathogens?].

Training records will include the dates and contents of training as well as the names and job titles of persons attending. Training records will be maintained for 3 years from the date of training, and medical records will be maintained for at least the duration of employment plus 30 years.



**Nick Griego and Sons Construction, Inc.** will ensure that all records required by this CFR 29 1910.1020 section, including the exposure control plan, shall be made available upon the request of employees for examination and copying in accordance with 29 CFR 1910.1020(e). The employee's written consent must be obtained before medical records may be released **Nick Griego and Sons Construction, Inc.** will comply with the requirements involving transfer of records set forth in 29 CFR 1910.1020(h).

The **Nick Griego and Sons Construction, Inc.** office administrator is responsible for maintaining the medical and training records required in this section. The **Nick Griego and Sons Construction, Inc.** Safety Officer has overall responsibility for this program.

### **Exposure Control**

If a blood borne pathogen exposure occurs, it will most likely involve an employee providing first aid or CPR in the event of an accident.

Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which it is difficult or impossible to differentiate between body fluid types, all body fluids shall be considered potentially infectious materials.

Employees will wash their hands immediately after any skin contact with a blood borne pathogen, or as soon as feasible after removal of gloves or other personal protective equipment (PPE). If the provision of hand washing facilities is not feasible, appropriate antiseptic hand cleanser in conjunction with cloth/paper towels or antiseptic towelettes will be provided.

Emergency and work-practice controls be used to eliminate or minimize employee exposure.

PPE shall be used when the potential for blood borne pathogen exposure exists. PPE such as rubber or plastic materials, gloves, gowns, CPR shields, etc. will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through, or reach, the employee's work clothes. PPE is to be provided at no cost to the employee.

All equipment and/or environmental surfaces shall be cleaned and decontaminated after contact with blood or other infectious materials. Specimens of blood or other potentially infectious materials must be put in leak proof bags for handling.





## **DRUG-FREE WORKPLACE PROGRAM**

### **Purpose and Goal**

**Nick Griego and Sons Construction, Inc.** is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- **This organization encourages employees to voluntarily seek help with drug and alcohol problems.**

### **Covered Workers**

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace program. Our policy includes but is not limited to managers, supervisors, full-time employees, part-time employees, off-site employees, contractors and applicants.

### **Applicability**

Our drug-free workplace program applies whenever anyone is representing our organization or conducting business on its behalf. Therefore, the program applies during all working hours as well as all other times of day when the organization is being represented or business is being conducted. It also applies while a covered individual is on organization property.

### **Prohibited Behavior**

It is a violation of our drug-free workplace program to use, possess, sell, trade and/or offer for sale alcohol, illegal drugs or intoxicants.

### **Consequences**

One of the goals of our Drug-Free Workplace Program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. **Employees are strongly cautioned that Nick Griego and Sons Construction, Inc. adheres strictly to its Drug-free workplace program, and that a violation of the policy will lead to termination of employment.**

If a job applicant violates the drug-free workplace program, the offer of employment can be withdrawn. The applicant may not reapply.

### **Seeking Assistance**



**Nick Griego and Sons Construction, Inc.** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation.

*To support our employees, our Drug-Free Workplace Program encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.*

### **Confidentiality**

All information received by **Nick Griego and Sons Construction, Inc.** through the Drug-Free Workplace Program is considered confidential. In compliance with relevant laws and management policies, **Nick Griego and Sons Construction, Inc.** limits access to this information to those who have a legitimate need to know.

### **Shared Responsibility**

A safe, productive and drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Employees must not report to work and shall not be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, **Nick Griego and Sons Construction, Inc.** encourages employees to:

1. Be concerned about working in a safe environment.
2. Support fellow workers in seeking help.
3. Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

1. Observe employee performance.
2. Investigate reports of dangerous practices.
3. Document negative changes and performance problems.
4. Counsel employees on expected performance improvements.

### **Communication**

Communicating our Drug-free workplace program to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our Drug-free workplace program:

1. All employees will receive a written copy of the policy.
2. The policy will be reviewed in orientation sessions with new employees.



## **FIRE PREVENTION AND EXTINGUISHERS**

### **General Fire Safety**

All employees must immediately report fires, smoke or potential fire hazards to the supervisor. All employees must conduct their operations in such a way as to minimize the possibility of fire. Our local fire department is well acquainted with our facility, its location and specific hazards.

1. Refrain from smoking on the premises at all times.
2. Dispose of waste properly.
3. Keep work area clean and free of fuel paths.
4. Keep combustibles away from accidental ignition sources such as hot plates, soldering irons, or other heat- or spark-producing devices.
5. Use safe ashtrays for disposal of smoking materials and make sure that the contents are extinguished and cold to the touch before emptying them into a safe receptacle.
6. Know the locations of the nearest portable fire extinguishers and how to use them.
7. Never smoke, weld or cut using an open flame or unsafe electrical appliance or equipment, or otherwise create heat that could ignite vapors near any combustibles.

**Nick Griego and Sons Construction, Inc.** employees are not authorized to perform any kind of welding, cutting or brazing. Therefore, this procedure will not address any specific safety precautions associated with welding, cutting or brazing.

### **Fire-Fighting Equipment**

When fire extinguishers and hoses are provided, they are to be operated by trained employees before the arrival of the local fire department. Fire extinguisher locations are to be kept clear of obstructions. Trained employees must know the locations of all fire extinguishers as well as how to operate them correctly.

Fire extinguishers should only be used on incipient fires. An incipient fire is a fire that is in the initial or beginning stage that can be controlled or extinguished by portable fire extinguishers without the need for protective clothing or a breathing apparatus. Large fires require notification and evacuation.

Fire extinguishers are to be mounted in readily accessible locations and all employees must be made aware of these locations. All fire extinguishers must undergo monthly visual inspections and be recharged as needed, with maintenance performance checks provided annually. The dates of these monthly and annual inspections will be noted on all fire extinguisher tags, and the annual maintenance-check documentation will be maintained by **Nick Griego and Sons**



**Construction, Inc.** for one year after the last check. Any damage to fire-protection equipment must be brought to the attention of a supervisor immediately upon discovery.

Fire extinguishers are selected for the types of materials found in the workplace and must be placed in the areas where they are to be used. Fire Extinguishers are classified as follows:

Class A – for fires involving ordinary combustible materials.

Class B – for fires involving flammable liquids, gases or grease.

Class C – for fires involving energized electrical equipment.

Fire extinguishers must never be put back in place after use, regardless of how much or how little use was required. Used extinguishers must be serviced immediately.

Water must never be used to fight electrical or flammable-liquid-type fires because it can cause electrocution or serious burns, and could cause the fire to spread. Use carbon dioxide (CO<sub>2</sub>) or dry chemical extinguishers to fight electrical or flammable-liquid-type fires.

## **Training**

**[Company Name]** shall ensure that all employees are trained in the established procedures for reporting a fire, use of applicable alarm pull stations, fire extinguisher and fire hose use, and evacuation procedures, routes and hazards involved in incipient-stage firefighting. Fire extinguisher training will be performed upon initial hire and annually thereafter.

## **Fire Exits**

Fire exits are posted. All doors/exits must be maintained in good operating condition. They ~~and~~ should be unobstructed and able to be unlocked quickly from the inside. Exit corridors must be kept clear and free of debris.

## **Combustible Materials**

All combustible scrap, debris and waste materials (oily rags, etc.) must be stored in covered metal receptacles and removed from the work site promptly to minimize the risk of fire. Combustible materials shall be separated from ignition sources and limited to the quantity required for current needs.

## **Flammable Liquids**

Class B materials include, but are not limited to, flammable and combustible liquids such as oils, greases, tars, oil base paints, lacquers, and certain **[Company Name]** in-use and stored chemicals. Flammable liquids are defined as liquids having a flash point below 100 degrees Fahrenheit.



**Water should not be applied to Class B fires.** The use of water may cause burning liquids to float, which in turn can cause the fire to spread more rapidly. Class B fires are usually extinguished by around the burning liquid. This is accomplished by using one of several approved types of fire-extinguishing agents such as carbon dioxide or multipurpose dry chemical.

Technically, flammable and combustible liquids do not burn. However, under appropriate conditions, they generate sufficient quantities of vapors to form ignitable vapor-air mixtures. As a general rule, the lower the flash point of a liquid, the greater the fire and explosion hazard. (The flash point of a liquid is the minimum temperature at which it gives off sufficient vapor to form an ignitable mixture with the air near its surface or within its containment vessel.)

Many flammable and combustible liquids also pose health hazards.

It is the responsibility of the user to ensure that all Class B materials are properly identified, labeled, handled and stored. If assistance is required, contact the **Nick Griego and Sons Construction, Inc.** Safety Officer.

When flammable-liquid storage cabinets are used:

1. No more than 120 gallons of Class I, II and IIIA liquids shall be stored in a cabinet. Of this total, no more than 60 gallons shall be Class I and II liquids.
2. No more than three cabinets shall be stored in a single fire area.
3. Cabinet vent openings shall be sealed with properly fitted metal bungs. Approval shall be obtained from the **Nick Griego and Sons Construction, Inc.** Safety Officer before beginning work to modify cabinets that need to be vented.
4. Inside storage rooms for flammable and combustible liquids shall comply with the requirements of NFPA 30 and 29 CFR 1910.106. Storage of flammable or combustible liquids shall not obstruct corridors, aisles or exit doors; nor shall such substances be stored in exit enclosures, including stairwells.

## **Fire Hazards**

Class B fires are especially dangerous because they release heat quickly, causing the fire to spread rapidly. The handling and use of these combustibles presents the most significant single source of fire hazard. Misuse or improper storage threatens not only the employee and the entire building, but also all fellow employees.

Flammable liquid vapors are heavier than air. They can travel for considerable distances and accumulate in low places. Since it is the vapor of flammable liquids that burns, the fire hazard may not be confined to the immediate vicinity of actual use. Vapors can be ignited several hundred feet from the point of vapor generation. Flammable liquid vapors generally have low ignition-



energy requirements and can often be ignited by small sparks from electrical motors, switches, relay contacts, etc.

At certain times as determined by the customer, hot work permits may be required at natural gas production sites when an ignition source such as a generator is present.

## **Precautions**

The user of a flammable liquid cannot correctly determine the necessary precautions unless the properties of the liquid are known and the intended use is reviewed from a safety standpoint.

There must be sufficient ventilation to preclude the accumulation of flammable vapors. Normal room ventilation may be sufficient to permit a small-scale use of flammable liquids. However, if larger quantities of liquid must be used in such facilities, it will be necessary to provide additional ventilation by opening doors and windows or providing some form of temporary exhaust ventilation.

Appropriate fire extinguishers must be mounted within 75 feet for outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials. All extinguishers must be serviced, maintained and tagged at intervals not to exceed one year. Extinguishers should be placed free from obstructions or blockage.

All extinguishers must be fully charged and in their designated places unless in use.

“**NO SMOKING**” rules will be enforced in areas involving storage and use of hazardous materials. “**NO SMOKING**” signs have been posted in areas where flammable or combustible materials are used and/or stored. All spills of flammable or combustible liquids must be cleaned up promptly.

Storage tanks should be adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying or atmosphere temperature changes. Storage tanks are equipped with emergency venting to relieve any excessive internal pressure caused by fire exposure.

## **Fueling**

Where flammable liquids are used, employees will be trained in the handling of spillage during fueling operations, proper cleanup of spills, spill prevention and how to safely restart an engine after a spill has occurred.

The use or presence of any open flame or light near any fuel is prohibited during fueling or the transfer of fuel. “**NO SMOKING**” signs will be posted in such areas.



Flammable and combustible liquids shall be handled and used in approved safety cans that have flame arresters (screens), spring-closing (self-closing) lids, and spout covers. For quantities of 1 gallon or less, flammable liquids shall be stored, used and handled only in the original container or approved safety cans. Appropriate fire protection devices shall be available.

Before transferring flammable or combustible liquids between containers, a bonding wire shall be attached between containers such as tanks, drums or portable containers to draw off any static electricity accumulation. The bonding wire or one of the containers must be grounded.

When dispensing flammable or combustible liquids from drums, the drums must be equipped with dispensing devices approved by Underwriters Laboratories (UL) or Factory Mutual Research Corporation (FM).



## **SAFETY AND HEALTH**

**All Employees Shall Follow The Rules Outlined In This Manual.**

These rules have been prepared to protect you and your fellow **Nick Griego and Sons Construction, Inc.** employees in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

### **Lifting Procedures**

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a coworker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with your coworker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back. Keep your back straight.
8. Get a firm grip on the object with your hands and fingers. Use handles when present.
9. Never lift anything if your hands are greasy or wet.
10. Wear protective gloves when lifting objects with sharp corners or jagged edges.
11. Hold objects as close to your body as possible.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set objects down in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
16. Slide materials to the end of the tailgate before attempting to lift them off of a pick-up truck. Do not lift over the walls or tailgate of the truck bed.

### **Housekeeping**

1. Do not place material such as boxes or trash in walkways and passageways.
2. Sweep up shavings from around equipment such as drill presses, lathes or planers by using a broom and a dustpan.
3. Mop up water around drinking fountains, drink dispensing machines and ice machines.





4. Do not store or leave items on stairways.
5. Do not block or obstruct stairwells, exits or access to safety and emergency equipment such as fire extinguishers or fire alarms.
6. Keep walking surfaces of elevated working platforms, such as scaffolds, clear of tools and materials that are not being used.
7. Straighten or remove rugs and mats that do not lie flat on the floor.
8. Remove protruding nails or bend them down by using a claw hammer.
9. Return tools to their storage places after use.
10. Use caution signs and/or safety cones to barricade slippery areas such as freshly mopped floors.
11. Clean up spills or leaks immediately by using a paper towel, rag, or mop and bucket.

### **Office Safety**

1. Close drawers and doors immediately after use.
2. Put heavy files in the bottom drawers of file cabinets.
3. Open one file cabinet drawer at a time.
4. Use the handles when closing doors, drawers and files.
5. Do not stand on furniture to reach high places. Use a ladder or step stool to retrieve or store items that are located above your head.
6. Do not kick objects out of your pathway; pick them up or push them out of the way.
7. Store sharp objects such as pens, pencils, letter openers and scissors in drawers or with the points down in a container.
8. Keep floors clear of items such as paper clips, pencils, tacks and staples.
9. Do not tilt the chair you are sitting in on its back legs.
10. Carry pencils, scissors and other sharp objects with the points down.
11. Position hands and fingers onto the handle of the paper cutter blade before pressing down.
12. Keep the paper cutter blade in the closed/locked position when not in use.
13. Do not use paper-cutting devices if the finger guard is missing.
14. Keep fingers away from the ejector slot when loading or testing stapling devices.
15. Point the ejector slot away from yourself and bystanders when refilling staplers.
16. Use a staple remover, not your fingers, to remove staples.
17. Do not use extension or power cords if the ground prong has been removed or has broken off.



18. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks or across entrances/exits.
19. Do not place your fingers in or near the feed of a paper shredder.
20. Do not plug more than the designed electrical devices into a single outlet.
21. Do not throw matches, cigarettes or other smoking materials into trash baskets.
22. Keep doors in hallways fully open or fully closed.
23. Turn off and unplug office machines before adjusting, lubricating or cleaning them.
24. Do not use fans that have excessive vibration, frayed cords or missing guards.
25. Do not place floor-type fans in walkways, aisles or doorways.
26. Use handrails when ascending or descending stairs or ramps.
27. Obey all posted safety and danger signs.
28. Do not use frayed, cut or cracked electrical cords.
29. Do not run on stairs or take more than one step at a time.
30. Do not jump from ramps, platforms, ladders or step stools.

### **Personal Protective Equipment (PPE)**

1. Do not wear hard hats that are dented or cracked.
2. Do not paint or drill holes in hard hats.
3. Wear earplugs or earmuffs in areas posted "**Hearing Protection Required.**"
4. Wear safety glasses, goggles or a face shield when operating chippers, grinders, lathes or sanders.
5. Wear face shields over goggles or safety glasses during open-furnace, hot-dipping, metal-plating or gas-cutting operations.
6. Wear chemical goggles when using, applying or handling chemical liquids or powders from containers labeled "**Caustic**" or "**Corrosive.**"
7. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
8. Wear safety glasses when cutting strapping bands, uncrating materials or driving nails.

### **Hand Truck Operations**

1. Tip the load slightly forward so that the tongue of the hand truck goes under the load.
2. Push the tongue of the hand truck all the way under the load to be moved.



3. Keep the center of gravity of the load as low as possible by placing heavier objects below lighter objects.
4. When loading hand trucks, keep your feet clear of the wheels.
5. Push the load so that the axle, not the handles, will carry the weight. The operator should only balance and push.
6. Place the load so that it will not slip, shift or fall. Use straps, if provided, to secure the load.
7. If your view is obstructed, use a spotter to assist in guiding the load.
8. For extremely bulky or pressurized items such as gas cylinders, strap or chain the items to the hand truck.
9. Do not walk backward with the hand truck unless going up stairs or ramps.
10. When going down an incline, keep the hand truck in front of you so that it can be controlled at all times.
11. Move hand trucks at a walking pace.
12. Store hand trucks with the tongue under a pallet, shelf or table.
13. Do not exceed the manufacturer's load-rated capacity. Read the capacity plate on the hand truck if you are unsure.
14. Do not lift slippery or wet objects; use a hand truck.

### **Hazardous Materials**

1. Follow the safe-handling instructions listed on the label of the container and in the corresponding Safety Data Sheet (SDS) for each chemical product used in your workplace.
2. Use personal protective clothing or equipment such as neoprene gloves, rubber boots, shoe covers, rubber aprons and/or protective eyewear when using chemicals labeled "**Flammable,**" "**Corrosive,**" "**Caustic**" or "**Poisonous.**"
3. Do not use protective clothing or equipment with split seams, pinholes, cuts, tears or other signs of visible damage.
4. Each time you use your gloves, wash the gloves BEFORE removing them using cold tap water and normal hand-washing motion. Always wash your hands after removing the gloves.
5. Do not smoke while handling chemicals labeled "**Flammable.**"
6. Do not store chemicals labeled "**Flammable**" near sources of ignition such as space heaters or sparking tools.
7. Do not handle or load any containers of chemicals if the containers are cracked or leaking.
8. Dispense liquids labeled "Flammable" from their bulk containers ONLY in areas posted "**Flammable Liquid Storage.**"



9. Follow this safety procedure before pouring, dispensing or transferring any liquid from a bulk container labeled "**Flammable**"
  - a. Only use red color-coded, metal containers for transferring the liquid.
  - b. Electrically ground and bond the containers as follows:
    - (1) Attach the clip at one end of the grounding wire to the rim of the dispensing container. Then attach the clip at the other end of the grounding wire to a ground source, such as a ground driven steel stake.
    - (2) Attach the clip at one end of the bonding wire to the rim of the dispensing container. Then attach the clip at the other end of the bonding wire to the rim of the receiving container.
    - (3) You are now ready to dispense the liquid from the bulk container into the open receiving container. Upon completion, replace the lid on the receiving container and remove the bonding wire.
10. Before using the chemical exhaust hood, manually flip the fan motor switch to the "**on**" position.
11. Do not use chemicals from unlabeled containers or unmarked cylinders.
12. Do not perform "hot work," such as welding, metal grinding or other spark-producing operations, within 50 feet of containers labeled "**Flammable**" or "**Combustible.**"
13. Do not drag containers labeled "**Flammable.**"
14. Use a rubber cradle when transporting unpackaged glass bottles of chemicals.
15. Do not store chemical containers labeled "**Oxidizer**" with containers labeled "**Corrosive**" or "**Caustic.**"
16. Always put on chemical goggles and a face shield before handling chemicals labeled "**Corrosive**" or "**Caustic.**"

## **Material Handling/Lifting**

### **General Requirements**

**Nick Griego and Sons Construction, Inc.** requires that safety planning and practices for commonplace tasks be as thorough as the planning and practices for operations with unusual hazards. Commonplace tasks make up the greater part of the daily activities of most employees and, not unexpectedly, offer more potential for accidents with injuries and property damage.

Every operation or work assignment begins and ends with the handling of materials. Identifying obvious and hidden hazards should be the first step in planning work methods and job practices.

1. There must be safe clearance for equipment through aisles and doorways. Aisles must be kept clear to allow unhindered passage.



2. Motorized vehicles and mechanized equipment will be inspected daily or prior to use.
3. Vehicles must be shut off and brakes must be set prior to loading or unloading. Trucks and trailers will be secured to prevent movement during loading and unloading operations.
4. Hand trucks must be maintained in safe operating condition.
5. Pallets must be inspected before being loaded or moved.
6. Securing chains, ropes, chokers or slings must be adequate for the job to be performed.
7. When hoisting material or equipment, provisions must be made to assure that no one will be passing under the suspended loads.
8. Safety Data Sheets (SDSs) will be available to employees handling hazardous materials.

### **Lifting and Moving**

Whenever practical, the lifting and moving of objects must be performed by mechanical devices rather than by manual effort. Supervisors are responsible for the enforcement of this rule.

Manual lifting equipment and all other engineering controls will be readily available for employee use or made available as the need arises. The equipment used must be appropriate for the lifting or moving task. Lifting and moving devices must be operated only by personnel trained and authorized in their use. **Employees must not be required to lift heavy or bulky objects that overtax their physical condition or capability.**

### **Manual Lifting Rules**

The manual lifting and handling of material must be performed using methods that ensure the safety of both the employee and the material. The following are rules for manual lifting:

1. Conduct a hazard assessment before performing any type of lifting. If mechanical lifting equipment is required, the assessment must consider size, bulk and weight of the object(s). In addition, the route should be free of any obstruction or spillage. If a two-man lift is required, the assessment must also include whether vision will be obscured while carrying and whether any tripping or slipping hazards are present on the walking surface and path over which the object is to be carried.
2. Inspect the load to be lifted for sharp edges, splinters, and wet or greasy spots.
3. Wear gloves when lifting or handling objects with sharp or splintered edges. The gloves must be free of oil, grease or other agents that may cause a poor grip.
4. Consider the distance over which the load is to be carried, recognizing that the employee's gripping power may weaken over long distances.

### **Training**



Training in proper lifting techniques will be conducted on an annual basis for all employees who will (or may) be required to manually lift an object. Training will include general principles of ergonomics, recognition of hazards and injuries, procedures for reporting hazardous conditions, and methods and procedures for early reporting of injuries. A job-safety analysis that includes safe lifting and work practices, hazards and controls will be completed for any job-specific task that could involve manual lifting.



## **Load Path Safety**

Loads that are moved by material-handling equipment of any kind must not travel over any path where personnel are present. The load path must be selected and controlled to eliminate the possibility of injury to employees in the event of a material-handling equipment failure. Equipment that is being worked on while supported by material-handling equipment must have a redundant support system capable of supporting all loads that could be imposed by failure of the mechanical handling equipment.

A suspended load must never be left unattended. The load must be lowered to the working surface and the material-handling equipment secured before the load can be left unattended.

## **Truck Loading**

All objects loaded on trucks must be secured to the truck to prevent any shifting of the load in transit. The wheels of trucks being loaded or unloaded at a loading dock must be chocked to prevent movement.

## **Mechanical Lifting**

Employees must use mechanical devices for lifting and moving objects that are too heavy or bulky for safe manual handling. Employees who have not received appropriate training must not operate power-driven mechanical devices to lift or move objects of any weight. Heavy objects that require special handling or rigging must be moved only by riggers or under the guidance of employees specifically trained and certified to move heavy objects.

## **Hoisting and Rigging**

When a backhoe, front-end loader or similar type of equipment is used as a hoisting device, the equipment must be compliant with the following:

1. Applicable standards in 29 CFR 1926.602, "Material Handling Equipment," Subpart I(1)(ii).
2. Applicable standards in 29 CFR 1910.178, "Powered Industrial Trucks," Subpart (a)(4).
3. The requirements of this manual.

The following requirements apply to the use and maintenance of hoisting and rigging equipment owned or controlled by **Nick Griego and Sons Construction, Inc.:**

1. The Safety Manager shall ensure that a qualified inspector inspects hoisting equipment periodically.



2. Supervisors, operators and riggers will familiarize themselves with this manual's requirements.
3. Any repairs or maintenance to hoisting and rigging equipment must be performed by personnel qualified to perform the repairs in accordance with both OSHA and manufacturer requirements.
4. The Safety Manager must approve any modifications or attachments to hoisting or rigging equipment in advance.

All lifts shall comply with applicable OSHA requirements. A competent person shall inspect cranes and rigging equipment prior to each lift. The supervisor shall evaluate the weight of the item to be lifted to ensure that the capacity of the lifting device is not exceeded. A pre-lift meeting shall be held to discuss safe-lifting requirements.

### **Hand Tool Safety**

1. Use tied-off containers to keep tools from falling off of scaffolds and other elevated work platforms.
2. Keep the blades of all cutting tools sharp.
3. Carry all sharp tools in a sheath or holster.
4. Tag worn, damaged or defective tools **"Out of Service"** and do not use them.
5. Do not use a tool if its handle has splinters, burrs, cracks or splits, or if the head of the tool is loose.
6. Do not use impact tools such as hammers, chisels, punches or steel stakes that have mushroomed heads.
7. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
8. When using knives or other cutting tools, cut in a direction away from your body.
9. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, aviation snips, scrapers, chisels or files in your pocket unless the tool or pocket is sheathed.
10. Do not perform "makeshift" repairs on tools.
11. Do not use "cheaters" or "boomers" on load binders.
12. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area with a hand line.
13. Do not throw tools from one location to another, from one employee to another, or from scaffolds or other elevated platforms.
14. Transport hand tools only in toolboxes or tool belts.





## **Hammers**

1. Use a claw hammer for pulling nails.
2. Do not strike nails or other objects with the cheek of the hammer.
3. Do not strike a hardened steel surface, such as a cold chisel, with a claw hammer.
4. Do not strike one hammer against another.
5. Do not use a hammer if your hands are oily, greasy or wet.
6. Do not use a hammer as a wedge or pry bar, or for pulling large spikes.
7. Use only a sledge-type hammer on a striking face wrench.

## **Saws**

1. Keep control of saws by releasing downward pressure at the end of the stroke.
2. Do not use an adjustable blade saw, such as a hacksaw, coping saw, keyhole saw or bowsaw, if the blade is not taut.
3. Do not use a saw that has dull blades.
4. Oil saw blades after each use.
5. Keep hands and fingers away from the blade while using a saw.
6. Do not carry a saw by the blade.
7. When using a hand saw, hold the workpiece firmly against the worktable.

## **Screwdrivers**

1. Always match the size and type of screwdriver blade to fit the head of the screw.
2. Do not hold the workpiece against your body while using a screwdriver.
3. Do not put your fingers near the blade of the screwdriver when tightening a screw.
4. Use an awl, a drill or a nail to make a starting hole for screws.
5. Do not force a screwdriver by using a hammer or pliers on it.
6. Do not use a screwdriver as a punch, chisel, pry bar or nail puller.
7. Use a screwdriver that has an insulated handle for electrical work.
8. Do not carry a screwdriver in your pocket.
9. Do not use a screwdriver if your hands are wet, oily or greasy.
10. Do not use a screwdriver to test the charge of a battery.
11. Push down firmly and slowly when using a spiral ratchet screwdriver.



## **Snips**

1. Wear safety glasses or safety goggles when using snips to cut materials.
2. Wear work gloves when cutting materials with snips.
3. Do not use straight-cut snips to cut curves.
4. Keep the blade aligned by tightening the nut and bolt on the snips.
5. Do not use snips as a hammer, screwdriver or pry bar.
6. Use the locking clip on the snips after use.

## **Tool Boxes/Chests/Cabinets**

1. Use the handle(s) when opening and closing a drawer or door.
2. Tape over or file off sharp edges on toolboxes, chests and cabinets.
3. Do not stand on toolboxes, chests or cabinets to gain extra height.
4. Lock the wheels on large toolboxes, chests and cabinets to prevent them from rolling.
5. Push large chests, cabinets and toolboxes; do not pull.
6. Do not open more than one drawer of a toolbox at a time.
7. Close and lock all drawers and doors before moving the tool chest to a new location.
8. Do not use a toolbox or chest as a workbench.
9. Do not move a toolbox, chest or cabinet if it has loose tools or parts on the top.

## **Ladders and Step Ladders**

1. Read and follow the manufacturer's instructions on the label affixed to the ladder if you are unsure how to use the ladder safely.
2. Do not use ladders that have loose rungs, cracked or split side rails or missing rubber footpads, or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. Do not use a metal ladder on rooftops or within 50 feet of electrical power lines.
5. Do not place ladders in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from the ladder. Lock the door that you are blocking and post a "**Detour**" sign.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down.



8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
10. Do not stand on the top two rungs of any ladder.
11. Do not stand on a ladder that wobbles or that leans to the left or right.
12. When using a ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
13. Secure the ladder in place by having another employee hold it.
14. Do not move a rolling ladder while someone is on it.
15. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks or other unstable bases.
16. Do not carry items in your hands while climbing up or down a ladder. Carry items in a tool belt or ask another employee to hand items to you from the ground.
17. Do not try to "walk" a ladder by rocking it. Climb down the ladder and then move it.
18. Do not use a ladder as a horizontal platform.
19. Do not leave tools on the steps of a ladder.

### **Electric Power Tools**

1. Do not use power equipment or tools unless you have been trained in their use.
2. Keep power cords away from the path of drills, saws, vacuum cleaners, floor polishers, mowers, slicers, knives, grinders, irons and presses.
3. Do not use cords that have splices, exposed wires, or cracked or frayed ends.
4. Do not carry plugged-in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Disconnect the tool from the outlet by pulling on the plug, not the cord.
7. Turn the tool off before plugging or unplugging it.
8. Do not leave tools unattended when they are "on."
9. Do not stand in water or on wet surfaces when operating power hand tools or portable electrical appliances.
10. Do not operate spark-inducing tools such as grinders, drills or saws near containers labeled **"Flammable"** or in an explosive atmosphere, such as a paint spray booth.
11. Turn off electrical tools and disconnect the power source from the outlet before attempting repairs or service work. Tag the tool "Out of Service."



12. Do not operate power hand tools or portable appliances while holding either a part of the metal casing or the extension cord in your hand. Hold all portable power tools by the plastic handgrip or other nonconductive areas designed for gripping purposes.
13. Do not remove the ground prong from electrical cords.
14. Do not use an adapter, such as a “cheater” plug that eliminates the ground.
15. Do not connect multiple electrical tools into a single outlet.
16. Do not run extension cords through doorways or through holes in ceilings, walls or floors.
17. Do not drive over, drag, step on or place objects on a cord.
18. Wear dielectric gloves when working on electric current.
19. Do not use a power hand tool to cut wet or water-soaked building materials or to repair pipe leaks.
20. Do not use a power hand tool while wearing wet cotton gloves or wet leather gloves.
21. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.

### **Hydraulic/Pneumatic Tools**

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Lock and/or tag tools **"Out of Service"** to prevent usage of the tool.
3. Do not use tools that have handles with burrs or cracks.
4. Do not use compressors if their belt guards are missing. Replace belt guards before use.
5. Turn the tool "off" and let it come to a complete stop before leaving it unattended.
6. Disconnect the tool from the air line before making any adjustments or repairs to the tool.

### **Vehicle/Driving Safety**

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey all traffic patterns and signs at all times.
3. Do not drive on road shoulders.
4. Use side- and rearview mirrors before making lane changes, turns or sudden stops.
5. Only employer-authorized personnel are permitted to operate company vehicles.
6. Do not operate a vehicle if you are ill or fatigued.
7. Do not operate a vehicle if you are taking any medication whose container label indicates that the medication may cause drowsiness or other side effects.
8. Turn the vehicle off before fueling.



9. Do not smoke while fueling a vehicle.
10. Wash hands with soap and water if you spill gasoline on them.



## WRITTEN PROGRAM FOR HAZARD COMMUNICATION

### Objective

The objective of this program is to set forth policies and procedures concerning Hazard Communications in order to enhance the safety and well-being of **Nick Griego and Sons Construction, Inc.** employees. Furthermore, execution of this program is designed to provide for compliance with the Occupational Safety and Health Administration's (OSHA's) Global Harmonized System (GHS) and Hazard Communication Standard.

### Program

The rules, standards and provisions contained in this program must be followed to ensure both compliance with the OSHA Hazard Communication Standard and the safety of our employees.

#### A. Hazardous Chemical Inventory

The Hazardous Chemical Inventory (or list) used in the course of the company's business activities should reference chemicals by the product identifier found on the container label and the Safety Data Sheet (SDS). This inventory must include all hazardous chemical substances that require an SDS and must be maintained and updated regularly. The Hazardous Chemical Inventory, the container label and the SDS should all match so that, in an emergency, an employee can look at the label and quickly locate the SDS.

One copy of the Hazardous Chemical Inventory is to be kept in the front of each SDS book, and one copy is to be kept on file with the Hazard Communication Officer. For each hazardous chemical used at a specific jobsite, an SDS sheet must be available at that jobsite.

#### B. Safety Data Sheets (SDSs)

All Safety Data Sheets (SDSs) must be kept in an organized fashion and placed in an identified and accessible location for all employees to view at will. A duplicate set of SDS information must be maintained by the Hazard Communication Officer. SDS books and the Hazardous Chemical Inventory must be maintained and kept up to date. As obsolete SDSs are replaced by updated versions, the older versions must be retained in a separate file of obsolete SDSs. Do not throw them away. It is encouraged, particularly for routinely used chemicals, that the correct SDS be verified on an ongoing basis since the chemicals may have been reformulated or improved, or the SDS may have been updated. The SDS is the complete resource for details regarding hazardous chemicals.

Every SDS must include each of the 16 sections listed below. (A example of an SDS can be found in Appendix D.)

Section 1: Identification

Section 2: Hazard(s) Identification

Section 3: Composition/Information on Ingredients

Section 4: First-Aid Measures

Section 5: Firefighting Measures

Section 6: Accidental Release Measures

Section 7: Handling and Storage

Section 8: Exposure Controls/Personal Protection

Section 9: Physical and Chemical Properties

Section 10: Stability and Reactivity

Section 11: Toxicological Information

Section 12: Ecological Information

Section 13: Disposal Considerations

Section 14: Transport Information

Section 15: Regulatory Information; and

Section 16: Other Information (This section includes the date of preparation or last revision.)

If a hazardous chemical or substance is received without a proper SDS, the receiving person must immediately notify the Hazard Communication Officer. The manufacturer, importer or distributor of the product must be contacted immediately and asked to fax the SDS and mail a follow-up copy. If, for some reason, the manufacturer, importer or distributor is unable to produce the SDS upon request, the Hazard Communication Officer should be notified immediately. Hazardous materials or substances received without an SDS are to be returned to the sender.

## **C. Labeling**

Each container of a hazardous chemical that is used in or around the work area must be properly labeled. The chemical hazard warning labels are an important way of informing employees of hazards and how to protect themselves when using or storing the material.

All hazardous chemical labels must include these six required elements:

- A. The product identifier.
- B. Signal word.
- C. Hazard statements.
- D. Pictograms.
- E. Precautionary statements.
- F. Name, address and telephone number of the chemical manufacturer, importer or other responsible party.

All containers must be labeled appropriately, regardless of size. Containers must be approved and recommended for storage and/or dispensing of the particular hazardous chemicals they contain. Worn and torn labels must be replaced.

Employees are responsible for reporting any and all inappropriate labels to their supervisor. The Hazard Communication Officer is responsible for ensuring that appropriate labels are in place and that replacement labels are available.

Portable containers of hazardous chemicals do not require labeling if they are transferred from labeled containers and are intended for immediate use by the employee who performs the transfer. Portable containers not immediately used must be emptied (and cleaned when necessary) within 10 hours.

#### **D. Training**

Employee training for this Hazard Communication Program consists of the following:

- 1) Each affected employee working for, or associated with, **Nick Griego and Sons Construction, Inc.** is required to review the training material with the Hazard Communication Officer and sign the acknowledgment form which will be placed in the employee's file. This "effective" training is to be done during the new employee orientation process before the new employee actually assumes status as an active employee. Employees will receive training on any new hazardous chemical/material introduced into the work place before the hazardous chemical/material is used. In addition to this training, affected employees must be informed of the following:
  - a. requirements of the standard,
  - b. places where hazardous chemicals are present and specific hazardous chemicals in the employee's work area,
  - c. the location and availability of the written HazCom program, chemical inventory, and safety data sheets,



- d. How to access and read safety data sheets,
  - e. How to read the container labels (and if in use, the in-house labeling system), and
- 2) Fire extinguisher training may be provided to designated employees. An acknowledgment form must be signed by the employee and filed for documentation purposes.
  - 3) First Aid and CPR training will be provided as required in 29 CFR 1910.151. An acknowledgment form must be signed by the employee and filed for documentation purposes.
  - 4) **Company Name** will advise all non-service personnel (e.g. contractors, laborers, vendors etc.) of any chemical hazards they may encounter in the normal course of their work. The training will cover the labeling system in use, the protective measures to take, and the safe handling procedures to use, and the location of the SDS's. Anyone bringing hazardous materials on site must provide **Nick Griego and Sons Construction, Inc.** with the appropriate hazard information on these substances, including the labels, SDS's, and the precautionary measures to take when working with these chemicals.

#### **E. Storage**

All storage areas for hazardous substances are to be secured, properly ventilated and identified.

#### **F. Non-Routine Tasks**

Before any non-routine task is performed, employees shall be advised and/or they must contact **Responsible Person** for special precautions to follow and **Responsible Person** shall inform any other personnel who could be exposed.

(No non-routine tasks are known to exist at the time of preparation of this program.) If a non-routine task is necessary, Responsible Person will provide the following information about the activity as it relates to the specific chemicals expected to be encountered:

- 1. specific chemical name(s) and hazard(s);
- 2. personal protective equipment required and safety measures to be taken;
- 3. measures that have been taken to lessen the hazards including ventilation, respirators, presence of other employees(s); and
- 4. emergency procedures.

## G. Other Personnel Exposures (Multi-employer worksites)

Hazard Communication Officer will provide other personnel or outside contractors with the following information as follows:

- a. hazardous chemicals to which they may be exposed to while in the workplace;
- b. measures to minimize the possibility of exposure;
- c. location and availability of the SDS
- d. labeling system requirements for all hazardous chemicals; and
- e. procedures to follow if they are exposed. Any contractor, vendor or outside personnel bringing hazardous chemicals on site must provide the

Hazard Communication Officer with the:

- a. hazardous chemicals to which they may be exposed to while in the workplace;
- b. measures to minimize the possibility of exposure;
- c. location and availability of the SDS
- d. labeling system requirements for all hazardous chemicals; and
- e. procedures to follow if they are exposed.

The above information is required for all hazardous chemicals that will be brought on to the worksite. NO EXCEPTIONS! Upon completion the vendor, contractor or outside personnel is responsible for disposal.

## H. National Fire Protection 704 Diamond; Hazard Materials Identification System (HMIS); HazCom 2012

- National Fire Protection Association- NFPA 704 Diamond is a standard system for the identification of the Hazards of Material for Emergency Response. The diamond is color-coded with blue indicating level of health hazard, red indicating flammability hazard, yellow (chemical) reactivity, and white containing special codes for unique hazards. Each of health, flammability and reactivity is rated on a scale from 0 (no hazard) to 4 (sever risk).



- Hazard Materials Identification System (HMIS)-is a numerical hazard rating that incorporates the use of labels with color-coded bars as well as training materials. It was developed by the American Coating Association as a compliance aid for the OSHA Hazard Communication Standard. The bars are color-coded with blue

indicating the level of health hazard, red for flammability, orange for physical hazard, and white for Personal Protection. The number ratings range from 0 (no hazard) to 4 (sever risk).

Chemical Name	
HEALTH	0
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	0

- GHS HazCom 2012 Labels** - Informs workers about the hazards of chemicals in workplace under normal conditions of use and foreseeable emergencies. The ratings are 1 (most severe hazard) to 4 (least severe hazard). The hazard category numbers are NOT required to be on labels but are required on SDS's in Section 2. Numbers are used to CLASSIFY hazards to determine what label information is required.

<b>CODE</b> <b>PRODUCT NAME</b>	 	
<b>COMPANY NAME</b> Street Address City, State, Postal Code, Country Phone Number Emergency Phone Number <b>DIRECTIONS FOR USE</b> XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	<b>Danger</b> Keep out of the reach of children. Read label before use.  Highly flammable liquid and vapor. Harmful if inhaled. May cause drowsy and lightheaded through prolonged or repeated exposure. Keep container tightly closed. Keep away from heat/sparks/open flame. No smoking. Use only outdoors or in a well-ventilated area. Do not breathe fumes/gas/vapors/spray. Wear protective gloves and eye/face protection (as specified). Ground/bond container and receiving equipment. IN CASE OF FIRE use (as specified) for extinguishers. HAZARD ID: IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. Call a Poison Center or doctor/physician if you feel unwell. Store in a cool, well-ventilated place.	3 H Number Proper shipping name  [Universal Product Code (UPC)]
Fill weight: XXXX    Lot Number: XXXX Gross weight: XXXX    Ttl Date: XXXX Expiration Date: XXXX		

## **I. Program Compliance**

Any direct or intentional violation or non-compliance with this program may result in the termination of the person or persons involved, in accordance with company policy.

## **Acknowledgement of Receipt of Hazard Communication Training**

My signature below acknowledges that I have received training on the **Nick Griego and Sons Construction, Inc.** Hazard Communications Program. I understand that this training fulfills the employee training requirement of OSHA's GHS Hazard Communication Standard. The jobsite and classroom training included the following:

1. Understanding the purpose and scope of the OSHA Hazard Communication Standard.
2. Explanation of the existence of federal, state and local right-to-know laws.
3. Definition of the "hazardous chemical" classification.
4. Explanation of situations and elements [would "factors" be better than "elements"?] that must be present for a material to be considered a health hazard.
5. Explanation and interpretation of labels, labeling requirements for all containers, and differences between the NFPA 704 Diamond, the Hazardous Materials Identification System (HMIS) and the HazCom 2012.
6. Understanding and interpretation of Safety Data Sheets (SDS), which must be obtained for each hazardous chemical.
7. My responsibilities as an employee of **Nick Griego and Sons Construction, Inc.**
8. Policies and procedures to follow in case of exposure.

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**EMPLOYEE NAME** *(please print)*

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**EMPLOYEE SIGNATURE and DATE**

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**COMPANY REPRESENTATIVE and DATE**

## **SAFETY DISCIPLINARY PROGRAM**

The success of **Nick Griego and Sons Construction, Inc.** relies heavily on its employees' actions and behaviors. As a condition of employment, any and all employee actions are a representation of **Nick Griego and Sons Construction, Inc.** **Nick Griego and Sons Construction, Inc.** expects its employees to comply with all rules and regulations and considers any and all violations to be serious.

Therefore, the purpose of this disciplinary program is to provide a method for ensuring compliance with all of the safety rules adopted by **Nick Griego and Sons Construction, Inc.**, whether such rules apply to the company at large, an individual jobsite or jobsites, or a specific type of work being performed. All employees, including office and production, supervisory staff, personnel, and management will be subject to this program.

**Nick Griego and Sons Construction, Inc.** managers and supervisors will be responsible for enforcing the disciplinary program. When a violation occurs, it must be reported immediately to the employee's supervisor and/or manager. Any employee who commits a violation may be relieved of his or her duties until a decision is made on the degree of discipline to be applied. Once the decision is made, the employee will be informed of the decision in a meeting with his or her supervisor and/or manager. During this meeting, the infraction will be discussed and the individual(s) will be informed of the rule or procedure that was violated as well as the corrective action to be taken. Disciplinary measures can range from days without pay to immediate termination from employment, depending on the seriousness of the violation.

It is essential for all supervisors to commit to the safety goals that **Nick Griego and Sons Construction, Inc.** has put in place. For any safety program to work, all supervisors must believe in the program strongly enough to be willing to enforce it with their employees.

To ensure supervisor commitment, company officials will perform random inspections to assess the supervisors' level of compliance with safety rules and regulations. If the inspections reveal violations that suggest a supervisor's lack of commitment to company safety goals, the supervisor will be subject to the same disciplinary actions as regular employees who commit such violations.

### **Defining the Two Degrees of Violations**

#### **1. Serious Violations**

A serious violation is a violation of any safety rule or regulation that is committed without premeditation or forethought. When a serious violation is committed, the disciplining authority may use judgment in determining the appropriate degree of discipline.

## **2. Willful Violations**

A willful violation is a violation of any safety rule or regulation that is committed with premeditation or forethought. For such violations, the discipline indicated below is the minimum that can be applied. However, the degree of discipline may be extended or increased to termination of employment on the first violation, depending on the seriousness of the violation. The decision is to be made by the disciplining authority.

### **Discipline Guidelines for Serious and Willful Violations**

#### **1. Serious Violations**

- a. First – Up to one day off without pay.
- b. Second – Up to three days off without pay.
- c. Third – Termination of employment.

## **3. Willful Violations**

- a. First – Minimum of one day off without pay and up to possible termination of employment.
- b. Second – Termination of employment.

### **Violations may include, but are not limited to, the following:**

1. Drinking alcohol and/or abusing drugs prior to or during working hours
2. Fighting, provoking or engaging in an act of violence against another person on company property
3. Theft
4. Willful damage to property
5. Failure to wear personal protective equipment (PPE) (including but not limited to eye protection, hearing protection or safety helmets)
6. Failure to use safety harnesses and lanyards when there is a potential for falling.
7. Removing safety guards on tools and equipment or making such safety guards inoperative
8. Tampering with machine safeguards or removing machine tags or locks
9. Failure to replace barriers and/or guardrails after removing them
10. Failure to follow recognized industry practices
11. Failure to follow rules regarding the use of company equipment or materials
12. Major traffic violations committed while using a company vehicle

13. Engaging in dangerous horseplay
14. Failure to notify **Nick Griego and Sons Construction, Inc.** of a hazardous situation.
15. Other major violations of company rules or policies.

Note that violations may be either serious or willful, depending on whether they were committed with premeditation or forethought.

### **Documentation**

Serious and willful violations may be combined to determine the total number of violations for an employee. Violation notices will be written and will include a reference to the rule or regulation that was violated. The employee who committed the violation and his or her immediate supervisor will be required to sign the notice. Copies of the notice will be distributed to the employee and his/her personnel file, with the original notice to remain with the issuing supervisor.



# ATTACHMENT A

## JOB SAFETY ANALYSIS (JSA) FORM



Site/Project:		
Name of Contractor/Subcontractor:	Date:	Weather:
Task/Activity:		
<b>Check applicable anticipated or potential hazards:</b>  <input type="checkbox"/> Demolition <input type="checkbox"/> Underground tank removal/disposal/high vapours <input type="checkbox"/> Excavation <input type="checkbox"/> Activities in or near traffic areas <input type="checkbox"/> Concrete cutting / coring <input type="checkbox"/> Mobile heavy equipment activity (excavators, dump trucks, vacuum and hydrovac trucks) <input type="checkbox"/> Pile driving / Shoring		<input type="checkbox"/> Work affecting integrity of critical controls <input type="checkbox"/> Welding, cutting, grinding <input type="checkbox"/> Hydroblasting / sandblasting <input type="checkbox"/> Radiography / X-ray testing <input type="checkbox"/> Pressure testing <input type="checkbox"/> Other: _____ <small>(Includes clearing brush/trees, reactive chemical handling, working in proximity to deep water, etc.)</small>
<b>CRITICAL PROCEDURES:</b> <small>Where work involves any of the following hazards, applicable Critical Checklists must be incorporated into the JSA</small>		
<input type="checkbox"/> Work at heights above 1.5 m (5 ft- includes excavations) <input type="checkbox"/> Confined Space Entry (includes tank cleaning) <input type="checkbox"/> Electrical/Mechanical Lockout (live, isolation, lock out/tag out) <input type="checkbox"/> Heavy Equipment Lifting (cranes, boom trucks, excavators) <input type="checkbox"/> Drilling/borehole/excavations (sub-surface clearance, locates) <input type="checkbox"/> Entry into excavations/trenches > 1.2 m (4 ft) deep <input type="checkbox"/> Hot Work (In a potentially explosive atmosphere)		
<b>Ensure that all hazards identified are addressed in JSA below</b>		
<b>Sequence of Basic Job Steps</b> <small>(Order in which the work will be carried out and brief details of how tasks will be performed)</small>	<b>Potential Hazards</b> <small>(Examples: underground services, hazardous zone area, impacted soil, overhead power lines, adjacent works, etc)</small>	<b>Safety Controls to Reduce or Eliminate Hazard</b> <small>(Describe the precautions that will be taken)</small>
1.		
2.		
3.		

### How to complete the hazard analysis

Step 1 – define the job (list scope)

Step 2 - List all basic job tasks in column 1, the hazards associated with them, and the required controls. They should line up. Each task performed should have the hazards identified and the controls that will be implemented to control potential injuries and/or exposures. There are some example of potential tasks that may be associated with your work at JPL below. Use them if they apply for columns #2, # 3 in the form, above; **but review the example information provided below and modify before submitting.** Additional tasks, and additional controls within the basic tasks listed below may need to be added, depending upon your specific situation, your company policies and your safety reps analysis. Be sure to list the hazards rather than the injuries, accidents or other results of a hazard. For example:

**Hazard:** A potential danger. Poor housekeeping, objects on the floor.

**Accident:** An unintended event that may result in injury, loss, or damage. Tripping on the objects is an accident.

**Injury:** Result of an accident, such as a sprained ankle suffered from tripping on the objects left in the work area and falling.

### Task: Hand Operated Power Tool Use

HAZARDS	CONTROLS
Shock	<ul style="list-style-type: none"><li>• Ensure tool casing is free from cracks and is properly grounded.</li><li>• Use tool connected to GFCI if cord powered.</li><li>• Wear insulated gloves.</li><li>• Ensure tool is unplugged before changing any part of the tool.</li></ul>
Hand lacerations	<ul style="list-style-type: none"><li>• Wear appropriate gloves (e.g., leather gloves) when changing out/handling blades, where applicable.</li><li>• Ensure tool is unplugged before changing any part of the tool.</li><li>• Check that the guard is in working condition and in the proper position, if applicable.</li></ul>
Eye and other physical injuries	<ul style="list-style-type: none"><li>• Always wear safety goggles; wear hearing protection where applicable.</li><li>• Don't wear loose clothing.</li><li>• Ensure that material being operated on is secured.</li><li>• Make sure the blade or bit is not binding as it goes into the work. If blade or bit is binding, cease operation of the tool and evaluate reasons for binding.</li></ul>

### Task: Ladder Use

HAZARDS	CONTROLS
Falls from ladders	<ul style="list-style-type: none"><li>• Select proper ladder.</li><li>• Do not use light household ladder for a heavy construction job.</li><li>• Do not exceed ladder duty rating.</li><li>• Inspect ladder before use. Insure ladder is clean and free of defects before use.</li><li>• Maintain 4:1 slope ratio with straight ladders.</li><li>• Use 3 point contact while climbing.</li><li>• Extend ladder 36" if climbing onto another surface.</li><li>• Do not use top step of stepladder and top 3 rungs of straight ladder.</li><li>• Secure all extension ladders from movement.</li><li>• Ensure ladder is not placed on a loose object or on uneven footing.</li><li>• To prevent slipping, equip the ladder with non-slip points or safety shoes, if practical. If not, secure the ladder firmly by lashing it with rope or by other means.</li><li>• Do not lean ladders against a moveable objects or against window sashes.</li><li>• Fasten a board securely across the top of the ladder to give a bearing on each side of the window.</li><li>• See that a helper stands guard in dangerous circumstances, as when a ladder is in front of a door. If there is a danger of a person or vehicle bumping into the ladder, have a helper stand guard or rope off the space with caution tape around the ladder.</li><li>• Remove any oil or grease from the soles of your shoes before using the ladder.</li><li>• Do not over reach and do not push or pull if it will cause the ladder to move. If you are far away from something you have to reach, take time to move the ladder closer.</li><li>• Do not straddle the space between the ladder and another object.</li></ul>

**Task: Scaffold Use**

HAZARDS	CONTROLS
Falls	<ul style="list-style-type: none"> <li>• All scaffolds must be erected and used in accordance with OSHA and manufacturer’s requirements.</li> <li>• When working off scaffolds that are 6 ft. or more above a walking/working surface, fall protection or OSHA compliant handrails are required.</li> </ul>
Damaged/broken equipment Improper assembly Improper use	<ul style="list-style-type: none"> <li>• Scaffolds must be designed by a qualified person (a person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, the work, or the project.</li> <li>• All contractor erected scaffolds must be erected under the supervision of a scaffold competent person.</li> <li>• Newly erected or modified scaffolds must be inspected by the contractors scaffold competent person prior to use.</li> <li>• Daily pre-use inspections must be conducted by the contractors’ competent person and the scaffold tag must be signed by the scaffold competent person.</li> <li>• Scaffolds must be used and inspected in accordance with the manufacturer’s instruction for each specific model and type of scaffold being used.</li> <li>• All wheels equipped with locking devices must be locked prior to climbing, all bolts and nuts must be tight, and all cotter pins must be in place and secured before use.</li> </ul>

**Task: Elevated Work Platform Use (e.g. scissor lifts, boom lifts, NGS’s, etc.)**

HAZARDS	CONTROLS
Lift failure/tip over	<ul style="list-style-type: none"> <li>• All elevated work platforms must be used in accordance with OSHA and manufacturers use instructions.</li> <li>• Personnel must be trained, qualified and approved to operate all elevated platforms and boom lifts.</li> <li>• Inspect lift before use.</li> <li>• Do not use left on unstable ground or on angles over the lifts cap. Look for Drop-offs, holes, or unstable surfaces such as loose/soft dirt.</li> </ul>
Falls	<ul style="list-style-type: none"> <li>• Fall protection must be used in accordance with the manufacturers’ recommendations on all elevated platforms and boom lifts.</li> </ul>
Damaged/broken equipment	<ul style="list-style-type: none"> <li>• Elevated work platforms must be used and inspected in accordance with the manufacturer’s instruction for each specific model and type of elevated work platform being used.</li> <li>• All elevated work platforms (e.g. scissors lifts, aerial platforms, etc.) and boom lifts must be inspected by the assigned qualified /competent person prior to acceptance for use at the laboratory.</li> <li>• Elevated work platforms and boom lifts must be inspected by a trained and qualified operator prior to each use.</li> <li>• Document the inspection on the work platform inspection tag.</li> <li>• If the elevated work platform or boom lift does not pass inspection, remove the inspection tag, and replace it with a red “Do Not Use” tag and remove from service.</li> </ul>

**Task: Electrical Cutovers and Work on Electrical Equipment**

HAZARDS	CONTROLS
Contact with energized parts	<ul style="list-style-type: none"> <li>• All workers working on energized equipment will Arc-Flash protective clothing in accordance with NFPA 70E. The PPE will consist of flame retardant clothing or flash suits, eye, face, hand, head, and foot protection as necessary. A flash boundary will be established and only trained and authorized individuals will be allowed in the flash boundary.</li> <li>• Keep all covers and barriers guarding live parts in place except when required to be removed for testing.</li> <li>• Place grounding jumpers adequate to clear fault currents on equipment where practical.</li> </ul>
Inadvertent start-up of electrical equipment	<ul style="list-style-type: none"> <li>• Review Lockout/Tag out (LOTO) procedures with workers and JPL prior to starting work.</li> <li>• De-energize electrical equipment and apply JPL approved red locks and tags per JPL form 2885 and company Lockout/Tag out procedure.</li> <li>• All employees are instructed to verify lockouts are in place and equipment is de-energized prior to beginning any work.</li> </ul>

**Task: Underground Duct Bank and Conduit Installation, Including Excavation, Encasement, and Backfill**

HAZARDS	CONTROLS
Contact with active utility lines	<ul style="list-style-type: none"> <li>• Review all area underground utility drawings with JPL construction administrator.</li> <li>• Have the area of excavation surveyed with a ground penetrating radar and Electro-magnetic RF instrument prior to the commencement of digging.</li> <li>• Obtain an Excavation Permit from JPL prior to the commencement of any digging activities (exception hand digging, &lt;12”).</li> <li>• Use hand excavation techniques around all known utilities.</li> </ul>
Possible pedestrian or vehicular traffic in work area and falls into open trenches	<ul style="list-style-type: none"> <li>• Provide barricades or fencing around site as necessary to protect personnel and equipment.</li> <li>• Provide pedestrian walkway over trenches where emergency egress from building is required.</li> <li>• Provide traffic rated steel plates at traffic crossings and ensure plates are secure from displacement.</li> </ul>
Collapse of trenches	<ul style="list-style-type: none"> <li>• Soil will be inspected by a competent person in trenching, excavations, and protective systems.</li> <li>• Protective systems will be used for any trench or excavation 5 feet or deeper or made in unstable soil.</li> </ul>
Excavation equipment striking worker	<ul style="list-style-type: none"> <li>• Workers will make every attempt to stay clear of moving equipment.</li> <li>• Workers will wear high visibility clothing when working in close proximity to moving equipment.</li> </ul>
Materials falling into trench	<ul style="list-style-type: none"> <li>• Keep all spoils and materials at least 2 feet away from the edge of trench.</li> </ul>

**Task: Use of Scissor Lift or Aerial lift to Access Work and Install Conduit/Equipment/Material and Wire**

HAZARDS	CONTROLS
Slips, trips and falls on tools and material	<ul style="list-style-type: none"> <li>• Maintain active housekeeping.</li> <li>• Keep tools and material out of travel path.</li> </ul>
Lift failure/tip over	<ul style="list-style-type: none"> <li>• Employees must be trained and certified to use lift.</li> <li>• Inspect lift before use</li> <li>• Do not use lift on unstable ground or on angles over the lift's cap. Look for Drop-offs, holes, or unstable surfaces such as loose/soft dirt.</li> </ul>
Tool drop from lift	<ul style="list-style-type: none"> <li>• Keep area under bucket clear.</li> <li>• Set cones/barricades to prevent pedestrian traffic. Use ground man/flag to direct traffic when it is present.</li> </ul>
Pinch points to hands and body while moving lift	<ul style="list-style-type: none"> <li>• Keep hands inside lift when moving, use ground man to assist in checking clearances.</li> </ul>
Pedestrian and Vehicle traffic entering work area	<ul style="list-style-type: none"> <li>• Set cones/barricades to prevent pedestrian traffic. Use ground man/flag to direct traffic when it is present.</li> </ul>
Flying debris from use of cordless drill to modify/ mount material	<ul style="list-style-type: none"> <li>• Wear safety glasses and gloves. Wear sealed eye wear/face shield when drilling above eye level (or when required).</li> </ul>
Noise when drilling	<ul style="list-style-type: none"> <li>• Wear ear plus or equivalent hearing protection.</li> </ul>
Bumps, cuts, scrapes to hands from tool use	<ul style="list-style-type: none"> <li>• Wear general work gloves.</li> <li>• Keep hands clear of pinch points.</li> </ul>
Pinch points between conduit/objects	<ul style="list-style-type: none"> <li>• Wear general work gloves.</li> <li>• Keep hands clear of pinch points.</li> </ul>
Bumps, cuts and scrapes to hands, when pulling wire; from pinch points	<ul style="list-style-type: none"> <li>• Wear general work gloves.</li> <li>• Keep hands clear of between wire and conduit to avoid hands getting pulled in when feeding wire.</li> </ul>
Strain when pulling wire	<ul style="list-style-type: none"> <li>• Do not overexert and get help if wire is too hard to pull.</li> <li>• Use pulling soap as needed to lubricate wire.</li> <li>• Review Safety Data Sheets (SDS) prior to first use</li> <li>• Wear required PPE and safety glasses.</li> </ul>

**Task: Installation of Electrical Conduit, Switches, Receptacles and other Electrical Current Devices**

HAZARDS	CONTROLS
Potential electric shock	<ul style="list-style-type: none"> <li>• Use proper tools and testing techniques and proper test equipment.</li> <li>• De-energize load center while making final connection.</li> <li>• Check continuity of wires for shorts before energizing.</li> <li>• Check for proper voltage and amp draw.</li> <li>• Energize under no load situation.</li> <li>• Wear nonconductive gloves.</li> </ul>
Slips, trips, falls	<ul style="list-style-type: none"> <li>• Ensure proper illumination is present.</li> <li>• Keep housekeeping clean.</li> <li>• Wear lace up safety shoes at all times.</li> <li>• Ensure shoelaces are properly tied.</li> <li>• Watch where you are walking.</li> <li>• Do not run or rush.</li> <li>• Ensure pits are covered.</li> </ul>
Falls from ladders	<ul style="list-style-type: none"> <li>• Choose the right ladder type and the appropriate duty rating ladder for the task.</li> <li>• Do not use Type III (Light Duty) ladders.</li> <li>• Do not exceed ladder duty rating.</li> <li>• Inspect ladder before use.</li> <li>• Insure ladder is clean and free of defects before use.</li> <li>• Maintain 4:1 slope ratio with straight ladders.</li> <li>• Remove any oil or grease from the soles of your shoes before using the ladder.</li> <li>• Use 3 point contact while climbing.</li> <li>• Extend ladder 36” if climbing onto another elevated surface.</li> <li>• Do not use top step of stepladder and top 3 rungs of straight ladder.</li> <li>• Secure all extension ladders from movement.</li> <li>• Ensure ladder is not placed on a loose object or on uneven footing.</li> <li>• To prevent slipping, equip the ladder with non-slip points or safety shoes, if practical. If not, secure the ladder firmly by lashing it with rope or by other means.</li> <li>• Do not lean ladders against a moveable objects or against window sashes.</li> <li>• Fasten a board securely across the top of the ladder to give a bearing on each side of the window.</li> <li>• See that a helper stands guard in dangerous circumstances, as when a ladder is in front of a door. If there is a danger of a person or vehicle bumping into the ladder, have a helper stand guard or rope off the space with caution tape around the ladder.</li> <li>• Do not over reach and do not push or pull if it will cause the ladder to move. If you are far away from something you have to reach, take time to move the ladder closer.</li> <li>• Do not straddle the space between the ladder and another object.</li> </ul>

**Task: Install Conduit/Equipment/Material and Wire**

HAZARDS	CONTROLS
Slips/trips/falls due to poor housekeeping	<ul style="list-style-type: none"> <li>• Maintain active housekeeping; keep tools and material out of travel path. Perform post job clean up.</li> </ul>
Lifting/moving material/ strain from improper lifting	<ul style="list-style-type: none"> <li>• Lift with legs and not back, bend at the knees; get help to lift material as needed.</li> </ul>
Bumps, cuts and scrapes to hands from tool use	<ul style="list-style-type: none"> <li>• Wear general work gloves.</li> </ul>
Fall from ladder used to access elevated work	<ul style="list-style-type: none"> <li>• Choose the right ladder type and the appropriate duty rating ladder for the task.</li> <li>• Do not use Type III (Light Duty) ladders.</li> <li>• Do not exceed ladder duty rating.</li> <li>• Inspect ladder before use.</li> <li>• Insure ladder is clean and free of defects before use.</li> <li>• Maintain 4:1 slope ratio with straight ladders.</li> <li>• Remove any oil or grease from the soles of your shoes before using the ladder.</li> <li>• Use 3 point contact while climbing.</li> <li>• Extend ladder 36" if climbing onto another elevated surface.</li> <li>• Do not use top step of stepladder and top 3 rungs of straight ladder.</li> <li>• Secure all extension ladders from movement.</li> <li>• Ensure ladder is not placed on a loose object or on uneven footing.</li> <li>• To prevent slipping, equip the ladder with non-slip points or safety shoes, if practical. If not, secure the ladder firmly by lashing it with rope or by other means.</li> <li>• Do not lean ladders against a moveable objects or against window sashes.</li> <li>• Fasten a board securely across the top of the ladder to give a bearing on each side of the window.</li> <li>• See that a helper stands guard in dangerous circumstances, as when a ladder is in front of a door. If there is a danger of a person or vehicle bumping into the ladder, have a helper stand guard or rope off the space with caution tape around the ladder.</li> <li>• Do not over reach and do not push or pull if it will cause the ladder to move. If you are far away from something you have to reach, take time to move the ladder closer.</li> <li>• Do not straddle the space between the ladder and another object.</li> </ul>
Physical hazards from use of cordless drill to modify/ and or mount hardware/material	<ul style="list-style-type: none"> <li>• Inspect tools before use.</li> <li>• Wear safety glasses and gloves.</li> <li>• Wear sealed eye wear/face shield when drilling above eye level.</li> <li>• Wear hearing protection when operating.</li> <li>• Keep hands and body clear of line of fire.</li> </ul>
Injury to hands while pulling/installing wire	<ul style="list-style-type: none"> <li>• Wear general work gloves.</li> <li>• Keep hands clear of between wire and conduit to avoid hands getting pulled in when feeding.</li> <li>• Use pulling soap as needed to lubricate wire.</li> </ul>

**Task: Install Lamps and/or Ballasts**

HAZARDS	CONTROLS
Slips, trips and falls on tools and material.	<ul style="list-style-type: none"> <li>• Maintain active housekeeping.</li> <li>• Keep tools and material out of travel path.</li> </ul>
Electrical shock	<ul style="list-style-type: none"> <li>• De-energize fixture if replacing ballast;</li> <li>• Follow Lockout/Tag out procedure and JHA.</li> </ul>
Fall from ladder	<ul style="list-style-type: none"> <li>• Choose the right ladder with the appropriate duty rating for the task.</li> <li>• Do not use Type III (Light Duty) ladders.</li> <li>• Do not exceed ladder duty rating.</li> <li>• Inspect ladder before use.</li> <li>• Insure ladder is clean and free of defects before use.</li> <li>• Maintain 4:1 slope ratio with straight ladders.</li> <li>• Remove any oil or grease from the soles of your shoes before using the ladder.</li> <li>• Use 3 point contact while climbing.</li> <li>• Extend ladder 36” if climbing onto another elevated surface.</li> <li>• Do not use top step of stepladder and top 3 rungs of straight ladder.</li> <li>• Secure all extension ladders from movement.</li> <li>• Ensure ladder is not placed on a loose object or on uneven footing.</li> <li>• To prevent slipping, equip the ladder with non-slip points or safety shoes, if practical. If not, secure the ladder firmly by lashing it with rope or by other means.</li> <li>• Do not lean ladders against a moveable objects or against window sashes.</li> <li>• Fasten a board securely across the top of the ladder to give a bearing on each side of the window.</li> <li>• See that a helper stands guard in dangerous circumstances, as when a ladder is in front of a door. If there is a danger of a person or vehicle bumping into the ladder, have a helper stand guard or rope off the space with caution tape around the ladder.</li> <li>• Do not over reach and do not push or pull if it will cause the ladder to move. If you are far away from something you have to reach, take time to move the ladder closer.</li> <li>• Do not straddle the space between the ladder and another object.</li> </ul>
Bumps, cuts and scrapes to hands	<ul style="list-style-type: none"> <li>• Keep hands clear of pinch points.</li> <li>• Wear gloves.</li> </ul>
Physical hazards from dropping tools	<ul style="list-style-type: none"> <li>• Wear hard hat.</li> <li>• Keep area under work clear.</li> </ul>
Flying parts to face/eye from cordless drill use	<ul style="list-style-type: none"> <li>• Wear sealed eye wear/face shield when drilling above eye level (or when required).</li> </ul>
Noise from cordless drill	<ul style="list-style-type: none"> <li>• Wear ear plugs or equivalent hearing protection.</li> </ul>



## Task: Arc Welding

HAZARDS	CONTROLS
Flashing, sparks, slag splatter to Passerby's, and welder	<ul style="list-style-type: none"> <li>• Close welding curtain to shield outsiders from flashing.</li> </ul>
Radiant heat	<ul style="list-style-type: none"> <li>• Wear welding jacket, apron, gloves, work shoes.</li> </ul>
Inhalation of fumes	<ul style="list-style-type: none"> <li>• Use exhaust fan (where applicable); weld in a well ventilated area.</li> <li>• Wear welding hood.</li> </ul>
Flashing, sparks, slag splatter to welder	<ul style="list-style-type: none"> <li>• Wear welding jacket, apron, gloves, work shoes.</li> <li>• Wear clear polycarbonate safety glasses with side shields and face shield.</li> </ul>
Eye damage to welder	<ul style="list-style-type: none"> <li>• Wear clear polycarbonate safety glasses with side shields and face shield.</li> <li>• Wear ANSI-compliant welding helmet with auto darkening lenses which allow welders to keep their helmets down at all times, preventing the neck strain that can come from trying to flip down a face shield when striking the arc. Helmets also can reduce the need for wearing secondary safety lenses under the shield.</li> </ul>
Pinch to fingers	<ul style="list-style-type: none"> <li>• Keep fingers away from pinch points.</li> </ul>
Burn to hands or fingers	<ul style="list-style-type: none"> <li>• Wear leather gloves.</li> <li>• Chalk mark welded area "Hot".</li> </ul>
Eye damage by flying debris from hammer strikes	<ul style="list-style-type: none"> <li>• Wear clear polycarbonate safety glasses with side shields.</li> </ul>
Injuring fingers with hammer	<ul style="list-style-type: none"> <li>• Use caution to avoid striking fingers or hands with hammer.</li> </ul>
Electrical hazards	<ul style="list-style-type: none"> <li>• Inspect the arc welder before starting any operation.</li> <li>• Look for frayed welding leads and any damage to the welder.</li> <li>• Ground the welder case so that if a problem develops inside the welder a fuse will blow, disconnecting the power and letting you know that repair is required.</li> <li>• Use mats of plywood, rubber or some other dry insulation to stand or lie upon.</li> <li>• Insulate your body from the metal you are welding.</li> <li>• Do not rest your body, arms, or legs on the work piece (the metal being welded), especially if your clothing is wet or bare skin is exposed.</li> <li>• Do not touch the electrode or metal parts of the electrode holder with skin or wet clothing.</li> <li>• Wear dry gloves in good condition when welding.</li> </ul>
Tripping	<ul style="list-style-type: none"> <li>• Take care to keep wire untangled and free from under feet.</li> </ul>

**Task: Brazing/Welding/Cutting**

HAZARDS	CONTROLS
Flashing, sparks, slag splatter to passerby's, and welder	<ul style="list-style-type: none"> <li>• Close welding curtain to shield outsiders from flashing</li> </ul>
Fire	<ul style="list-style-type: none"> <li>• Remove all combustible materials from the work area.</li> <li>• Request and receive a NGS issued hot work permit and follow requirements listed. A Fire Watch as required by the Permit.</li> <li>• All personnel engaged in welding or cutting job tasks shall wear all industry recognized PPE to protect from burns either to the skin or the eyes. All workers assigned to the job will review the hot work permit.</li> <li>• A 20 pound Type ABC fire extinguisher shall be readily accessible and immediately available when any open flame work is performed.</li> <li>• Combustibles and flammables must be kept clear of the open flame work area.</li> <li>• Fire watches shall be trained and competent in the use of fire suppression equipment. Fire extinguishers must be checked monthly. Fire watches must have the means and know to call the Clovis Fire Department in case of an emergency. Fire watches are to remain 30 minutes after completion of open flame work is stopped.</li> <li>• Store oxygen and acetylene cylinders in a secured in an upright position with caps in place with a minimum of 20 feet separation or separated by a noncombustible barrier at least 5 feet high having a fire resistance rating of one half hour except when in an approved cart ready for use. Proper signage regarding "No Smoking" or "Ignition Sources" must be posted.</li> <li>• Smoking is only allowed in designated smoking areas.</li> <li>• Butane (e.g., Bic) lighters are not allowed to be carried by contractor employees engaged in welding or torch cutting/brazing or soldering operations.</li> <li>• All torch set cylinders must have the valves closed and the system de-pressured before going to breaks or lunch.</li> </ul>
Flashing, sparks, slag splatter welder	<ul style="list-style-type: none"> <li>• Wear welding jacket, apron, gloves, work shoes.</li> <li>• Wear clear polycarbonate safety glasses with side shields and face shield.</li> </ul>
Burn to hands or fingers	<ul style="list-style-type: none"> <li>• Wear leather gloves.</li> <li>• All oxygen/acetylene set-ups must be equipped with flash back arrestors or check valves.</li> </ul>
Slag splatter	<ul style="list-style-type: none"> <li>• Wear welding jacket, apron, gloves, work shoes.</li> </ul>
Tripping	<ul style="list-style-type: none"> <li>• Take care to keep wire untangled and free from under feet.</li> </ul>
Pinch to fingers	<ul style="list-style-type: none"> <li>• Keep fingers away from pinch points.</li> </ul>
Inhalation of fumes	<ul style="list-style-type: none"> <li>• Use exhaust fan (where applicable); weld in a well ventilated area.</li> <li>• Wear welding hood.</li> </ul>

**Task: Excavation Activities**

HAZARDS	CONTROLS
Risk of Injury to bystanders	<ul style="list-style-type: none"> <li>• Work area should be delineated off from Un-Authorized personnel &amp; signs posted.</li> <li>• All personnel must use caution when working around excavation equipment and open excavations.</li> <li>• Assigned PPE (e.g., safety eye wear, ear plugs, etc.) shall be worn by adjacent personnel, as required by their proximity to the work task.</li> </ul>
Risk of hitting underground utilities	<ul style="list-style-type: none"> <li>• Review all area underground utility drawings with JPL construction administrator.</li> <li>• Have the area of excavation surveyed with a ground penetrating radar and Electro-magnetic RF instrument prior to the commencement of digging.</li> <li>• Obtain an Excavation Permit from JPL prior to the commencement of any digging activities (exception hand digging, &lt;12”).</li> <li>• Use hand excavation techniques around all known utilities.</li> <li>• Ensure all areas to be excavated has been cleared of potential utilities.</li> </ul>
Inhalation hazards from dust from excavation activities	<ul style="list-style-type: none"> <li>• Wear appropriate PPE to protect from dust. This is usually a half-face air-purifying respirator with dust cartridges.</li> </ul>
Risk of exposure to physical hazards from moving machinery	<ul style="list-style-type: none"> <li>• Personnel on the ground should keep away from the work area and backhoe unless they are required for the task.</li> <li>• Do not approach heavy equipment without eye contact/acknowledgement from backhoe operator.</li> <li>• Use standard hand signals when noise levels inhibit auditory communication.</li> <li>• Ensure that all heavy machinery have audible back-up signals.</li> <li>• NEVER work alone when operating heavy machinery.</li> <li>• Avoid moving parts of machinery. Keep fingers, hands, and arms away from backhoe bucket and other pinch points.</li> <li>• Wear leather gloves when using hands for activities other than sampling, hard hat, safety glasses, and steel-toed boots.</li> </ul>
Noise	<ul style="list-style-type: none"> <li>• Wear ANSI approved safety ear plugs or muffs when working close enough to backhoe that you have to speak louder than your normal voice to someone standing next to you.</li> </ul>
Cave in	<ul style="list-style-type: none"> <li>• Ensure all activities are supervised by a trained and appointed competent person.</li> <li>• Ensure excavation is properly sloped or shoring is used if employees are to enter.</li> </ul>

**Task: Masonry Work**

HAZARDS	CONTROLS
Tripping on scraps and debris	<ul style="list-style-type: none"> <li>• Properly store all materials in work area.</li> <li>• Perform clean-up and housekeeping duties a minimum of once per day to remove all scraps and debris for the work area.</li> <li>• Remove all nails from form work immediately after stripping forms.</li> </ul>
Exposure to particulates, concrete, and grout.	<ul style="list-style-type: none"> <li>• Review Safety Data Sheets (SDS's) for all chemicals being used and use the following PPE: _____</li> </ul>
Exposure to silica	<ul style="list-style-type: none"> <li>• Employees shall wear hard hats, high impact safety glasses, heavy duty gloves, and ear plugs. If any visible dust is present, an appropriate respirator as determined by an exposure analysis will be required.</li> <li>• Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Develop written exposure control plan per OSHA <a href="#">Title 8 section 1532.3</a> that contains the following elements:               <ul style="list-style-type: none"> <li>- A description of the tasks in the workplace that involve exposure to respirable crystalline silica.</li> <li>- A description of the engineering controls, work, practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task.</li> <li>- A description of the housekeeping measures used to limit employee exposure.</li> <li>- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by others.</li> <li>- Designate a competent person.</li> </ul> </li> <li>• Follow Table 1 - Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica as listed in OSHA <a href="#">Title 8 section 1532.3</a></li> <li>• Train all employees with potential exposure to silica, in the exposure control plan contents, and in the following topics: Health hazards associated with exposure to respirable silica; Specific tasks that could result in exposure; Specific control measures including engineering, work practices and respirators and; contents of the standard. Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Alert other trades working downwind from the operation and, if possible, try to complete your operation when it will impact as few workers as possible.</li> <li>• Half face respirators are required.</li> <li>• Respirator Program with medical evaluation &amp; fit test shall be in place for all personnel performing this operation and assigned a respirator to use.</li> </ul>
Pedestrian or vehicular traffic in work area.	<ul style="list-style-type: none"> <li>• Provide spotters and signal persons where necessary to control traffic and back-up concrete trucks during pours.</li> </ul>

**Task: HVAC Work**

HAZARDS	CONTROLS
Trip or fall hazards	<ul style="list-style-type: none"> <li>• Employ daily housekeeping activities.</li> </ul>
Possible back injury	<ul style="list-style-type: none"> <li>• Use proper body mechanics in lifting and moving objects to avoid injury. Ask for assistance when needed.</li> </ul>
Lifting strain	<ul style="list-style-type: none"> <li>• Use proper lifting techniques; Ergonomic training; use dolly/cart.</li> </ul>
Passerby's struck by falling objects	<ul style="list-style-type: none"> <li>• Be aware of people in and around work site and proceed cautiously.</li> <li>• Rope off area with caution tape.</li> <li>• Use second person to keep work area clear of people.</li> </ul>
Potential electric shock	<ul style="list-style-type: none"> <li>• Ensure all tools are properly grounded.</li> <li>• Avoid working around electrical equipment or outlets.</li> <li>• Ensure insulation on electrical cord is unbroken.</li> <li>• Shut-off and lockout-tag out electricity if possible; call in electrician for electrical repair/connection.</li> </ul>
Cuts, crush, pinch, etc. during operation and/or maintenance of powered equipment (electrical, pneumatic, hydraulic, etc.)	<ul style="list-style-type: none"> <li>• Keep protective guards in place</li> <li>• Disconnect from power source before servicing</li> <li>• Use lockout-tag out; use appropriate PPE (e.g., gloves).</li> </ul>
Burns and other injuries from welding/propane torch/steam/hot water pipes	<ul style="list-style-type: none"> <li>• Complete JPL Hot Work Permit before starting work.</li> <li>• Only use trained employees to weld, braze.</li> <li>• Wear assigned PPE (e.g. leather gloves, apron, long sleeves, safety glasses and appropriately shaded mask where applicable).</li> <li>• Cut/weld only in well ventilated areas.</li> </ul>
Falls from ladders	<ul style="list-style-type: none"> <li>• Select proper ladder.</li> <li>• Do not use light household ladder for a heavy construction job.</li> <li>• Do not exceed the duty rating of the ladder.</li> <li>• Maintain 4:1 slope ratio with straight ladders</li> <li>• Inspect ladder before use.</li> <li>• Use 3 point contact while climbing</li> <li>• Extend ladder 36" if climbing onto another surface.</li> <li>• Do not use: top step of stepladder and top 3 rungs of straight ladder.</li> <li>• Secure all extension ladders from movement.</li> <li>• Ensure ladder is not placed on a loose object or on uneven footing.</li> <li>• To prevent slipping, equip the ladder with non-slip points or safety shoes, if practical. If not, secure the ladder firmly by lashing it with rope or by other means.</li> <li>• Do not lean a ladder against a moveable object or against windows.</li> <li>• Fasten a board securely across the top of the ladder to give a bearing on each side of the window.</li> <li>• See that a helper stands guard in dangerous circumstances, as when a ladder is in front of a door. If there is a danger of a person or vehicle bumping into the ladder, have a helper stand guard or rope off the space with caution tape around the ladder.</li> <li>• Remove any oil or grease from shoes before using the ladder.</li> <li>• Do not over reach and do not push or pull if it will cause the ladder to move. If you are far away from something you have to reach, take time to move the ladder closer.</li> <li>• Do not straddle the space between the ladder and another object.</li> </ul>

### Task: Pipe Cutting (Using a Pipe Threader)

HAZARDS	CONTROLS
Skin or eye injury from adding/replacing cutting oil	<ul style="list-style-type: none"> <li>Review Safety Data Sheets (SDS) prior to performing the task.</li> <li>Wear nitrile gloves, and safety glasses.</li> </ul>
Muscle strain while handling pipe	<ul style="list-style-type: none"> <li>Use buddy system and/or safe lifting techniques.</li> </ul>
Foot or leg injuries from dropping the cut piece of pipe	<ul style="list-style-type: none"> <li>Wear safety shoes.</li> </ul>
Hand injury setting the cutter; clamping the pipe	<ul style="list-style-type: none"> <li>Wear leather gloves or similar protection.</li> </ul>
Hand injury/muscle strain while sliding pipe through pipe threader	<ul style="list-style-type: none"> <li>Wear leather gloves or similar protection.</li> <li>Position pipe without reaching over the threader.</li> </ul>
Injuries due to catching the clothing	<ul style="list-style-type: none"> <li>Don't wear loose clothing while operating the threader/cutter.</li> <li>Keep your gloved hands away from the pipe.</li> </ul>
Skin or eye injury from the cutting oil being delivered to the pipe	<ul style="list-style-type: none"> <li>Review Safety Data Sheets (SDS) prior to performing the task.</li> <li>Wear nitrile gloves, safety glasses, and face shield.</li> </ul>
Hand injuries from removing pipe from the threader	<ul style="list-style-type: none"> <li>Remove foot from the safety switch, flip the switch off, and ensure the pipe has stopped rotating.</li> <li>Remove foot from the safety switch, flip the switch off, and ensure the pipe has stopped rotating.</li> <li>Wear leather gloves or similar protection.</li> </ul>

### Task: Working in Roads and Parking Lots

HAZARDS	CONTROLS
Possible pedestrian or vehicle traffic in work area	<ul style="list-style-type: none"> <li>Secure work area to keep unauthorized personnel out of work area.</li> <li>Schedule work in such a manner to limit exposure to people and property.</li> </ul>
Struck by Vehicles	<ul style="list-style-type: none"> <li>Signs shall be used to slow/control vehicular traffic.</li> <li>Signal/traffic/flagman personnel will wear reflective vests.</li> <li>Flaggers will be trained and comply with CALOSHA Title 8 Section 1599, in the fundamentals of flagging moving traffic before being assigned as flaggers. Training requirements will be consistent with the California Manual on Uniform Traffic Control Devices, Chapter 6 and will be provided by a person with the qualifications and experience necessary to effectively instruct employees and will be available onsite.</li> <li>Only trained and authorized employees will work in the roadway.</li> </ul>

### Task: Roof Replacement

HAZARDS	CONTROLS
Falls from rooftop	<ul style="list-style-type: none"> <li>Wear hard hat and fall protection as required.</li> <li>Develop site specific fall protection plan, per JPL Form 2885.</li> <li>All employees have been training in the use, limitations and inspections of personal fall arrest equipment, fall restraint techniques, and the use of warning line systems.</li> </ul>

**Task: Working in a Confined Space**

HAZARDS	CONTROLS
Slips, trips, falls	<ul style="list-style-type: none"> <li>• Ensure adequate illumination.</li> <li>• Keep housekeeping clean.</li> <li>• Wear lace up safety shoes at all times.</li> <li>• Watch where you are walking.</li> <li>• Do not run or rush.</li> <li>• Fall protection will be provided as necessary.</li> </ul>
Confined space, entrapment, oxygen deficiency, toxic & explosive atmospheres, and asphyxiation uncontrolled energized equipment	<ul style="list-style-type: none"> <li>• Prepare written operating procedures &amp; train employees.</li> <li>• Use Confined Space Entry Permit.</li> <li>• Follow NGS procedures for entering confined spaces per NGS Form 2885.</li> <li>• Lines containing hazardous substances must be disconnected, blinded, or blocked. Apply lockout/tag out controls as appropriate.</li> <li>• Utilities that may discharge into the area will be locked out/ blocked out.</li> <li>• The air must be tested for dangerous contamination or oxygen deficiency. The test will be for: Carbon Monoxide, Lower Explosive Limit, Hydrogen Sulfide and Oxygen Level.</li> <li>• Ventilation is required if testing reveals any hazard.</li> <li>• Confined spaces where dangerous air contamination exists require Half mask respirator with chemical filter required; Provision made for feasible entry and exit; One standby employee (with respirator) trained in first aid and CPR, plus one additional employee within sight or call; and an effective means of communication between the employee in the confined space and the standby employee.</li> <li>• Ongoing surveillance of the surrounding area to avoid hazards such as vapors drifting from nearby tanks, piping and sewers shall also be required.</li> <li>• A rescue/retrieval system will be used ingress/ egress is not easily available.</li> </ul>
Fire	<ul style="list-style-type: none"> <li>• A fire extinguisher will be available if flammable materials are present.</li> </ul>

**Task: Painting**

HAZARDS	CONTROLS
Inhalation of paint, lung damage	<ul style="list-style-type: none"> <li>• Paint in well ventilated areas.</li> <li>• Wear a respirator when in areas with limited ventilation.</li> <li>• Review Safety Data Sheet (SDS).</li> </ul>
Skin irritation	<ul style="list-style-type: none"> <li>• Wear long-sleeved, loose fitting clothing covering exposed skin.</li> <li>• Wear gloves that are impervious to paint and thinners.</li> <li>• Wash exposed areas thoroughly with soap and water after handling.</li> <li>• Do not wash skin or hands with paint thinner or lacquer thinner, use hand cleaner.</li> </ul>
Eye irritation	<ul style="list-style-type: none"> <li>• Wear goggles that seal eyes from paint.</li> </ul>
Fall from ladder or scaffold	<ul style="list-style-type: none"> <li>• Receive ladder and mobile scaffold user training prior to use.</li> <li>• Inspect ladders and scaffolds for defects prior to use.</li> <li>• Following manufacturer's instructions for ladder and scaffold use.</li> <li>• Do not overreach when working off a ladder or scaffold.</li> </ul>

**Task: Demolition**

HAZARDS	CONTROLS
Asbestos and Lead	<ul style="list-style-type: none"> <li>• Asbestos and lead reports will be reviewed and all hazardous materials will be identified prior to the start of any demolition work.</li> <li>• Asbestos and lead work plans will be submitted detailing work procedures, controls, and PPE for all work which may disturb asbestos and lead containing materials.</li> </ul>
Fire	<ul style="list-style-type: none"> <li>• All utilities shall be located, shut off, capped, or otherwise controlled.</li> <li>• Fire extinguishers shall be available on site and Emergency Services numbers shall be posted.</li> </ul>
Contact with energized utilities	<ul style="list-style-type: none"> <li>• Review demo plan with NGS and verify all utilities have been de-energized prior to any demolition work.</li> <li>• Follow Lockout/Tag out (LOTO) procedures as described in NGS Form 2885 and company LOTO program (include as an Attachment).</li> </ul>
Cutting/Welding Operations	<ul style="list-style-type: none"> <li>• A JPL Hot Work Permit will be completed prior to starting any hot work.</li> <li>• During welding/cutting operations, proper welding gloves and a full-face, and UV-ray protective shield shall be worn to prevent injuries to the operator.</li> <li>• When practical, the object to be welded, cut, or heated will be moved to a designated safe location away from flammable liquids and other combustibles. If the object cannot be moved, positive means will be taken to confine the heat, sparks, and slag.</li> <li>• A 20 lb., ABC dry chemical extinguisher (or equivalent) will be immediately available in the work area and must be maintained in a state of readiness for instant use.</li> <li>• Garbage and trash shall not be allowed to accumulate on the premises, as it may be ignited by the sparks or slag.</li> <li>• When welding is being performed on a higher level where there is an exposure to workers below, the area directly below the welding shall be cleared and marked as a "Do Not Enter Zone", to protect any workers passing underneath from being hit by sparks or slag.</li> <li>• A fire watch shall be maintained at least 30 minutes after the hot work is completed.</li> <li>• Welding/cutting operations shall be performed by trained, certified workers.</li> </ul>
Eye injury from projectiles	<ul style="list-style-type: none"> <li>• All workers performing demolition activities will wear safety glasses and face shield as required.</li> </ul>
Cuts, scraps, and punctures	<ul style="list-style-type: none"> <li>• All workers will wear leather glove protection and appropriate clothing during demolition activities.</li> </ul>
Inhalation of dust.	<ul style="list-style-type: none"> <li>• Water will be used to minimize dust generation.</li> <li>• All workers will wear an air purifying respirator (list type) or dust mask as necessary during demolition.</li> </ul>
Exposure to silica dust	<ul style="list-style-type: none"> <li>• Employees shall wear hard hats, high impact safety glasses, heavy duty gloves, and ear plugs. If any visible dust is present, an appropriate respirator as determined by an exposure analysis will be required.</li> <li>• Where respirators are required, employees will complete a medical evaluation &amp; be fit tested to the specific respirator assigned.</li> <li>• Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> </ul>



	<ul style="list-style-type: none"> <li>• Develop written exposure control plan per OSHA <a href="#">Title 8 section 1532.3</a> that contains the following elements: <ul style="list-style-type: none"> <li>- A description of the tasks in the workplace that involve exposure to respirable crystalline silica.</li> <li>- A description of the engineering controls, work, practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task.</li> <li>- A description of the housekeeping measures used to limit employee exposure.</li> <li>- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by others.</li> <li>- Designate a competent person.</li> </ul> </li> <li>• Follow Table 1 - Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica as listed in OSHA <a href="#">Title 8 section 1532.3</a></li> <li>• Train all employees with potential exposure to silica, in the exposure control plan contents, and in the following topics: Health hazards associated with exposure to respirable silica; Specific tasks that could result in exposure; Specific control measures including engineering, work practices and respirators and; contents of the standard. Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Alert other trades working downwind from the operation and, if possible, try to complete your operation when it will impact as few workers as possible.</li> </ul>
Collapse of structure	<ul style="list-style-type: none"> <li>• The Competent Person shall survey the integrity of the structure prior to the start of demolition operations.</li> <li>• All required permits shall be obtained.</li> <li>• Prior to the start of the demolition, abatement of all asbestos or lead, by a licensed removal company, will be completed.</li> <li>• Proceed with demolition in a systematic manner, working from the top of the structure downwards.</li> <li>• Any worker signaling the operator shall be in plain sight of the operator at all times.</li> <li>• All workers shall remain at least 8-10 feet from the equipment used to perform the demolition. Only workers necessary to the operation shall be permitted in the work zone during this operation.</li> <li>• Barrels and caution tape will be used to demarcate the demolition zone.</li> <li>• Debris removal will not begin until the removal can be safely performed without exposure to structural collapse or falling debris.</li> <li>• Structural framing members shall not be removed until all stories above them have been demolished and removed.</li> <li>• Workers shall be instructed to possess heightened awareness of their surroundings during the demolition and removal of debris.</li> </ul>

## Task: Paving

HAZARDS	CONTROLS
Slips, trips, falls	<ul style="list-style-type: none"> <li>• Keep housekeeping clean.</li> <li>• Wear lace up safety shoes at all times.</li> <li>• Watch where you are walking.</li> <li>• Do not run or rush.</li> <li>• Ensure pits are covered.</li> </ul>
Heat stress	<ul style="list-style-type: none"> <li>• Train employees in company heat stress procedures.</li> <li>• Keep supplies of clean cool water within work area.</li> <li>• Drink at least two glasses of water every hour particularly in hot weather.</li> <li>• Rotate staff if able or ensure adequate breaks.</li> <li>• Take preventative cool-down rest in the shade to protect from overheating.</li> <li>• Take adequate breaks per OSHA Title 8 §3395. Heat Illness Prevention.</li> </ul>
Working with hot mix/asphalt	<ul style="list-style-type: none"> <li>• Long sleeved clothing, protective footwear.</li> <li>• Handle hot mix with shovel or mechanical aid.</li> <li>• No direct contact. If need to touch hot mix, wear protective gloves.</li> <li>• Wear thermal protective gloves as required.</li> </ul>
Manual handling asphalt	<ul style="list-style-type: none"> <li>• Use skid steer loader to pick up and spread asphalt when possible.</li> <li>• Ensure shovels and rakes are in good condition before use.</li> <li>• Warm up and stretch muscles prior to work.</li> <li>• Place feet apart and assure adequate footing.</li> <li>• Use legs to drive shovel into mix.</li> <li>• Bend your legs, keep your back straight.</li> <li>• Hold shovel close to body.</li> <li>• Shift feet with load, do not twist body.</li> <li>• Do not overload the shovel beyond your physical capacity.</li> <li>• Keep shovel and rake lubricated with release agent.</li> <li>• Use shovel to spread large amounts of asphalt prior to raking; do no push large amounts of asphalt with rake.</li> </ul>
Fumes	<ul style="list-style-type: none"> <li>• Ensure mix is at the specified temperature to avoid excessive fuming.</li> <li>• Do not use excessive release agent in hopper or in truck bodies.</li> <li>• Wear supplied P2 N95 respirators as required.</li> </ul>
Moving parts / entanglement – paver	<ul style="list-style-type: none"> <li>• Do not clear hopper with shovel while slat conveyor is operational.</li> <li>• Do not raise or lower hopper wings without first checking for the presence of workers.</li> <li>• Stay clear of augers.</li> <li>• Spotter required to watch for vehicle movement whilst crew member cleans front of paver.</li> <li>• Wear thermal protective gloves as required.</li> </ul>
Roller traffic (when heating joints)	<ul style="list-style-type: none"> <li>• Carry out with two people wherever possible.</li> <li>• Wear reflective vest.</li> <li>• Heat from side of roller wherever possible.</li> <li>• Roller to maintain a min 1.5 m clearance.</li> <li>• Roller to travel no quicker than ground personnel.</li> <li>• Roller to stop when directed or if contact lost with ground personnel.</li> </ul>
Burns from hot tools, paver or other hot surfaces	<ul style="list-style-type: none"> <li>• Do not touch any part of the paver which may be hot.</li> <li>• Wear thermal protective gloves if contact with hot tools or paver surface is necessary.</li> </ul>

Burns, fire from gas torch (used to heat joints)	<ul style="list-style-type: none"> <li>• Complete NGS Hot Work Permit.</li> <li>• Ensure regulator and hose connections are sound and well maintained.</li> <li>• Point gas torch away from personnel when lighting and when alight.</li> <li>• Do not leave torch unattended when gas torch is alight.</li> <li>• Have a monthly inspected and annually serviced fully charged fire extinguisher in the immediate work area.</li> <li>• Crew members must be familiar with location of nearest extinguishers and trained in its use.</li> <li>• Maintain fire watch for 30 minutes after torch activities.</li> </ul>
Struck by machinery	<ul style="list-style-type: none"> <li>• Wear high visibility vest.</li> <li>• Check for oncoming vehicles or plant prior to moving.</li> <li>• Remain alert to vehicle and plant movements around you.</li> <li>• Do not walk behind reversing plant.</li> <li>• Remain clear of paver and trucks if your presence is not required.</li> <li>• Do not walk between reversing trucks and the paver.</li> <li>• Remain in operator's view.</li> <li>• Do not rely on operators to see you, remain vigilant.</li> <li>• Do not use mobile phone.</li> </ul>

**Task: Lifting / Crane Use**

HAZARDS	CONTROLS
Possible pedestrian or vehicle traffic in work area	<ul style="list-style-type: none"> <li>• Secure work area as appropriate to keep unauthorized personnel out of the lifting zone.</li> <li>• Position crane and delivery truck in such a manner to limit exposure to people and property.</li> </ul>
Crane or rigging failure	<ul style="list-style-type: none"> <li>• Submit NGS lift plan with crane ratings, load charts, rigging diagrams, crane certifications, and operator certification.</li> <li>• Review all crane and rigging safety requirements prior to lift.</li> <li>• Verify weight of items to be lifted and distance from center pin of crane.</li> <li>• Daily inspections of the crane will be performed and documented.</li> </ul>
Workers struck by load	<ul style="list-style-type: none"> <li>• Only workers trained and authorized to perform rigging and signal activities will be involved in the lift.</li> <li>• Signal person wear a high visibility vest and remain in visual or radio contact with crane operator at all times.</li> <li>• Wear hard hat.</li> </ul>

**Task: Concrete / Form Work**

HAZARDS	CONTROLS
Pedestrian or vehicular traffic in work area	<ul style="list-style-type: none"> <li>• Provide spotters and signal persons where necessary to control traffic and back-up concrete trucks during pours.</li> </ul>
Worker impalement on rebar	<ul style="list-style-type: none"> <li>• Steel plated rebar caps will be placed on all vertical and horizontal rebar.</li> </ul>
Strains, sprains, cuts and lacerations from installing rebar and forms	<ul style="list-style-type: none"> <li>• Use leather gloves when handling rebar and tie-wire.</li> <li>• Use legs to lift, do not bend at the waist, team lift if needed</li> <li>• Use proper hand placement on rebar to avoid pinching when installing rebar.</li> </ul>
Struck-by/Crushed by Forms being placed	<ul style="list-style-type: none"> <li>• Maintain eye contact with crane operator.</li> <li>• Use tag lines to control form movement and placement.</li> </ul>
Struck-by/Crushed by concrete truck	<ul style="list-style-type: none"> <li>• Setup safe access and barricade for concrete trucks.</li> <li>• Use a spotter for concrete trucks.</li> <li>• Wear high visibility reflective vests.</li> <li>• Use chute man to swing concrete chute back &amp; forth &amp; signal concrete truck driver. Chute man needs to commute with rest of crew when moving chutes or repositioning truck.</li> </ul>
Slips, trips, falls when placing concrete	<ul style="list-style-type: none"> <li>• Inspect work area, move material that may cause trips.</li> <li>• Use mesh over rebar to cover holes produced by rebar. Exposed mesh will be trip hazards until concrete placed. Keep mesh ends tied down.</li> </ul>
Tripping on scraps and debris	<ul style="list-style-type: none"> <li>• Inspect work area, move material that may cause trips prior to working.</li> <li>• Properly store all materials in work area.</li> <li>• Perform clean-up and housekeeping duties a minimum of once per day to remove all scraps and debris for the work area.</li> <li>• Remove all nails from form work immediately after stripping forms.</li> </ul>
Chemical burns from concrete	<ul style="list-style-type: none"> <li>• Use rubber gloves, safety glasses/face shields and wash off splattered concrete ASAP with fresh water or neutralizing solution.</li> </ul>
Exposure to Silica (if applicable)	<ul style="list-style-type: none"> <li>• Employees shall wear hard hats, safety glasses, heavy duty gloves, and ear plugs. If any visible dust is present, an appropriate respirator as determined by an exposure analysis will be required.</li> <li>• Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Develop written exposure control plan per OSHA <a href="#">Title 8 section 1532.3</a> that contains the following elements: <ul style="list-style-type: none"> <li>- A description of the tasks in the workplace that involve exposure to respirable crystalline silica.</li> <li>- A description of the engineering controls, work, practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task.</li> <li>- A description of the housekeeping measures used to limit employee exposure.</li> <li>- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by others.</li> <li>- Designate a competent person.</li> </ul> </li> <li>• Follow Table 1 - Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica as listed in OSHA <a href="#">Title 8 section 1532.3</a></li> </ul>

	<ul style="list-style-type: none"> <li>• Train all employees with potential exposure to silica, in the exposure control plan contents, and in the following topics: Health hazards associated with exposure to respirable silica; Specific tasks that could result in exposure; Specific control measures including engineering, work practices and respirators and; contents of the standard. Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Alert other trades working downwind from your operation and, if possible, try to complete your operation when it will impact as few workers as possible.</li> </ul>
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**Task: Concrete Cutting/Coring**

HAZARDS	CONTROLS
Risk of Injury to bystanders	<ul style="list-style-type: none"> <li>• Work area should be delineated off from un-authorized personnel &amp; signs posted.</li> <li>• All personnel must use caution when in or around saw cutting areas</li> <li>• Assigned PPE (e.g., safety eye wear, ear plugs, etc.) shall be worn by adjacent personnel, as required by their proximity to the work task.</li> </ul>
Risk of hitting underground utilities	<ul style="list-style-type: none"> <li>• Complete a NGS Excavation Permit.</li> <li>• Ensure all areas to be cut, cored or drilled have been scanned.</li> </ul>
Risks of injury from improper set up or operation	<ul style="list-style-type: none"> <li>• All operators of this equipment shall be trained on that piece of equipment.</li> <li>• All connections, mountings, guards &amp; controls on the equipment must be inspected prior to use.</li> <li>• All required guards shall be in place.</li> <li>• Inspect and test saw prior to use.</li> <li>• Make sure all manufacturer's protective devices (guards) are in place and operational.</li> <li>• Electric saws should be approved, double-insulated. If not, they should be properly grounded and plugged into a GFCI-protected outlet.</li> <li>• Blade shall be inspected for damage.</li> <li>• Ensure there has been an approved NGS Excavation/Penetration Permit briefing &amp; permit is signed &amp; on site.</li> <li>• The saw operator should use any auxiliary handles that are on the saw to maintain control.</li> <li>• Operator must wear proper PPE. (Face shield, safety glasses &amp; hearing protection minimum).</li> </ul>
Risk of exposure to noise and other physical hazards	<ul style="list-style-type: none"> <li>• User shall wear safety glasses, a face shield, heavy duty gloves, and ear plugs.</li> </ul>
Risk of exposure to silica based products	<ul style="list-style-type: none"> <li>• Employees shall wear hard hats, high impact safety glasses, heavy duty gloves, and ear plugs. If any visible dust is present, an appropriate respirator as determined by an exposure analysis will be required.</li> <li>• Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Develop written exposure control plan per OSHA <a href="#">Title 8 section 1532.3</a> that contains the following elements: <ul style="list-style-type: none"> <li>- A description of the tasks in the workplace that involve exposure to respirable crystalline silica.</li> <li>- A description of the engineering controls, work, practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- A description of the housekeeping measures used to limit employee exposure.</li> <li>- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by others.</li> <li>- Designate a competent person.</li> <li>• Follow Table 1 - Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica as listed in OSHA <a href="#">Title 8 section 1532.3</a></li> <li>• Train all employees with potential exposure to silica, in the exposure control plan contents, and in the following topics: Health hazards associated with exposure to respirable silica; Specific tasks that could result in exposure; Specific control measures including engineering, work practices and respirators and; contents of the standard. Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Alert other trades working downwind from your operation and, if possible, try to complete your operation when it will impact as few workers as possible.</li> <li>• Use dust-free power tools that are equipped with a vacuum.</li> <li>• Use watering to keep down the dust, and have dust masks available for workers who might request them.</li> <li>• Alert other trades working downwind from your operation and, if possible, try to complete your operation when it will impact as few workers as possible.</li> <li>• Half face respirators are required for cutting and/or core drilling into concrete.</li> <li>• Respirator Program with medical evaluation &amp; fit test shall be in place for all personnel performing this operation and assigned a respirator to use.</li> </ul>
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**Task: Work from Unbarricaded Elevations 6 feet or Greater**

- When there is a potential fall of 6 feet or more, a detailed fall protection plan will be submitted as part of the Site Specific Safety Plan.

**Task: Asbestos Related Work**

- A detailed asbestos related work plan will be submitted as part of the Site Specific Safety Plan.

**Task: Lead Related Work**

- A detailed Lead related work plan will be submitted as part of the Site Specific Safety Plan.

**Section 10.0 – Personnel Acknowledgement**

By signing below, the undersigned acknowledges that he/she has read and reviewed the SSSP. The undersigned also acknowledges that he/she has been instructed in the contents of this document and understands the information pertaining to the specified work, and will comply with the provisions contained therein.

Personnel Acknowledgement			
Print Name	Signature	Company	Date

**Sample Blank JHA- Any completed task hazard assessment for tasks not identified in the initial SSSP submittal shall be submitted for NGS review prior to start of the work.**

<b>LOCATION</b>		<b>HAZARD ANALYSIS COMPLETED BY:</b>			<b>DATE:</b>
<b>WORK ACTIVITY (Description/Location):</b>					
<b>EMPLOYEE</b>		<b>POSITION</b>	<b>EMPLOYEE</b>		<b>POSITION</b>
<b>REQUIRED PERSONAL PROTECTIVE EQUIPMENT (Erase what does not apply)</b>					
Gloves Hard Hat Safety Boots	Safety Glasses Reflective Vest Hearing Protection	Dust Mask Goggles Face Shield	Fall Protection Insulated tools Voltage rated Gloves	Arc rated Clothing HRC _____ Other:	
<b>JOB STEPS</b>		<b>POTENTIAL HAZARDS</b>	<b>CONTROLS</b>		
<b>AREA HAZARDS</b>			<b>ACTIONS TO MITIGATE HAZARDS</b>		

## ATTACHMENT B

### JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Act, Part 1926, Construction Safety and Health Regulations.

#### A. Safety Rules

- \_\_\_\_\_ Hard hats and safety glasses worn.
- \_\_\_\_\_ Shirts with sleeves worn.
- \_\_\_\_\_ Work shoes worn.
- \_\_\_\_\_ Subcontractors' personnel hold safety meetings as indicated by project requirements in accordance with OSHA Safety Standards.
- \_\_\_\_\_ Work areas safe and clean.
- \_\_\_\_\_ Safety mono-goggles/face shields worn when circumstances warrant.
- \_\_\_\_\_ Electrical cords and equipment properly grounded with GFI's in place and checked by \_\_\_\_\_ a competent person.
- \_\_\_\_\_ No use of alcoholic beverages or controlled substances.
- \_\_\_\_\_ Subcontractors provide fall protection for their employees in accordance with OSHA Safety Standards.
- \_\_\_\_\_ All scaffolds built to specifications as established by OSHA.
- \_\_\_\_\_ Excavation/trenches sloped or shored as established by OSHA.
- \_\_\_\_\_ Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

#### B. Recordkeeping

- \_\_\_\_\_ OSHA poster "Safety and Health Protection on the Job" posted.
- \_\_\_\_\_ OSHA " 200 Log or Occupational Injuries and Illnesses" posted during the month of February only.
- \_\_\_\_\_ Hard hat sign posted in a conspicuous manner.
- \_\_\_\_\_ Weekly safety meeting sign-in logs maintained in a folder with a copy forwarded to the main office weekly.

#### C. Housekeeping and Sanitation

- \_\_\_\_\_ General neatness.
- \_\_\_\_\_ Regular disposal of trash.
- \_\_\_\_\_ Passageways, driveways, and walkways clear.
- \_\_\_\_\_ Adequate lighting.
- \_\_\_\_\_ Oil and grease removed.
- \_\_\_\_\_ Waste containers provided and used.



- \_\_\_\_\_ Adequate supply of drinking water.
- \_\_\_\_\_ Sanitary facilities adequate and clean.
- \_\_\_\_\_ Adequate ventilation.

D. First Aid

- \_\_\_\_\_ First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.
- \_\_\_\_\_ Trained first aid personnel.
- \_\_\_\_\_ Injuries promptly and properly reported.

E. Personal Protective Equipment

- \_\_\_\_\_ Hard hats.
- \_\_\_\_\_ Hearing protection.
- \_\_\_\_\_ Eye and face protection.
- \_\_\_\_\_ Respiratory protection.
- \_\_\_\_\_ Fall protection.

F. Fire Protection

- \_\_\_\_\_ Fire extinguishers charged and identified.
- \_\_\_\_\_ No Smoking signs posted.
- \_\_\_\_\_ Flammable and combustible material storage area.
- \_\_\_\_\_ Fuel containers labeled.

G. Hand and Power Tools

- \_\_\_\_\_ Tools inspected.
- \_\_\_\_\_ Power tools properly guarded.
- \_\_\_\_\_ Safety guards in place.

H. Welding & Cutting

- \_\_\_\_\_ Compressed gas cylinders secured in vertical position.
- \_\_\_\_\_ Hoses inspected.
- \_\_\_\_\_ Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.
- \_\_\_\_\_ Caps on cylinders in storage in place.
- \_\_\_\_\_ Flash back arresters in place.
- \_\_\_\_\_ Welding screens in place.
- \_\_\_\_\_ Fuel and oxygen cylinders separated in storage.

I. Electrical

- \_\_\_\_\_ All portable tools and cords properly grounded [Ground Fault Interrupters (GFI=s) properly installed].
- \_\_\_\_\_ Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage.
- \_\_\_\_\_ Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GFI) to the proper terminal made every month and:
  1. Prior to first use.
  2. Prior to return to service after repairs.
  3. Prior to return to service after incident that may have caused damage to cord or equipment.
- \_\_\_\_\_ Cords and equipment not meeting requirements immediately tagged and removed from service until repairs have been made.

J. Ladders

- \_\_\_\_\_ Inspected at regular intervals.
- \_\_\_\_\_ No broken or missing rungs or steps.
- \_\_\_\_\_ No broken or split side rail.
- \_\_\_\_\_ Extend at least 36 inches above landing and be secured.
- \_\_\_\_\_ Side rails of 2 x 4 up to 16 feet, or 3 x 6 over 16 feet.

K. Scaffolding

- \_\_\_\_\_ Inspected at regular intervals.
- \_\_\_\_\_ Footings are a sound ridge and capable of carrying maximum intended load.
- \_\_\_\_\_ Tied into building vertically and horizontally at 14 foot intervals.
- \_\_\_\_\_ Properly cross-braced.
- \_\_\_\_\_ Proper guardrails and toe boards.
- \_\_\_\_\_ Scaffold planks capable of supporting at least four (4) times the maximum intended load.
- \_\_\_\_\_ No unstable objects such as concrete blocks, boxes, etc., used as scaffold foundations.
- \_\_\_\_\_ Use of OSHA Scaffold Tagging Program.

L. Guardrails, Handrails and Covers

- \_\_\_\_\_ Guardrails, handrails and covers installed wherever there is danger of employees or materials falling through floors, roofs or wall openings and shall be guarded on all exposed sides.
- \_\_\_\_\_ Posts at least 2 x 4 stock and spaced no more than eight (8) feet apart.
- \_\_\_\_\_ Top rail 42 inches above the floor and of 1 x 4 stock.
- \_\_\_\_\_ Intermediate rail 21 inches above the floor and of 1 x 4 stock.

- \_\_\_\_\_ Guardrail assemblies around floor openings equipped with toe boards. Toe boards at least four (4) inches above the floor level with no more than 1/4 inch clearance above the floor level, when there are employees below or when conditions dictate.
- \_\_\_\_\_ Hole covers permanently attached to the floor or structure and identified with a hole cover sign stenciled with the word "Danger". Hole covers for holes two (2) inches or greater in diameter made of at least 3/4 inch plywood or heavier.

M. Material Hoists

- \_\_\_\_\_ Inspected at regular intervals.
- \_\_\_\_\_ Operating rules posted at operators station.
- \_\_\_\_\_ "No Rider" signs prominently posted at all stations.
- \_\_\_\_\_ All entrances properly protected.
- \_\_\_\_\_ All entrance bars and gates painted with diagonal contrasting stripes.
- \_\_\_\_\_ Experienced operators.
- \_\_\_\_\_ Current crane certification inspection sticker and papers on the rig.

N. Motor Vehicles

- \_\_\_\_\_ Lights, brakes, tires, horn, etc., inspected at regular intervals.
- \_\_\_\_\_ No overloaded vehicles.
- \_\_\_\_\_ Trash trucks have covers.
- \_\_\_\_\_ No riding on the edge of pickup truck beds.
- \_\_\_\_\_ No riding on concrete trucks, loaders, backhoes, etc.
- \_\_\_\_\_ Functioning back-up alarms on loaders, tractors, backhoes, etc.
- \_\_\_\_\_ Fire extinguishers installed and readily available.
- \_\_\_\_\_ Seat belts worn at all times.

O. Material Storage and Handling

- \_\_\_\_\_ Material at least two (2) feet from edge of excavation site.
- \_\_\_\_\_ Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.
- \_\_\_\_\_ Inventory maintained and inspected frequently.
- \_\_\_\_\_ Proper protective gear worn when handling chemicals.

P. Concrete, Concrete Forms and Shoring

- \_\_\_\_\_ Full body harnesses as positioning devices for employees tying rebar greater than six (6) feet above adjacent working surface have
- \_\_\_\_\_ Automatic shut-off switches on trowel machines.
- \_\_\_\_\_ No riding on concrete buckets or flying forms.
- \_\_\_\_\_ All forms properly shored.
- \_\_\_\_\_ Single post shores braced horizontally.

Q. Use of Cranes and Derricks

\_\_\_\_\_ Prohibition of the use of cranes or derricks to hoist employees on a personal platform except in the situation where no safe alternative is possible.

## ATTACHMENT C

### SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly safety meeting. This form shall be filled out for each jobsite safety meeting that is held. After completion of the form, make a copy to maintain at each jobsite and return the signed original copy to the main office.

Safety Meeting Date: \_\_\_\_\_

Topic: \_\_\_\_\_

Safety Meeting Conducted

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

<b>Employee Name (printed)</b>	<b>Employee Signature</b>	<b>Job Title</b>

## ATTACHMENT D

### SAFETY EQUIPMENT CHECKLIST

The following is a list of Safety Equipment that should be on the job, if required, or available from the *Safety Manager* at all times. Equipment should be checked at intervals in accordance with the applicable OSHA Safety Standards by the Superintendent to ensure that all required equipment is present and in good condition.

- \_\_\_\_\_ Safety goggles, shields, and glasses.
- \_\_\_\_\_ Hearing protection.
- \_\_\_\_\_ Respirators.
- \_\_\_\_\_ Hard hats.
- \_\_\_\_\_ Fire extinguishers (properly charged).
- \_\_\_\_\_ First aid kit (check list inside kit).
- \_\_\_\_\_ Stretcher or stroke litter (tool room).
- \_\_\_\_\_ Welding masks and goggles.
- \_\_\_\_\_ Storage racks for compressed gases.
- \_\_\_\_\_ Guards on all power tools.
- \_\_\_\_\_ Trash barrels.
- \_\_\_\_\_ OSHA forms posted.
- \_\_\_\_\_ Company "Safety Policy" packet posted.
- \_\_\_\_\_ Company "Hazardous Communication Program" packet posted.
- \_\_\_\_\_ Emergency vehicle (vehicle designated to carry injured to hospital).

## EXHIBIT B

### SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
- (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
- (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: Nick Griego & Sons Construction, Inc. Telephone: 575-935-5400

Street Address: 1155 Kimberly Ln

County: Curry

City: Clovis

State & Zip: NM 88101

Is this firm a (please check):  Division  Subsidiary  Affiliated? Primary NAICS Code: 236220

If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business (Must be SBA Certified)
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern (Must be SBA Certified)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

Signature and Title of Individual Completing Form:

Gerald Griego

Date 11-17-2022

Please return this form to:

The University of New Mexico  
Purchasing Department  
MSC01 1240  
Albuquerque, NM 87131  
505-277-2036 (voice)  
505-277-7774 (fax)

NOTE:

This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

#### THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at [www.sba.gov/size](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)