

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 30 day of August 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and B&B Environmental Safety, Inc., located at 17416 Murphy Parkway, Lathrop CA, 95330, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.703 and the Contractor's response to the RFP 2016.703 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to three, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of fifty five thousand eight hundred eighty-three dollars (\$55,883.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Community & Economic Development Department
Contact: Jen Rutter
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6841
E-mail: jrutter@adcogov.org

Department: Adams County Purchasing
Contact: Shawn Hartmann
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6279
E-mail: shartmann@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: B&B Environmental Safety, Inc.
Contact: Kevin A Baugh
Address: 7500 W. Mississippi Ave. Suite B-90
City, State, Zip: Lakewood, CO 80226
Phone: 309-738-7942
E-mail: Kevin@bbensafety.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Todd Leopold

Todd Leopold
County Manager

8/30/16
Date

B&B Environmental Safety, Inc.

[Signature]
Signature

08-25-2016
Date

Kenneth S. Baugh
Printed Name

President / CEO
Title

Attest:

Stan Martin, Clerk and Recorder
[Signature]
Deputy Clerk

Approved as to Form: [Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF JEFFERSON

STATE OF COLORADO)SS.

Signed and sworn to before me this 25th day of August, 2016,

by Anders Palmse,

[Signature]
Notary Public

My commission expires on: 7-31-20

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

B&B Environmental Safety, Inc.
Company Name

08-25-2016
Date


Signature

Kenneth S. Baugh
Name (Print or Type)

President / CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. B & B Environmental Safety, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 17416 Murphy Parkway	Requester's name and address (optional)
	6 City, state, and ZIP code Lathrop, CA 95330	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	8	2	1	1	7	4	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Estelle Runyan	Digitally signed by Estelle Runyan DN: cn=Estelle Runyan, o=B & B Environmental Safety, Inc., ou, email=estelle@bbsafety.com, c=US Date: 2016.07.06 11:46:57 -0700	Date ▶ 07/06/2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Finance Department
4430 South Adams County Parkway
Brighton, CO 80601
PHONE 720.523.6055 FAX 720.523.6058

VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #'s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Shawn Hartmann

Finance Department, Purchasing Agent II

Employee Name

Department/Elected Office

Company Name (Please include dba name, if applicable.)

B & B Environmental Safety, Inc.

Company Name

DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES NO

If YES, is invoice payment sent to your remit-to address or the manufacturer?

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES NO

If YES, please copy and complete this form for each location.

Remit-To Information (*Invoice Payment*):

B & B Environmental Safety, Inc.

Company Name

159 D'Arcy Parkway

Address

Lathrop

City

CA

State

209-858-4447

Phone Number

Address 2

San Joaquin

County

95330

Zip Code

209-858-4420

Fax Number

Address for Purchase Orders/Contracts (*If different from above.*)

Address

Address 2

City

County

State

Zip Code

Phone Number

Fax Number

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote
720-550-8443 720-550-8505

Phone Number

Fax Number

Company Information

www.bbensafety.com

info@bbensafety.com

Web Address

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

Company Email Address

Contact Information

Kenneth S. Baugh

President, CEO

Contact Name

Position/Title

720-550-8443

720-550-8505

Contact Phone Number

Contact Fax Number

ken@bbensafety.com

Contact Email Address (if different than above)

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

- Small Business
- Disadvantaged
- Woman Owned
- Hub-Zone
- Business is 51% owned by physically disabled individual(s)
- Veteran Owned
- Vietnam Veteran
- Service Disabled Veteran

ETHNICITY OF BUSINESS – Please check where applicable

- Black American
- Hispanic American
- Asian Pacific American
- Subcontinent Asian American
- Native American
- Caucasian
- Other _____

CONFLICT OF INTEREST

Does this company employ any Adams County employees or their immediate family members? YES NO

If YES, please explain

Empty text box for conflict of interest explanation.

Does this company have any financial interests with an Adams County employee? YES NO

If YES, please explain

Empty text box for financial interests explanation.

Thank you!

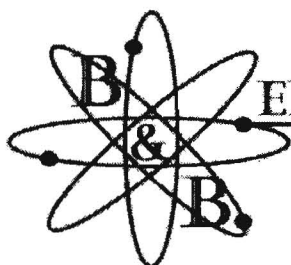


FEE SCHEDULE
RFP 2016.703 Safety Consultant Services for CHDT

The offeror is responsible for supplying all labor and materials required to perform the services as identified in 13. SCOPE OF WORK.

Please provide the breakdown of your hourly rates and typical number of hours for each discipline. All reimbursable fees must be defined and identified.

Discipline	Estimated No. Hours	Hourly Rate	Total
Program Manager/Health Physicist	53	\$95.91	\$5,083.23
Project Manager	169	\$48.30	\$8,162.70
Environmental Technician	234	\$39.74	\$9,299.16
QA/QC	117	\$65.58	\$7,672.86
Environmental Scientist	216	\$46.60	\$10,065.60
Contract Manager	37	\$67.96	\$2,514.52
Accounting Manager	6	\$50.91	\$305.46
		\$	\$
2. Meetings Meet on an as-needed basis with the Adams County Board of Commissioners. These may require evening meetings that can last 1-2.5 hours.		\$ N/A	\$0
3. Mileage Mileage Rate per the County is \$0.54 Estimated number of miles <u>1,983</u>			\$1,070.82
4. Overhead			\$5,499.50
5. Profit			\$6,209.15
		TOTAL	\$55,883.00



ENVIRONMENTAL SAFETY, INC.

AWARENESS. RESPONSE. SOLUTIONS

**RESPONSE TO REQUEST FOR PROPOSAL
SAFETY CONSULTANT SERVICES
FOR CLEAN HARBORS DEER TRAIL**

Prepared For:

Adams County Board of Commissioners
4430 South Adams County Parkway
Brighton, CO 80601

Prepared By:

B & B Environmental Safety, Inc.
17416 Murphy Parkway
Lathrop, California 95330

Request for Proposal:

2016.703

July 2016

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1.0 INTRODUCTION

B & B Environmental Safety, Inc. (BBES) is pleased to submit this request for proposal (RFP) response for Safety Consulting Services to the Adams County Board of Commissioners. The proposed project is located at the Clean Harbors Deer Trail permitted landfill, and will be in collaboration with the Adams County Development Services, a division of the Community & Economic Development Department.

1.1 Project Site

The proposed project site is the Adams County Clean Harbors Deer Trail (CHDT) Resource Conservation and Recovery (RCRA) permitted landfill, located at 108555 East Highway 36, Deer Trail, CO 80105. CHDT is sited on 325 acres of a 5,700-acre plot about 65 miles east of Denver and serves waste generators in Colorado, Wyoming, South Dakota, Nebraska, Kansas and New Mexico. According to Clean Harbors, CHDT has been described by the Environmental Protection Agency (EPA) as the nation's leading hazardous waste landfill. CHDT is also considered to be located within the best geological and hydrogeological environment in the country (Cleanharbors.com). The project site is depicted in Figures 1 through 3.

1.2 B & B Environmental Safety, Inc.

BBES is a minority-owned, Service-Disabled Veteran-Owned Small Business (SDVOSB). BBES has a vast wealth of knowledge and experience working with the military, federal agencies, commercial entities, and the private sector.

BBES' managerial staff has a very committed approach in managing our projects. Through our extensive experience working with diverse clients throughout the USA, we developed project-specific management plans that integrate the following project controls:

- Contract Management
- Communication Management
- Project Management
- Project Cost Control
- Quality Assurance (QA) and Quality Control (QC)
- Risk Management
- Safety Protocols
- Regulatory Compliance

BBES has an interdisciplinary team of professionals and approaches all projects with the same methodology. Our technical staff is familiar with the needs of our clients and performance expectations.

The company profile and experience are presented in Appendix A – BBES Qualifications Flyer.

2.0 CONTACT INFORMATION

BBES corporate contact information and project point of contact (POC) are presented below:

2.1 Corporate Contact

Program Manager/Health Physicist (RSO)
Kenneth S. Baugh, President, CEO
7500 West Mississippi Avenue, Suite B90 Lakewood, CO 80266
Phone: (720) 550-8443
Fax: (720) 550-8505
Email: ken@bbesafety.com

2.2 Project Point of Contact

Project Manager
Matthew Phillips, Environmental Scientist
7500 West Mississippi Avenue, Suite B90 Lakewood, CO 80266
Phone: (720) 550-8443
Fax: (720) 550-8505
Email: matt@bbesafety.com

3.0 PROJECT EXPERIENCE SUMMARY

Established in 2005 and incorporated in 2007, BBES has over a decade of providing similar services as requested by this RFP. This section summarizes projects that prove to be relevant to the requested services.

The complete profiles of BBES project experience are presented in Appendix B – Relevant Project Experience.

3.1 US Army JMC – Waste Brokerage and Support Services

BBES functioned as the Waste Broker for radioactive-contaminated soils and debris at Former Naval Station Puget Sound (NAVSTA PS) Sand Point in Seattle, Washington. BBES conducted two baseline surveys to establish separate Radioactive Materials Areas (RMAs) that would be used to store roll-off bins of contaminated wastes. RMAs were maintained by BBES by providing daily security checks and weekly surveys. BBES performed the final clearance surveys that were submitted to and approved by the appropriate agencies at the completion of remediation activities. All composite sampling operations were conducted by BBES to ensure the waste would meet the disposal facility's Waste Acceptance Criteria (WAC).

Our proposed Environmental Tech for this RFP was positioned on this project and was responsible for instrumentation, sampling, surveying, and ensuring the accuracy of data.

3.2 Simplot – License Consulting Services

BBES functions as a Radiological Health and Safety consultant to J.D. Simplot Company for an ongoing project. BBES assists with radioactive material license Radioactive Material License (RML) compliance issues. BBES is responsible to assist in segregating, packaging and manifesting no longer needed radioactive material sources for return to manufacturers, and performing semi-annual source leak test. BBES is also responsible to provide their annual radiation / x-ray safety training. Our proposed Program Manager (PgM) is the primary individual who provides these services to this client.

3.3 VANCHCS – Waste Management Services

BBES currently functions as the Waste Hauler of electronic and universal wastes for the Department of Veterans Affairs – Northern California Health Care System (VANCHCS) and had previously served as the Hazardous Waste Hauler. BBES services eight (8) different locations located throughout Northern California and the East Bay Area. Services are performed either monthly or quarterly, depending on the amount generated at each VA facility. BBES inventories, packages, labels, and transports unwanted wastes to an authorized recycling facility. Upon each visit, BBES personnel ensures that all storage locations and procedures are in compliance with applicable regulations. As with all of our clients, BBES provides technical expertise upon request.

Our proposed Environmental Tech had worked both the hazardous and universal waste contracts for this client.

4.0 REFERENCES

BBES maintains professional relationships with our primary clients. Below are our clients' POCs who would be most knowledgeable of the above corresponding projects.

4.1 U.S. Army JMC

Frank Whitaker
Health Physicist
AMSJM-SFR
HDQR, US Army Joint Munitions Command
1st Floor, Room 147
2895 Rodman Ave.
Rock Island, IL 61299-6000
Phone: 309-782-5062
Email: frank.c.whitaker.civ@mail.mil

4.2 Simplot Company

Morayma Marrero-Martinez
Environmental Supervisor
J.D. Simplot Company
16777 Howland Road
Lathrop, CA 95330
Phone: 209-858-6444
Email: morayma.marrero-martinez@simplot.com

4.3 VANCHCS

Gus Ballis
Program Manager
VA Northern California Region
Sacramento VA Medical Center
10535 Hospital Way
Mather, CA 95655
Phone: 916-843-7098
Email: gus.ballis@va.gov

5.0 SUBCONTRACTING

BBES does not anticipate subcontracting any portion of the Scope of Work to complete this project.

6.0 BBES METHODOLOGIES

6.1 Regulatory Guidance

BBES provides our clients in the government, public, and private sectors with guidance and compliance consulting services, including hazardous waste, radiological, and environmental industry, to navigate the complex Federal, State, and local regulatory landscape. We train our team of interdisciplinary professionals to understand and interpret all applicable regulations. BBES utilizes an experienced technical staff comprised of staff level, mid-level and senior level technical experts. Our senior level technical experts offer their experience and expertise to ensure regulatory oversight, and compliance audits are executed at the highest level. BBES will ensure that all Standard Operating Procedures (SOPs) performed under applicable permits are followed appropriately.

6.2 Site Inspection

BBES has performed a variety of field inspections, audits, and environmental assessments. Our staff will observe and report on operational procedures and facility compliance. The inspections will be conducted in a systematic manner to assess regulatory compliance, evaluation of sampling techniques, and documentation review. Information will be reviewed following the site

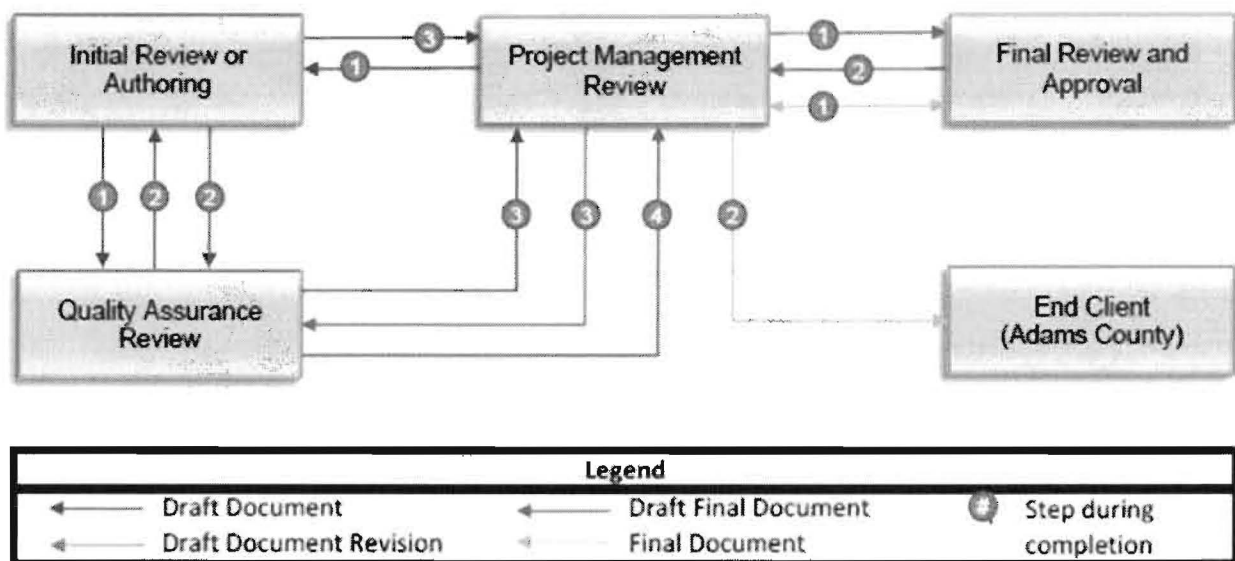
inspection to report and evaluate the regulatory complacence of the facility. The general methodology BBES uses for site inspections issues for site inspections are founded on the following principles:

- Providing factual and analytical information;
- Measuring performance; and
- Determining compliance with applicable laws, regulations, and policies.

All field inspections will be conducted by our Environmental Technicians who are trained and experienced in RCRA compliance, radiological waste and disposal standards, and environmental audits and techniques.

6.3 Report Review

BBES will use an interdisciplinary approach to reviewing reports by utilizing each team member’s previous experience in document review at different stages of the review process. Input from each team member ensures that all document is in compliance with applicable regulations. QA/QC is performed during document review through multiple internal review processes to ensure accuracy. The PgM will review all reports prior to submission by the Project Manager (PM). A flow chart detailing our reporting and review process is provided below:



6.4 Meetings

Maintaining proper communication with our clients is a key objective for BBES. We believe in having open and frequent communication with the Project POC to ensure the client is informed throughout the various phases of the project. Our PM will be available for communication with the client and all other POCs involved in the contract with internal support from the PgM. BBES will establish all necessary face to face meetings, conference calls, and any other communication request with the client in a timely manner.

6.5 Report Submissions

BBES will utilize our team to complete and submit reports. The reporting process will be initiated by our staff level professionals with supervision and support from our Project Management and Senior technical experts. All reports will be review by our Quality Control Administrator prior to final review by our PgM. Once reports are approved by our PgM, the PM will submit reports to the Client for review.

7.0 KEY PROJECT PERSONNEL

BBES provide a has a proposed team of professional who will be responsible for completing all contractual requirements within the Safety Consulting Services outlined in the RFP. BBES Key Project Personnel summaries are presented below.

The resumes detailing the education and experience of our Key Project Personnel is present as Appendix C – BBES Key Personnel Resumes.

7.1 Kenneth Baugh – Program Manager

Mr. Baugh is the President and CEO of BBES. He is an environmental professional with over 32 years of experience in Health Physics, radiological safety and remediation, waste disposal, environmental compliance, public outreach, and project management. Mr. Baugh has extensive experience working in conjunction with various government agencies including the US Army, Department of Defense, Department of Veterans Affairs, US Navy, State of California, and local municipalities. Mr. Baugh has managed, planned, and executed large complex projects awarded to BBES, including multiyear contracts valued over 17 million dollars. Over his environmental consulting career, he has completed projects that including the documented supervision and training of up to 27 technicians annually, professional Health Physics Program, and environmental monitoring programs.

7.2 Matthew Phillips – Project Manager/Environmental Scientist

Mr. Phillips is an environmental professional with over six years of environmental consulting and project management experience. He has experience in the commercial, manufacturing, industrial, aggregate mining, and oil and gas industries. Over the past 5 years, Mr. Phillips has completed over 275 environmental audits of facilities throughout the USA and Canada. Mr. Phillips has conducted the planning, management, and execution of Phase II ESA for commercial

redevelopment properties and oil and gas facilities. He is also a remarkable asset in the fields of regulation and compliance as well with implementation and reporting. One of the recent achievements for Mr. Phillips was working with an interdisciplinary team of professional to develop Spill Response Guidance for a midstream oil and gas client with operations in Montana, North Dakota, and Wyoming.

7.3 Randall Baugh – Environmental Technician

Mr. Baugh is an Environmental Tech with over 9 years of experience in the environmental field. He is experienced with providing cradle-to-grave services and with the management of hazardous materials. Mr. Baugh has completed several projects for various client in the public and private sector for radiological material services. His project experience and skills include baseline RMA surveys, RMA compliance reporting, instrumentation calibration, chi-square calculations, Multi-Agency Radiation Surveys and Site Investigation Manual (MARSSIM) training, decommissioning and clearance surveys, decontamination and deconstruction of contaminated facilities, sampling of soil, groundwater, and air, waste disposal and transportation documentation, and the review of Client permits and licenses to ensure operational compliance.

Mr. Baugh will be our key project personnel conducting the **Monthly Compliance Audit**, observing waste sampling and reviewing the WAC paperwork. He will assist in the general of report, data review, and regulatory compliance.

7.4 Amber Maru – QA/QC

Mrs. Maru is a talented professional with a background in project management and quality assurance and control systems. Mrs. Maru will act as the quality assurance and quality control team member for the proposed project. She is currently acting as the Project Manager (PM) for a RCRA 90-day Hazardous Waste storage yard. She is experienced with RCRA permitting as well as safety and regulatory standards surrounding hazardous waste pickup, storage, and shipping. Her past experience working in manufacturing and many scientific positions has given her a wide range of expertise when it comes to compliance and regulations. She is also highly versed in licensing and permitting as a whole. She has had a hand in writing many of the SOPs and documents needed for upholding company's permits and licenses for anything from wastewater and safety to hazardous waste.

7.5 Kevin Baugh – Environmental Scientist

Kevin Baugh will act as the Staff Environmental Scientist assigned to this project. Mr. Baugh will assist with reporting, regulatory compliance reviews, and the review of any license or permit changes that are encountered during the contract.

7.6 Key Personnel Project Roles and Estimated Hours

Personnel	Title	Project Role	Estimated Hours
Kenneth Baugh	Program Manager (President/CEO)	Program oversight and senior review of all deliverables	53
Matthew Phillips	Project Manager/Environmental Scientist	Overall daily project management, reporting, client communication, monthly meetings, and compliance review	169
Randall Baugh	Environmental Technician	Monthly site inspections, regulatory review, and compliance assurance.	234
Amber Maru	Administrative and Quality Control	Report editing, preparation of documentation, quality control, and regulatory review compliance audits	117
Kevin Baugh	Environmental Scientist	Monthly and Annual reporting, license and/or permit change review,	216

7.7 Personnel Training

BBES provides training across all sectors: public; private; commercial; and government. Our team of trainers are experienced on the interpretation of regulations and how to relate to individual compliance programs. BBES has developed a variety of training programs that include the following:

- Annual Radiation Worker Safety;
- Transportation of Radioactive Materials;
- Emergency Response Development;
- Hazardous Waste Operations and Emergency Response (HAZWOPER); and
- Other Health and Safety training.

All Key and Staff Project Personnel have completed the 40-hour HAZWOPER training requirements, as required in 49 CFR 1910.120, and have completed the 8-hour HAZWOPER refresher as required.

8.0 SCOPE OF SERVICES

BBES will provide the Adams County Board of County Commissioners Safety Consulting services through management and support of the monitoring program at the Adams County CHDT permitted landfill. The facility operates under a Certificate of Designation (CD) issued by Adams County, RML issued by Colorado Department of Public Health and Environment (CDPHE), and a RCRA permit.

The Scope of Services include regulatory review, compliance, reporting, site visits and meetings with Adams County officials. The following sections detail the Scope of Service that will be provided to Adams County upon award of the contract.

8.1 Radiation Operations Compliance

BBES will assist in “Ensuring compliance of CHDT radiation-related operations with all applicable regulations” at the CHDT landfill.

BBES will assist the county through the establishment of a compliance audit program for the radiation-related operations, regulations including the Compact Designation, RML, RCRA Permit, and all other federal, state, or local regulations. BBES team will evaluate the regulatory compliance at the CHDT landfill including reporting, material handling and following Standard Operating Procedures. BBES’ interdisciplinary approach will utilize regulatory experts who are knowledgeable in the field of radiological waste and handling.

8.2 Reporting Compliance

The proposed project at the CHDT landfill will include confirming “CHDT reports comply with the expectations of the CD.”

Reports reviewed by BBES will be evaluated to meet *Part J – Recordkeeping and Reporting* of the CD indicates the reporting frequency and requirements for CHDT landfill. BBES will monitor and track Clean Harbors reporting activities for compliance with the CD.

We will validate reports submitted to ensure they meet the requirements of *Part J – Recordkeeping and Reporting* and *Part C – Baseline Technical Assessment; Established Lifetime Total Activity; Annual Technical Assessment; County Authority* of the CD.

8.3 Licenses and Permitting

The Scope of Services requires the awardee to review CHDT license and permit for the “Familiarization of the CD, RML, Baseline Technical Assessment (providing basis for the limits and amount of allowed Natural Occurring Radioactive Material (NORM), and Technically Enhanced NORM (TENORM)), and RCRA permit.”

BBES will utilize our team of professionals ranging from staff, midlevel, senior level, and subject matter experts (SME) to review all pertinent license and permits including the CD, RML, Baseline

Technical Assessment, and RCRA permit. The familiarization process will allow BBES to provide accurate and thorough compliance services to Adams County through the reporting, evaluation, and field inspection processes.

8.4 NORM and TENORM Disposal Schedule

The Safety Consultant Services at the CHDT landfill include “reviewing the schedule of NORM/TENORM to be disposed of at the CHDT facility and ensure compliance with acceptance criteria per the County’s CD.” In Accordance with (IAW) post submission meeting with Adams County, radium processing components will be included in the waste disposal observations.

8.5 Monthly Site Inspections

BBES will be “Responsible for visiting the CHDT facility weekly, to review required waste acceptance paperwork and observe sampling. Schedule must be coordinated with the Adams County Project Manager.” IAW information received post meeting with Adams County, scheduled site visits are only needed **monthly** as opposed to weekly.

Our Environmental Technician will conduct **monthly site inspections (Compliance Audit)** and will observe waste sampling. BBES will verify waste is sampled and submitted to the laboratory for analysis in accordance with the *Radioactive Materials Acceptance SOP 15.WAC.01, Revision 7*. Upon completion of the **Monthly Compliance Audit**, all BBES field data will be compiled and waste acceptance paperwork will be included in our monthly reports.

Our PM will coordinate all site visits with Adams County POC. If there are any anticipated weather conditions or delays, possible alternative days and times will be discussed with the Adams County Project Manager.

8.6 Monthly Reporting

As the Scope of Services detail, the awardee will, “Provide written summary reports to the County Project Manager each month regarding amounts and types of NORM/TENORM waste disposed of at CHDT, and any observed problems.” IAW information received postmeeting with Adams County, radium processing components will be included in the waste disposal observations.

The reports will include BBES field data collected during the **Monthly Compliance Audit** which will include the waste accepted and amounts at the CHDT landfill and any compliance concerns noted at the facility. The Monthly Report will be submitted to the Adams County Project Manager at the end of the first full week of the month, and the report will include the preceding month’s records BBES data and observations. The monthly report will be presented with tables tracking the amount and types of waste accepted and disposed of at the CHDT landfill.

8.7 CHDT Monthly Reports and Annual Technical Assessments

The Safety Consultant Services at the CHDT landfill include being, “Responsible for reviewing the required CHDT Monthly Reports and Annual Technical Assessments produced by CHDT and provide a written summary and comments to the County Project Manager.”

BBES will review the Monthly Reports and Annual Technical Assessments by CHDT. We use a multi-tiered approach to review all reports and regulatory reviews to warrant compliance as the central focus. We will evaluate whether or not the CHDT reports are in compliance with the requirements of *Part J (of the CD) –Recordkeeping and Reporting* and *Part C – Baseline Technical Assessment; Established Lifetime Total Activity; Annual Technical Assessment; County Authority*.

8.8 License and Permit Addendums

If the CHDT landfill has any changes to the licensing or permit, BBES will be “Responsible for reviewing CHDT facility applications for amendments to the RCRA Permit, CD, License and Compact Designation, and provide written comments to the County Project Manager.”

BBES will review any presented amendments to the RCRA Permit, CD, and RML and communicate with CHDT of any necessary changes to their facility applications. Upon completion of the changes, BBES will ensure that the new applications keep CHDT in compliance with the given amendments.

8.9 County Commissioners Meetings

The Safety Consultant Services require BBES, “Attending meetings with the County’s Board of County Commissioners on an “as needed” basis. Evening meetings may be required.”

In accordance with information gathered from the post submission meeting with the county, it is not anticipated that there will be a need for support meetings with the Board of Commissioners. However, if needed, they will be addressed separately.

8.10 Project Coordination

BBES will be “Responsible for coordinating all monthly meetings and schedules with the County Project Manager.”

It is not anticipated that there will be a need for monthly meetings. BBES PM will coordinate, with the County Project Manager, all **quarterly meetings**, schedules, and any as-needed meetings. BBES will utilize our Project Management Plan (PMP) and Communication Plan to effectively coordinate all aspects of the proposed project.

9.0 PROJECT SCOPE

The CHDT is a permitted hazardous waste disposal facility allowing certain regulated NORM, TENORM, and radium processing component radioactive wastes or disposal. The facility operates

under a CD issued by Adams County, RML issued by CDPHE, and a RCRA permit. CHDT also holds a CD from the Rocky Mountain Low Level Radioactive Waste Board.

The proposed Project Scope at the CHDT facility is to provide Safety Consultant Services through management and support of a compliance monitoring program. BBES will provide consulting services for regulatory compliance reviews, reporting, site inspections and sampling evaluations.

9.1 Tasks

CHDT landfill operations require various permits and regulations to dispose of Low Level Radioactive Waste. BBES project management will organize project tasks to ensure CHDT will be fully compliant with applicable regulations, permits, and licenses. The proposed tasks will meet the expectations of the SOW to effectively provide Safety Consulting Services to Adams County for the CHDT operations.

Tasks	Description	Associated Deliverable
Compliance	BBES' interdisciplinary team will become familiar with the compliance needs of the CHDT facility to ensure all activities meet the permits, licenses, and regulation requirements	Disposal and Operational Compliance and Communication with Adams County
Licenses and Permitting	All CHDT applicable licensing and permitting will be thoroughly reviewed by BBES. Any revisions will be inspected by BBES and communicated to the Adams County POC	Licenses and Permitting Familiarization and Communication with Adams County
Monthly Compliance Audit	Monthly visits will be scheduled at the convenience of the CHDT representative. BBES Environmental Technician will review all applicable documents and waste sampling for compliance reporting to Adams County.	Monthly Report Summaries Reports and Communication with Adams County
Quarterly Meetings	BBES PM will meet with the Adams County Project Manager on a quarterly basis. The meetings will be scheduled in advance to ensure reasonable accommodations to all parties.	Meeting minutes
Reporting	Monthly and Annual reporting will be completed by our interdisciplinary team of professionals. All reports will go	Compliance, Licensing and Permitting Reports

	<p>through a multi-level review process including multiple rounds of review and revisions to ensure all compliance, licensing and permitting items are taken into account.</p>	
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9.2 Milestones

Milestones for the Safety Consulting Services are being setup by BBES to ensure each step of the project are completed in an organized manner and maintains the proposed schedule. Our milestones will be used to monitor the progress throughout the project and are tied directly to the tasks and deliverables listed within this section. Once each milestone is completed in full the contract requirements will be considered to be completed. The milestones below are intended to cover each of the services requested in the RFP; however, the project milestones will be finalized during the project kickoff meeting.

Milestone	Description	Regulatory Guidance
Kickoff Meeting	<p>Within 3 weeks of the award notice. Additional time is available as necessary, to allow all parties to assemble required documents.</p>	<p>BBES standard corporate protocol</p>
Permits and Licenses Familiarity	<p>Thorough initial review will commence after the project kickoff. Periodic reviews will continue throughout the period of performance (POP) to execute the compliance services. Once a full review is complete BBES will discuss any questions or concerns with Adams county.</p>	<p>EPA RCRA CDPHE DOT Applicable Licenses</p>
Compliance Awareness	<p>Compliance awareness will follow after the project kickoff conclusion. When a full review has been complete progress including questions and concerns will be addressed with Adams County.</p>	<p>EPA RCRA CDPHE OSHA</p>
Monthly Compliance Audit Setup	<p>Monthly site visits will begin as discussed in the kickoff meeting and will continue through the POP of the contract.</p>	<p>Per contract awarded</p>

Quarterly Meetings	Quarterly Meetings will begin as discussed in the kickoff meeting, or as scheduled by all necessary parties, and will continue through the POP of the contract. Meeting Minutes are to be turned in the week following each meeting.	Per contract awarded
Annual Technical Review and Reporting	Annual technical reviews and reporting will occur once CHDT receives and completes all applicable annual reporting requirements.	Per contract awarded

9.3 Deliverables

BBES will submit deliverables to the Adams County POC during the completion of the Scope of Services as detailed in the RFP. All of the deliverables listed below are intended to represent the Scope of Services and needs of the proposed project.

Deliverable	Description	Personnel or Entity of Turn in
Kickoff Meeting Minutes	A detailed description of the meeting that took place directly after contract award.	Adams County PM
Permits and Licensing Communique	A report of task completion including any questions or concerns from BBES	Adams County PM or CHDT
Radiation Regulation Communique	A report of task completion including any questions or concerns from BBES	Adams County PM or CHDT
Monthly Reporting	A report detailing all monthly tasks that took place and a summation of the Monthly Compliance Audit and how operations and reporting lines up with current permits and licenses.	Adams County PM
As-needed Meeting Minutes	A detailed description of the meeting that took place	Adams County PM and/or CHDT

	between BBES, Adams county and any other parties.	
Annual Technical Assessment Report	A report of all technical observations from review of the CHDT Annual technical report.	Adams County PM

9.4 Contract Personnel

As a standard, BBES uses a Contracts Manager and an Accounting Manager for all projects. Our Accounting Manager and Contracts Manager ensure BBES stays consistent in all billing processes and that we meet all necessary contractual agreements. Our Contract Personnel are presented below:

Contracts Manager
Victoria Croll, Contracts Manager
17416 Murphy Parkway Lathrop, California 95330
Phone: (209) 858-4447
Fax: (720) 858-4420
Email: victoria@bbensafety.com

Accounting Manager
Estelle Runyan, Accounting Manager
17416 Murphy Parkway Lathrop, California 95330
Phone: (209) 858-4447
Fax: (720) 858-4420
Email: estelle@bbensafety.com

9.5 Project Methodology

BBES professionalism, competency and attention to details will provide the client assurance that all tasks, milestones and deliverables will be completed correctly, within budget, and within the expected timeframe. We will use a structured and highly regimented approach when dealing with our clients. Adams County, CHDT, and project personnel can expect the same. BBES project staff will make sure that all schedules and tasks are followed as set by the BBES PM and the Adams County POC. The BBES PM, Contracts and Accounting Manager will monitor the project approach, project budget, and necessary milestones to complete the Scope of Services expected by Adams County.

9.6 Project Schedule and Timetable

The proposed Project Schedule and Timetable is organized to ensure that all tasks, milestones and deliverables will meet the expectations of the client. Once approved by the Adams County POC, the BBES PM, with oversight from the PgM, will use the finalized project schedule for measuring the completion of the project and milestones and ensure tasks are staying within the expected timetable and budget.

The anticipated project schedule for the Safety Compliance Services are presented as Appendix D – Proposed Project Schedule, and includes BBES Deliverables and Proposed Project Schedule.

10.0 PROJECT COST AND BILLING

10.1 Project Cost

BBES has prepared a cost estimate that is competitive, yet accurately reflective of the level of effort required to complete the scope of services requested by the Adams County based on our understanding of the project with the information made available to date. BBES does not believe it is in the client's interest to submit an unrealistically low cost proposal, which is made possible by either reducing the SOW or by assuming that budget augments will be made available at a later date. For your convenience, we have provided billing rates and hours for our project team and material cost. Factors that would increase the SOW and estimated costs outlined in this proposal include, but are not necessarily limited to, any of the following:

- Attendance at additional meetings
- Additional printing of copies of reports
- Analysis of additional issues above those discussed in this proposal, or a more detailed level of analysis than described in this proposal
- Changes in the project requiring re-analysis or rewriting of report sections
- Collection of additional data

The cost for Safety Consulting Services for CHDT is **\$55,883.00**. Our cost proposal is valid for 180 days from the date of this proposal and is based on all team members' standard hourly rates.

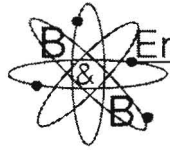
Our project cost and miscellaneous project cost are presented as Appendix E – Project Fee Schedule and Rate Sheet and our Terms and Conditions are presented as Appendix F.

10.2 Billing Schedule

As detailed in Exhibit 3 – Sample of Purchase of Service Agreement, BBES will invoice for the project monthly based on hours worked, with payment expected within thirty (30) days of invoice. BBES will utilize our contract and project management system to accurately account for all hours and materials billed to Adams County.

10.3 Insurance

BBES understands Adams County and other interested entities require sufficient liability insurance coverage. BBES meets and exceeds the insurance requirements present in Section 9 of the RFP. BBES will provide Adams County our proof of insurance and coverages as listed above prior to commencement of operations.



Environmental Safety, INC.

Awareness, response, solutions

Safety Consulting Services for CHDT (Clean Harbors Deer Trail): Proposed Project Schedule

Task	Duration (in days)	Start	Finish	Notes
SAFETY CONSULTANT SERVICES FOR CHDT	365	10/01/16	10/01/17	
Estimated Contract Award	-	09/30/16	-	
Kickoff and Meetings				
Internal Meeting	1	10/03/16	10/03/16	
Project Coord.	5	10/03/16	10/07/16	
File Set Up (admin)	1	10/03/16	10/04/16	
Kickoff Meeting with Adams County	1	10/06/16	10/06/16	
Familiarization with Permits and Licenses				
Compact's Designation	5	10/10/16	10/14/16	
Radioactive Materials License Review and SOPs	5	10/17/16	10/21/16	
Baseline Technical Assessment (providing basis for the limits and amount of allowed NORM/TENORM/Radium)	5	10/24/16	10/28/16	
RCRA permit	5	10/31/16	11/04/16	
Communication with Adams County	4	10/10/16	10/14/16	
Compliance with Radiation Regulation				
Radiation Related Operations	5	10/10/16	09/29/17	Conducted throughout the life of the contract
Report Compliance	2	10/10/16	09/29/17	Conducted throughout the life of the contract
Schedule of NORM/TENORM/Radium to be disposed and compliance with acceptance criteria per the County's CD	12	10/10/16	09/29/17	Conducted throughout the life of the contract
Communication with Adams County	1.5	10/10/16	09/29/17	Conducted throughout the life of the contract
Monthly Site Visits (Compliance Audit) and Record Review				
Site Visit including sampling observation and Record Review	12	10/06/16	09/28/17	Conducted monthly throughout the life of the contract
Data review, internal communication, and coordination	4	10/07/16	09/29/17	Conducted monthly throughout the life of the contract
Schedule Monthly Inspections with POC	2	10/03/16	09/25/17	Conducted prior to the month of audit throughout the life of the contract
Meetings				
Quarterly Meetings with Adams County	4	12/08/16	09/07/17	Conducted every four months after coordinating with Adams County
Quality Assurance and Quality Control				
Review all applicable sampling data	12	10/06/16	09/28/17	Review of monthly reports throughout the life of the project
Review Monthly Reporting	12	10/31/16	09/29/17	Review of monthly reporting throughout the life of the project
Review Annual Report	3	01/16/17	01/19/17	Review of annual reporting throughout the life of the project
Reporting				
Monthly Reporting on CHDT Visits	12	10/10/16	09/25/17	Completed by the end of each month throughout the life of the contract
CH Monthly Report Review	12	10/31/16	09/29/17	Completed by the end of each month throughout the life of the contract
Review and Report on Annual Technical Assessments produced by CHDT	5	01/16/17	01/20/17	
Annual Technical report Summarization	2	01/23/17	01/27/17	Completed by the end of the either the fiscal year or calendar year; TBD by Adams County

Note: All dates provided are an estimation based upon the estimated award date and are subject to change upon contract award date.