

Summer 2022 Pop-up Jobsite Agreement
BuildStrong Academy of Colorado and (NAME OF BUILDER)

This Summer 2022 Pop-Up Jobsite Agreement (the “agreement”) is made and entered into as of _____, between _____ of Colorado, a Colorado corporation (hereinafter “Builder”) and BuildStrong Academy of Colorado, a Colorado nonprofit corporation (hereinafter “Academy”). In consideration of the covenants and agreement hereinafter contained, the parties agree as follows:

Objective

The BuildStrong Academy of Colorado (Academy) will provide a four-week ‘pop-up’ training center at _____ jobsite. The site is identified with a high-visibility wrap/screen that promotes the Builder and the Academy Partnership in Workforce Development. The pop-up facilitates engagement between Academy Students and the Builder and their Trades Contractors and provides employers direct access to candidates enrolled in a workforce development program.

Academy Responsibilities

- Provide all the tools, equipment, materials and storage necessary for training programs.
- Supply expert Instructor staff to deliver training programs.
- Offer three distinct training options over four-week period:
 - Construction Skills Bootcamp - *Traditional Accelerated Academy Bootcamp delivered in 4 weeks - Morning Program: Mon, Tues, Wed, Thurs from 8:30 AM to 11:30 AM*
 - Construction Skills Bootcamp - *Traditional Accelerated Academy Bootcamp delivered in 4 week - Afternoon Program - Mon, Tues Weds, Thurs from 12:30 to 3:30 PM*
 - Guest Trade Presentations - Builder helps coordinate different Trades to come speak about the career and craft.
 - *OSHA 10 Safety Training - Available to Academy Students AND Employees of Builder and their Trade Contractors - Two Full Day Friday Classes 9AM to 3:30 PM - **OPTIONAL/TBD***
- Lead candidate outreach and recruitment activities, with the support of Builder Partner, for the training programs.
- Supply general liability insurance for students on Pop Up jobsite that meets Builder’s insurance requirements as well as naming Builder as an additional insured.
- Ensure compliance with Builder partner's posted site safety rules.
- Identify and Direction to suitable offsite parking locations for students who attend the Pop-up Jobsite training and other activities and events.
- Ensure students remain outside of active Builder job sites unless on supervised tour.
- Host, with the support and engagement of Builder Partner, a Job Fair at the end of the program.

Advancing Construction Careers

Academy Contact Information:

BuildStrong Academy of Colorado

Attention: Damon DiFabio, Cell: (719) 922-1182

Address: 445 W 53rd Place, Denver, CO 80216

On Site Contact: NAME: _____ Cell#: _____

Builders' Responsibilities

- Supply a vacant/flat homesite (approx. 50ft x 100ft) within or adjacent to an active Builder construction jobsite. At least 50% of this space is to be covered in crushed recycled concrete or other all-weather covering.
- Supply: 1) temporary power supply, 2) construction trash bin service, 3) two ADA port-o-johns (1 male and 1 female). 3) security fencing and a gate surrounding Pop-up Jobsite training location; and 5) Provide security lighting for the power supply.
- Host an Opening Day Trade BBQ at the Jobsite Pop-Up Training Site.
- Promote the Pop-Up Training Event to Builder's trades and contractors and encourage their engagement and interaction with the Bootcamp students and instructors at on-site skills training events and activities, including: Trade BBQ, Jobsite Tours, Guest Speaking, and Job Fair.
- On-Site Construction Manager to Coordinate with Academy Instructor(s) for a Jobsite Tour schedule such that students can witness varied stages of buildout across different trades specialties.

Builder Contact Information:

(NAME OF BUILDER)

Attention: (Contact Person)

Address:

On Site Contact: NAME: _____ Cell#: _____

A sample Pop-Up Job Site Training Plan may be attached as Exhibit A and incorporated herein by this reference.

Insurance

- Academy Instructors and Students are covered under the Academy's General liability policy. A certificate of insurance will be provided naming Builder as an additional insured during the Pop-up Jobsite Training Program. Instructors are employees of the Academy and will be covered under the Academy's Workers Compensation Policy.

Location and Dates:

- Builder Site:
- Homesite: Lot/Blk: _____
- Address:
- Pop-Up Job Site Month: **June**
 - Site Set Up Date: June 15 - June 17
 - Trade Lunch Date: Date **TBD** - NOON to 1:30
 - Bootcamp Dates: June 20 - July 14
 - OSHA 10 Training Dates: **TBD**
 - Job Fair Date: **TBD**
 - Tear Down Date: July 15 - June 18

Additional Terms or Conditions:

NOTICE. Any notices required by this Agreement shall be in writing and sent to the address shown above for Academy and Builder. Such notice shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) two (2) business days after deposit in the U.S. mail; or (d) upon delivery of a confirmed receipt by facsimile. Email notification is for convenience only and is not deemed official notice.

PARTICIPANT WAIVERS. All Academy participants, including but not limited to students, instructors, members, or other guests on the jobsite, and other property at the jobsite or adjacent thereto shall sign a participant waiver from attached hereto as Exhibit B and by this reference incorporated therein. If Academy participants are under the age of 18, the participant's parent or guardian must sign the participant waiver. Academy is responsible for providing signed participant waivers prior to participants entering the Builder's jobsite.

PROTECTION OF PERSONS AND PROPERTY. Academy shall be responsible for initiating, maintaining and supervising all safety precautions and programs. Academy shall take reasonable precautions to prevent damage, injury or loss to employees, students, instructors, members, or other guests on the jobsite, and other property at the jobsite or adjacent thereto. Academy shall promptly remedy damage and loss to property caused in whole or in part by Academy, or by anyone for whose acts Academy may be liable.

INDEMNITY. **(NAME OF BUILDER)**, and their respective affiliates, subsidiaries, parents, successors, predecessors, assigns, shareholders, officers, directors, employees, subcontractors, contractors, consultants and agents (collectively, "(Builder) Parties") are not responsible, and hereby disclaim any responsibility or liability for any claims, costs, actions, suites or expenses of any kind (including, without limitation, attorneys' fees and related expenses) arising in any way out of Academy's access to or use of the Jobsite or any other property owned by (NAME OF BUILDER).

Academy hereby agree to the fullest extent permitted by law, to defend, indemnify and hold harmless (NAME OF BUILDER) Parties from and against any and all liability, damage, losses, expenses, demands, claims, judgements, penalties, fines, orders, causes of action, suits and costs, including, without limitation, the cost of defense, mediation, settlement, litigation, alternative dispute resolution, and reasonable fees for attorneys, consultants and experts (including, without limitation, attorney’s fees incurred out of court, in trial, on appeal, in administrative or other proceedings), which (NAME OF BUILDER) Parties may suffer incur of be responsible for or pay, in connection with or arising out of any injury or alleged injury (including, without limitation, death) to any person, or damage or alleged damage to property or property interest, sustained or alleged to have been sustained in connection with, or to have arisen out of, or related in any way to the Pop-up Jobsite training and/or the use of the Jobsite by Academy. The foregoing defense and indemnity obligations exit in favor of (NAME OF BUILDER) Parties whether or not the Academy is negligent, and whether or not (NAME OF BUILDER) Parties are actively or passively negligent. The indemnity obligations shall not apply to the extent of (NAME OF BUILDER) Parties actual proven sole negligence or sold willful misconduct.

INSURANCE: Academy shall obtain and maintain the following insurance coverages during the Term of this Agreement.

- General liability policy
- Certificate of insurance naming Builder as an additional insured during the Pop-up Jobsite Training Program

By signing this agreement, the Academy and Builder consent to involvement in the Pop Up Job Site Training Program and agree to comply with the provisions contained within this agreement.

Damon DiFabio, Director **Date**
BuildStrong Academy of Colorado [Academy]

Name, Title, Location (Builder) **Date**