

**ADAMS COUNTY, COLORADO  
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 7 day of May 2013, 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 Environmental Logistics, located at 1101 East 64<sup>th</sup> Avenue, Denver, CO 80229, 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 2013.040 Grounds Maintenance Services and the Contractor's response to the RFP 2013.040 Grounds Maintenance Services 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

**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 forty-six thousand seven hundred eighty dollars (\$46,780.00). Invoices shall be sent and will be paid on a monthly basis for each individual location for the 2013 season.

- 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. The County is subject to the revenue and spending limitations of the Taxpayer's Bill of Rights (TABOR), Colorado Constitution, art.X, §20, and § 29-1-301, C.R.S., as amended.
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:** 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.
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 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, comprehensive automobile liability, and professional 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 coverages or policies required under this Agreement.

**9. TERMINATION:**

- 9.1. 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.

- 9.2. 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.

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. 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.
- 10.2. 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, and that no violation of such provisions are present. 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).
- 10.3. OSHA: 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.

- 10.7. 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.
- 10.8. 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 Facilities  
Contact: Waine Risley/ Mike Holub  
Address: 4430 South Adams Parkway  
City, State, Zip: Brighton CO 80601  
Phone: 720-523-6004/ 720-641-6235  
E-mail: wrisley@adcogov.org/ mholub@adcogov.org

Department: Adams County Purchasing  
Contact: Jennifer Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6049  
E-mail: jtierney@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: Environmental Logistics  
Contact: ~~Josh Bliss~~ Dave Jablonski  
Address: located at 1101 East 64<sup>th</sup> Ave.  
City, State, Zip: Denver, CO, 80229  
Phone: ~~303-994-0660~~ 303-275-0661  
E-mail: ~~josh@envlogistics.com~~ Dave @ENVLOGISTICS.COM

- 10.9. 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.
- 10.10. 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.
- 10.11. 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. CHANGE ORDERS OR EXTENSIONS:**

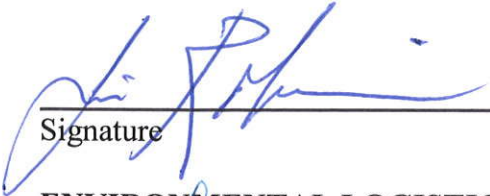
- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for 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.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

**Jim Robinson**  
County Administrator

  
\_\_\_\_\_  
Signature

5-14-13  
\_\_\_\_\_  
Date

**ENVIRONMENTAL LOGISTICS**

  
\_\_\_\_\_  
Signature

5-7-13  
\_\_\_\_\_  
Date

Mike M. Masler  
\_\_\_\_\_  
Printed Name

V.P.  
\_\_\_\_\_  
Title

**Attest:**

Karen Long, Clerk and Recorder

  
\_\_\_\_\_  
Deputy Clerk



Approved as to Form:

  
\_\_\_\_\_  
Adams County Attorney's Office

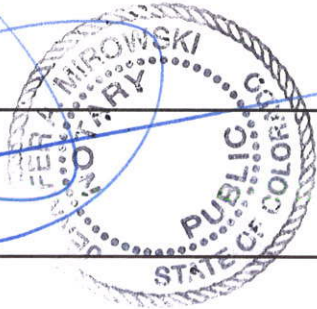
**NOTARIZATION:**

COUNTY OF Adams )

STATE OF COLORADO )SS.

Signed and sworn to before me this 7 day of May, 2013,

by \_\_\_\_\_,  
\_\_\_\_\_  
Notary Public



My commission expires on: 8/19/2015

**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:**

Environmental Logistics  
Company Name

5-7-13  
Date

[Signature]  
Signature

Mike Mizowski V.P.  
Name (Print or Type)

V.P.  
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



## EXHIBIT "A"

1. The Adams County Board of Commissioners by and through its Purchasing Agent is accepting proposals from qualified contractors to provide grounds Maintenance services for various Adams County locations.
2. The contract will be for (1) one-year with two (2), (1) one-year options to renew. The awarded Contractor will be required to sign a contract, attached as exhibit "A". Bidders may bid on all locations, the locations in Brighton and Westminster or just the Strasberg location. Adams County will award this in part or whole whichever is deemed in the best interest of the County.
3. Written questions may be submitted through 4:00 PM, March 19, 2013. All questions are to be submitted to Ms. Jennifer Tierney, Contract Administrator by E-mail at [jtierney@adcogov.org](mailto:jtierney@adcogov.org).
4. **There will be a mandatory pre-bid conference on March 14th 2013, at 2:00 PM at the Government Center located at 4430 S. Adams County Parkway, the meeting will be held in the Conference Center, Room Platte River B, those not in attendance at the mandatory pre-bid conference will not be able to submit a proposal.**

### 5. Proposals

- 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 S. Adams Parkway, Brighton, Colorado, 80601, up to **2:00 P.M. March, 26, 2013**, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 5.2. The proposal must be submitted on a CD in PDF Format **as one document**. Brochures or other supportive documents may be included with the proposal narrative.
- 5.3. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 5.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 5.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 5.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

- 5.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 5.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Grounds Maintenance Services**
- 5.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 5.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 5.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 5.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.
- 5.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
- 5.16. A formal contract will be required, a sample contract has been attached as "Exhibit A", the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.
6. Adams County is an Equal Opportunity Employer.
7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |                          |             |
|--------------------------|-------------|
| 7.1.1. Each Occurrence   | \$1,000,000 |
| 7.1.2. General Aggregate | \$2,000,000 |
- 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |                                      |                             |
|--------------------------------------|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 7.2.2. Personal Injury Protection    | Per Colorado Statutes       |
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. 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:
- 7.4.1. 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.
- 7.4.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.5. 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.
- 7.6. 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.
- 7.7. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 7.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.

- 7.10. Underwriters shall have no right of recovery or subrogation against Adams 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 covered by the described insurance.
- 7.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 7.12. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 7.13. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.14. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, 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 the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
8. 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.
9. 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 9.1. 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.
- 9.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 9.3. 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.
- 9.4. 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.

- 9.5. 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.
- 9.6. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.7. 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).
- 9.8. 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.
- 9.9. Adams County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

**End General Information**

**10. SCOPE OF WORK**

10.1 Unless otherwise specified, the successful contractor shall furnish all labor, supervision, materials, tools, equipment, parts and incidentals necessary for the provision of grounds maintenance services at Adams County. Aerial photos of the Justice Center, District Attorney, Western Service Center and Government Center have been provided in attachment "C".

10.2 Service Locations

<b>Location</b>
Adams County Government Center 4430 S. Adams County Parkway, Brighton, Co
Total Footprint: 92 acres

Justice Center 1100 Judicial Center Dr. Brighton, Co
Western Service Center 12200 Pecos St. Westminster, Co
3.55 acres
Adams County DA Building 1000 Judicial Center Dr. Brighton, Co
Total Footprint: The total site acreage for the DA and JC is 40.
Strasburg Service Center 2550 Strasburg Mile Road Strasburg CO
Total Footprint: 19.2

10.3 Responsibilities of Contractor

10.3.1 Potential Contractors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and locations of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Adams County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

10.3.2 Contractors submitting proposal must have been in business under the same company name for a minimum of five years upon award of the contract, contractors submitting proposals less than five years will immediately be deemed nonresponsive.

10.4 Service Requirements- A schedule of services has been attached as exhibit "B"

10.4.2 Turf Care-All locations

**Mowing**

10.4.2.1 All turf should be mowed weekly, or as needed during the growing season. Mowing height will be 2½ " – 3". Frequency of mowing will be once per week.

10.4.2.2 Grass catches should be used only if there is a specific need and will be used at the discretion of the Owner. Excessive clippings should always be removed from turf areas.

10.4.2.3 Care will be taken to insure a clean and debris free turf area prior to mowing so as not to damage and/or injure persons or property with debris discharged by mowing device.

**Trimming**

10.4.2.4 All turf areas inaccessible to mowing equipment should be trimmed once per week in order to maintain a neat, well-groomed appearance.

- 10.4.2.5 After mowing/trimming operations are completed, all grass clippings to be blown and / or removed from walks, drives, etc.
- 10.4.2.6 Care will be taken to insure that debris is not thrown or discharged from the trimming device that could cause injury to persons and/or property damage.
- Edging**
- 10.4.2.7 Edging of walks, curbs, etc. Should be done on a monthly or as needed basis through the use of a steel blade edger.
- 10.4.2.8 Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
- 10.4.2.9 Excessive debris resulting from edging should be collected and removed.

#### 10.4.3 Trees, Shrub, and Bed Care-

##### **Bed Care-Government Center, Strasburg**

- 10.4.3.1 All bed areas should be kept substantially free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Non-selective herbicides, such as Round-Up, can be used for chemical control with care as to not damage non target plants.
- 10.4.3.2 Shall be done 1x a month in all Landscaped Rock/Bark Mulched beds.
- 10.4.3.3 Shall be coordinated with the Site Grounds representative.
- Tree and Shrub Care-Strasburg Location Only**
- 10.4.3.4 Fertilization of all shrubs in Landscaped Rock/Bark Mulched beds will be done 1x in May with a balanced fertilizer of at least a 5-5-5 at product recommend rates.
- 10.4.3.5 Tress shall be pruned.
- Native/Natural Areas**
- 10.4.3.6 Mowed at a height of 6" inches 4x a season unless otherwise approved by the Facility Operations Department Representative.
- 10.4.3.7 All curbs, barriers, sidewalks, landscaped beds, that are inaccessible with a mower, shall be string trimmed 1x a month at the time of mowing.
- 10.4.3.8 All curbs, sidewalks, or landscaped beds that reside near or in the native areas shall be raked or blown so as to be free of debris caused by mowing/string trimming.
- 10.4.3.9 Weed control to be done (after mowing) by hand, mechanical, or a Facility Operations Representative approved chemical.

#### 10.4.4 Personal Protective Equipment

- 10.4.4.1 All employees of contractor while on site will wear attire that makes them highly visible and identifiable to Adams County Employees and customers and are reflective in nature. (Bright colored vests, Shirts with Company identifiers)
- 10.4.4.2 All employees of contractor shall wear appropriate attire that fulfills all safety requirements of tasks being performed (Eye Protection, gloves, work boots, and Minimum PPE for spraying).

---

## **11. PROPOSAL SUBMITTALS**

- 11.1 Contractor's experience in the industry, including how long the company has been established, number of employees, number of current contract similar in size.
- 11.2 A minimum of three current references with similar scopes of work include a point of contact and phone number.
- 11.7 Provide a telephone number, a fax number, or an e-mail address and a primary and secondary contact person name to enable Adams County to contact you.
- 11.8 Completed proposal form
- 11.9 A copy or description of your safety program

## **12. Award Criteria-** Proposals will be Scored on the Following Criteria:

- 12.1. Price
- 12.2. References
- 12.3. Overall Proposal-number of years in business, safety program, etc..
- 12.4. Ability to perform the services.



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, 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 and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the Basic Pilot 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.



**ADAMS COUNTY**

**COLORADO**

**PROPOSAL FORM**

**Justice Center**

TOTAL BID AMOUNT (PER YEAR)

\$ 6534<sup>00</sup>

Written Amount: Six thousand five hundred forty-four Dollars

**District Attorney's Building**

TOTAL BID AMOUNT (PER YEAR)

\$ 6908

Written Amount: Six thousand nine hundred eight Dollars

**Western Service Center**

TOTAL BID AMOUNT (PER YEAR)

\$ 4732

Written Amount: Four thousand seven hundred thirty-two Dollars

**Government Center**

TOTAL BID AMOUNT (PER YEAR)

\$ 22,121

Written Amount: Twenty-two thousand one hundred & twenty-one Dollars

**Strasburg Location**

TOTAL BID AMOUNT (PER YEAR) —

\$ 6485<sup>00</sup>

Written Amount: Six thousand four hundred and eighty-five Dollars



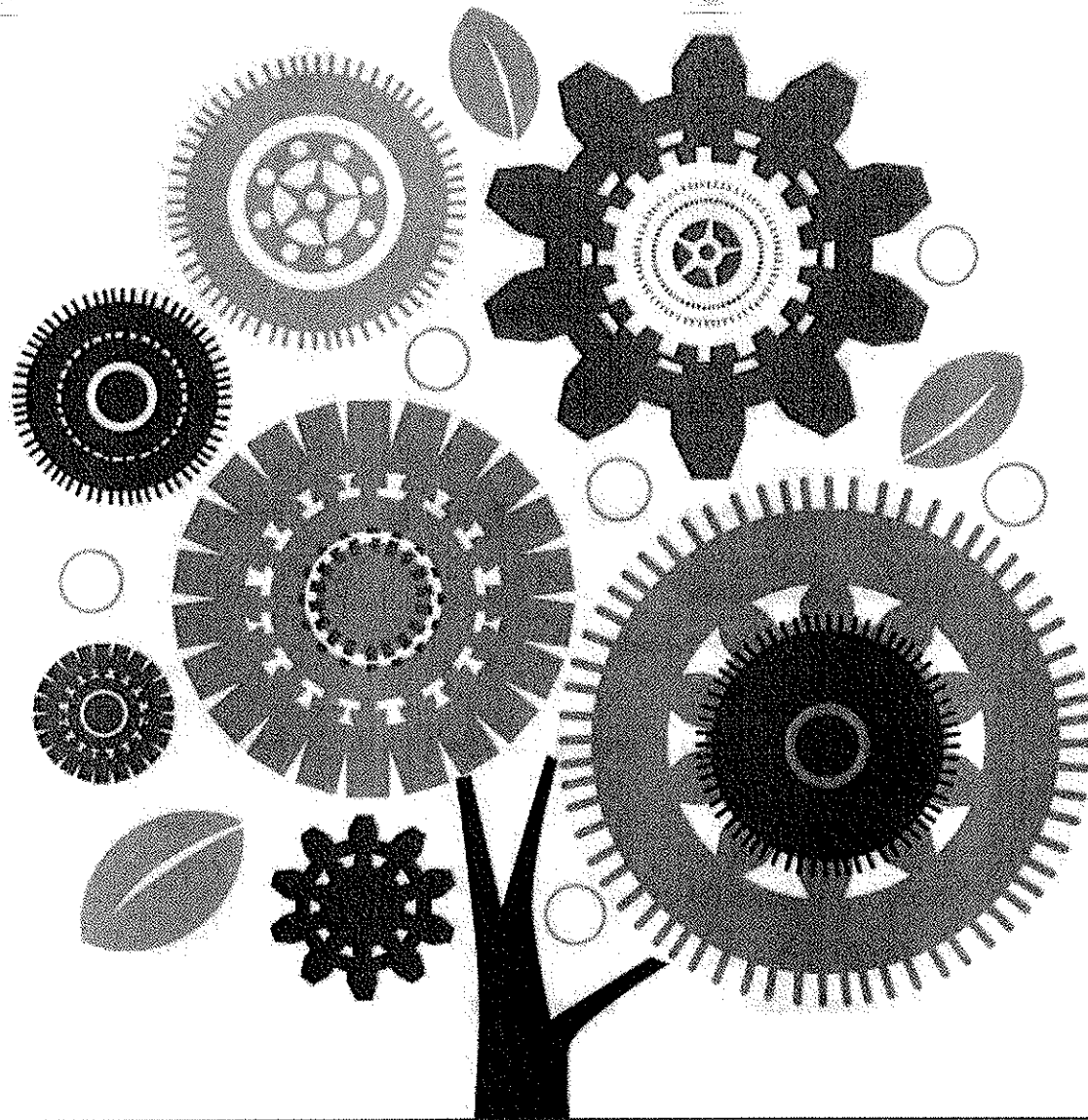
**ADAMS COUNTY**  
**COLORADO**

THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_

If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	



JENNIFER MIROWSKI  
CEO



**ENVIRONMENTAL**  
**LOGISTICS**

Strasburg Location

TOTAL BID AMOUNT (PER YEAR)

\$ 6,485<sup>00</sup>

Written Amount: Six THOUSAND Four HUNDRED EIGHTY FIVE Dollars

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, 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 and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

ENVIRONMENTAL LOGISTICS  
Company Name

MARCH 21<sup>ST</sup> 2013  
Date

Melissa M. [Signature]  
Name (Print or Type)

[Signature]  
Signature

V.P.  
Title

Note: Registration for the Basic Pilot 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.

**Project Manager**

**Josh Bliss**  
6443 Iris Way (720) 371-8657  
Arvada, CO 80004 Email: [joshdbliss@gmail.com](mailto:joshdbliss@gmail.com)

**Objective**

Seeking a Project Manager/Operations position utilizing my experience and knowledge in Landscape and Landscape maintenance

**Summary of Qualifications**

Extensive experience maintaining landscaping of large commercial properties  
Proven ability to ensure projects finish on time and on budget  
Exceptional leadership skills; responsible for managing 6-8 crews on a daily basis  
Ability to train employees, plan, assign and direct work  
Highly skilled at interpreting blueprints  
Knowledge of contract language and new contract negotiation  
Excel at understanding client needs and conducting business at a professional level  
Involvement with community board meetings, ensuring community landscaping needs and problems were resolved

**Professional Experience**

**Colorado Total Maintenance, Maintenance Supervisor** *April 2010-2012*

Responsible for all day to day operations, managing contracts, attending board meetings, managing crews, daily time, billing, and daily client property updates.

**Sunset Landscapes, Owner** *September 2007-March 2010*

Ran the daily operations as far as properties, board meetings, general labor, and budgets.

**TruGreen LandCare, Operations Manager** *February 2002-September 2007*

Responsible for preparing budgets and training new employees; Managed nearly 100 Managers, Foremen, and Laborers; Started as a landscape foreman and was routinely promoted up

**Par Electric, Field Mechanic** *January 2001-December 2001*

Repaired heavy equipment and service trucks

**Asphalt Paving Company, Diesel Mechanic** *May 1997-December 2000*

Worked on heavy equipment and service trucks and trailers

**Education and Skills**

Arvada West High School 1996-1999 / Graduated with High School Diploma  
Proficient in Microsoft Office Suite (Outlook, Excel, Word) and iCloud



Weekly Blue Grass Schedule 2013

MONDAY	TUESDAY	WEDNESDAY	THURSDAY/FRIDAY
Village Creek Park Cherokee Trail Piney Creek Trail Head Highland Park Trails Recreation Center Shotts Park	Peak View West Peak View South Peak View North Fox Hill Park Willow Trees	Lookout Pool Ridge Park Pioneer Park Toll Gate Park	Spring Creek Park Piney Creek Hollow
Native Mowing 4 Week Schedule 2013			
<b>Week 4 Native</b> Cherokee Trail Park Piney Creek Trailhead to Buckley Parker Road to Buckley Buckley Road to Tower Road Buckley Road to Tower Road 2 Piney Creek Hollow Piney Creek Regional Trail	Fox Hill Park Himsleya to Chango Chango to Williams West Tullahoma Park Pioneer Park Rivera to Saddlerock Ridge	Eaglecrest Ridge Park Eaglecrest Ridge Park 2 Annapolis Ridge Saddlerock Ridge out Partial Saddlerock Ridge out Partial 2 Saddlerock Ridge out Partial 3	<b>Week 4 Native</b> Trail Grass Open Space Meesa Open Space Dakota Park Spring Creek Park North Spring Creek Park South Country Park

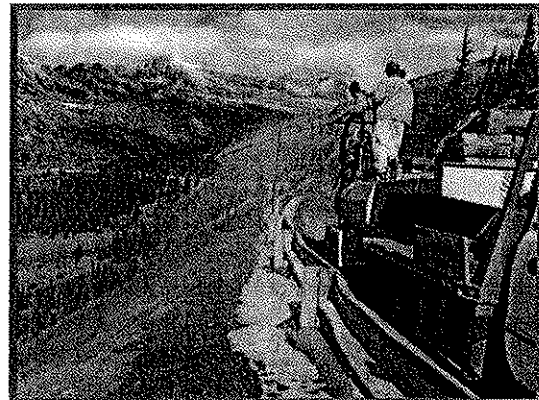
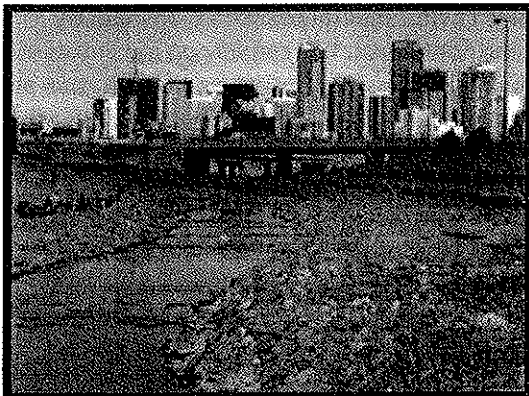
STANDARD WEEKLY SCHEDULE UPDATED DAILY AND EMAILED OUT TO CLIENT.

## Technical Expertise



*"You know the green stuff you see sprayed along the highway..."*

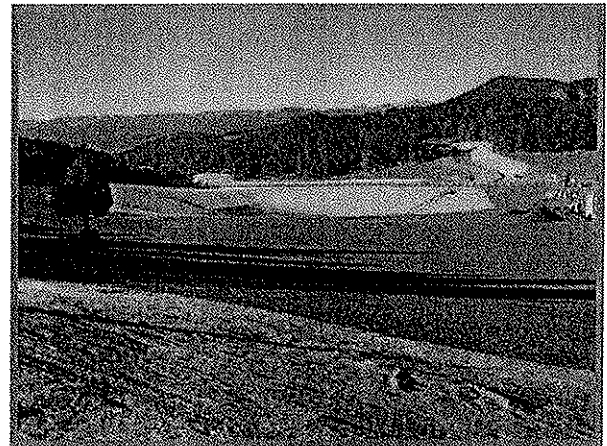
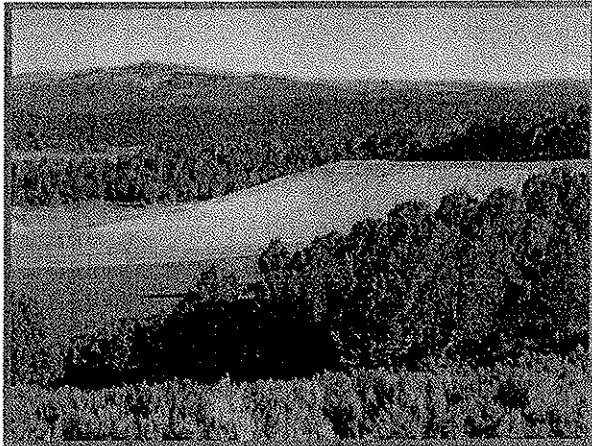
Environmental Logistics is a full service Environmental and Green Contracting Company based in Denver, Colorado. The company was started in June 1998 by Jennifer Lisle & Mike Mirowski, their hard word, determination and belief in keeping Colorado green, set them apart from their competition. The core business started with land reclamation with the focus on natural products. Natural products help restore the native surroundings, require less water and maintenance, and have the resilience needed for the ever-changing weather of the region.



Our mission:

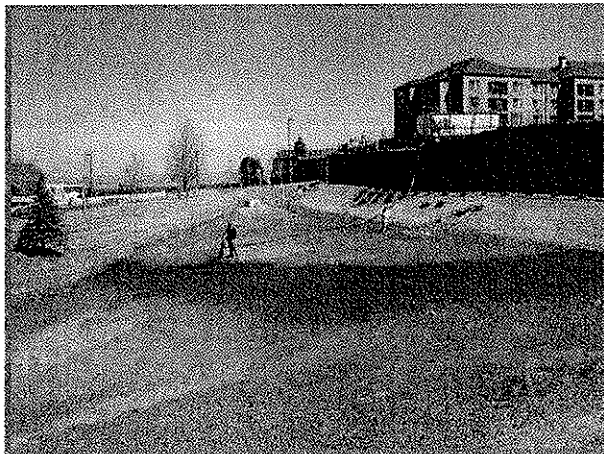
your needs, expectations and scope of work, we will create a customized maintenance program, execute it relentlessly, and then proactively enhance the landscape over time to meet long term economic and aesthetic goals. We employ the latest technology, horticultural best practices, diagnostics and equipment, and scientific knowledge to provide a consistent and superior care program to protect your landscape assets.

## WHAT WE DO



### LAND RECLAMATION

We offer high quality hydro seeding, drill seeding, and straw mulching and Terraseeding operations to achieve land capability equivalent to the pre-disturbed conditions. We have the largest inventory of reclamation equipment available in the region, and can mobilize with short notice.



Terraseeding- Seed & Soil Process



Soil Prep Staging Area I-70



Living Walls

Think Outside the Box

**LANDSCAPING/IRRIGATION**

We offer full service landscaping and irrigation services for commercial and municipal projects, from design, install and maintenance. We know the difference between “green fields” and “brown fields” and we focus on low impact development with native vegetation, and low water needs.



## EXPERIENCE

Major Past Performances: RTD – West Corridor, USACE – Omaha; Antelope Creek, FAA –



Eva  
nst  
on  
Air  
por  
t,  
Col  
ora  
do  
Spr



ings Airport, Garfield County Airport, F.E. Warren AFB, Buckley AFB, Pitkin County Airport;  
Colorado Dept of Transportation Region 6 Erosion Contractor, Independence Pass, Kinder  
Morgan, just to name a few.



**CERTIFICATIONS FEDERAL:**

SBA Certified 8(a) – Expiration 10/29/2017

SBA Certified Small Disadvantaged Business – Expiration 10/29/2017

Woman Owned Small Business

E200 Graduate

**CERTIFICATIONS NON-FEDERAL:**

Colorado DOT \* Arizona DOT \* New Mexico DOT \* Utah DOT \* City and County of Denver \* RTD

**Bonding Capacity:** \$2.5Million/\$15 Million

**Equipment Capabilities:** Available upon request

**Point of Contact:** Jennifer Mirowski – President & CEO email: [Jennifer@envlogistics.com](mailto:Jennifer@envlogistics.com)

**North American Industry Classification System (NAICS)**

115112 -Soil Preparation, Planting, and Cultivating

115116 -Farm Management Services

115310 -Support Activities for Forestry

236220 -Commercial and Institutional Building Construction

237110 -Water and Sewer Line and Related Structures Construction

237120 -Oil and Gas Pipeline and Related Structures Construction

237210 -Land Subdivision

237310 -Highway, Street, and Bridge Construction

237990 -Other Heavy and Civil Engineering Construction

238910 -Site Preparation Contractors

238990 -All Other Specialty Trade Contractors

423820 -Farm and Garden Machinery and Equipment Merchant Wholesalers

424910 -Farm Supplies Merchant Wholesalers

541330 -Engineering Services

541620 -Environmental Consulting Services

**561730 -Landscaping Services/Erosion Control**

562910 -Remediation Services

562998 -All Other Miscellaneous Waste Management Services

**KEY PERSONNEL**

Jennifer Mirowski – President, CEO

*Government Sales, general sales. Involved in day to day operations. Been in industry 24 years ranging from construction manufacturing equipment to CEO of national erosion company*

2010 - Ford F350 Flatbed (9507)
2009 - Ford F350 Flatbed (1058)
2009 - Ford Escape SUV (3085)
2008 - Dodge 2500 Pickup (4471)
2008 - Dodge 5500 Flatbed (1472)
2006 - GMC 3500 Flatbed (4241)
2005 - Chevy 4500 Flatbed (4571)
2003 - KW Semi (7073)
1997 - Fontaine Trailer (4911) 48' drop deck
1999 - International Semi (2525)
2001 - Finn T3300 Gallon Hydroseeder (1289)
1998 - Volvo Semi (3925)
2007 - EZ Lawn Hydroseeder C3300 (4327)
1997 - Ford F700 Flatbed (6567)
1994 - International Dump Truck (6409)

2006 - Diamond T Trailer (8251) 20' pull
2005 - Diamond T Trailer (7725) 20' Pull
2006 - Diamond T Trailer (7954) 20' Pull
2005 - PJ Trailer (0462) 20' gooseneck
2001 - PJ Trailer (8574) 28' gooseneck
1998 - TrailKing Trailer (5058) 18' Pull
1997 - Fontaine Trailer (4911) 48' drop deck
1995 - USCI Covered/Enclosed (0132)

2007 - Bobcat T300 Skid (7051-8385)
2007 - Bobcat S175 Skid (4469)
2012 - Skid Kubota SVL90F (0029-7613)

2009 - Silt Fence Plow (SA1067)
2009 - PowerScape Soil Prep (SA4770)

2010 - Kubota L5740 Tractor (0256)
2009 - Kubota M108 Tractor (0740)
2008 - Kubota M125 Tractor (3979-8609)
2008 - Kubota M108 Tractor (0996)
2007 - Kubota M105 Tractor (8955)
2006 - Kubota 3830 Tractor (7487)
2004 - Kubota M120 Tractor (0809)

2006 - Arctic Cat ATV 500 (6451)
2004 - Arctic Cat ATV 500 (1111)
2007 - King Kutter Crimper 1820 NBF (1697)
2006 - Brillon Chisel Plow (5060)
2003 - Knight Slinger 8118 (0047)
2002 - Bush Hog Surface Roughener (1989)
2001 - Gannon Box Grader (2543)

36" Skag w/ velke  
36" Toro w/Velke  
32" Walk behind  
44" walk behind aerator  
36" walk behind aerator



It is the policy of Environmental Logistics that injury and illness prevention shall be considered of primary importance in all phases of operations and administration.

It is the intention of the company's top management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of injury and illness is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt how to do a job safely, it is their duty to ask a qualified person for assistance.

Employees are expected to assist management in injury and illness prevention activities. Unsafe conditions must be reported. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that occurred.

When you have an injury and illness, everyone loses; you, your family, your fellow workers and the company. Please work safely. It's good for everyone.

Mike Mirowski  
VP/Owner

01-01-12  
Date

## Assignment of Responsibility

Kelly Martinez  
Name

Landscape Manager  
Title

Other safety officer will include, but will not be limited to:

Dave Jablonski  
Name

Construction Manager  
Title

Failure by any employee to comply with safety rules will be grounds for corrective discipline. Supervisors shall insist that employees observe all applicable Company, State and Federal safety rules and practices and take action as is necessary to obtain compliance.

To carry out this policy employees shall:

1. Report all unsafe conditions and equipment to your supervisor or safety coordinator.
2. Report all incidents, injuries and illnesses to your supervisor or safety coordinator **immediately**.
3. Means of egress shall be kept unblocked, well-lighted and unlocked during work hours.
4. In the event of fire, sound alarm and evacuate.
5. Upon hearing fire alarm, stop work and proceed to the nearest clear exit. Gather at the designated location.
6. Only trained workers may attempt to respond to a fire or other emergency.
7. Exit doors must comply with fire safety regulations during business hours.
8. Stairways should be kept clear of items that can be tripped over and all areas under stairways that are egress routes should not be used to store combustibles.
9. Materials and equipment will not be stored against doors or exits, fire ladders or fire extinguisher stations.
10. Aisles must be kept clear at all times.
11. Work areas should be maintained in a neat, orderly manner. Trash and refuse are to be thrown in proper waste containers.
12. All spills shall be wiped up promptly.
13. Files and supplies should be stored in such a manner as to preclude damage to the supplies or injury to personnel when they are moved. Heaviest items should be stored closest to the floor and lightweight items stored above.
14. All cords running into walk areas must be taped down or inserted through rubber protectors to preclude them from becoming tripping hazards.
15. Never stack material precariously on top of lockers, file cabinets or other high places.
16. Never leave desk or cabinet drawers open that present a tripping hazard. Use care when opening and closing drawers to avoid pinching fingers.

# SAFETY MANUAL

**TO ALL EMPLOYEES:**

ATTACHED IS A COPY OF ENVIRONMENTAL LOGISTICS SAFETY MANUAL. THESE GUIDELINES ARE PROVIDED FOR YOUR SAFETY.

IT IS THE RESPONSIBILITY OF THE OPERATIONS MANAGER TO PROVIDE AND REVIEW THIS CODE WITH EACH EMPLOYEE. IT IS THE EMPLOYEE'S RESPONSIBILITY TO READ AND COMPLY WITH THIS CODE.

ATTACHED COPY OF ENVIRONMENTAL LOGISTICS SAFETY MANUAL ARE FOR YOU TO KEEP. PLEASE SIGN AND DATE BELOW AND RETURN ONLY THIS PAGE TO:

\_\_\_\_\_  
Name

-----  
I HAVE READ AND UNDERSTAND THE CODE OF SAFE PRACTICES.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

## NOTICE OF SAFETY INFRACTION

We consider the safety of our employees to be very important. Therefore, to prevent accidents, it is our policy to strictly enforce company safety rules. Infractions of safety rules will result in the following:

# Section 3

## Employee Communication

- A bulletin board will be maintained to inform employees on matters of worker safety and health and will include a poster encouraging employees to report unsafe conditions or occupational health concerns.
- An anonymous suggestion box will be provided to facilitate employee safety and health communication. All suggestions will be reviewed by Jesse Cota who will determine if any corrective action is necessary.
- Some safety and health information may be disseminated through corporate memoranda or pay envelope inserts.

### **EMPLOYEE SAFETY INFORMATION FORM**

This form can be used by employees who wish to provide a safety suggestion, or report an unsafe workplace condition or practice.

Description of Unsafe Condition or Practice:

Date/Fecha \_\_\_\_\_

Incident/Injury or Illness Reviewed/Investigación de Incidentes/Lesiones o Enfermedades:

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

Subjects Discussed/Temas Discutidos: \_\_\_\_\_

\_\_\_\_\_

Suggestions/Sugerencias - Recommendations/Recomendaciones - \_\_\_\_\_

\_\_\_\_\_

Action Taken/Supervisor's Comments - Medidas Tomadas/Comentarios del Supervisor:

\_\_\_\_\_

Employee's Name/Signature-Nombre Del Empleado/Firma

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_

11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_

Supervisor's Name/Nombre Del

Supervisor-Signature/Firma

A. Environmental Logistics shall assure that supervisors receive training to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

B. Supervisors are responsible to see that those under their direction receive training on general work place safety as well as specific instructions with regard to hazards unique to any job assignment. When a supervisor is unable to provide the required training, he/she should notify the assigned person and request that such training given to the employee by others.

C. To insure that all employees receive appropriate training, all company employees will participate in:

- Scheduled safety meetings.
- Additional training as job duties or work assignments are expanded or changed.
- Other training programs as appropriate.

Further training will be provided whenever employees are exposed to new processes, machinery, chemicals, and/or previously unrecognized hazards. Records of all the above training will be kept by the operations manager in the office.

**EMPLOYEE SAFETY TRAINING RECORD**

This report is to be completed by the supervisor and the new employee (reassign) within ten (10) days after employment (reassignment) and filed with Beatrice

NAME \_\_\_\_\_ DATE HIRED \_\_\_\_\_ TYPE OF WORK \_\_\_\_\_



SIGNED

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**INDIVIDUAL EMPLOYEE TRAINING RECORD**

Safety Training must be provided for employees in the performance of their duties. This form will be used to document any and all employee training.

NAME \_\_\_\_\_

# Inspections and Corrections of Hazards

## **FACILITY INSPECTIONS**

*Monthly* inspections are to be conducted prior to each meeting by Kelly Martinez

Results of inspections will be reviewed by Mike Mirowski and addressed according to priority.

## Section 6

# Injury and Illness Investigation

Job Position/Title \_\_\_\_\_

Supervisor's Name \_\_\_\_\_

Date And Time Of Injury \_\_\_\_\_

Location \_\_\_\_\_

Task Being Performed When Injury Occurred \_\_\_\_\_

Date And Time Injury Reported To You \_\_\_\_\_

Name(s) Of Witness(es) \_\_\_\_\_

Witness(es) Comments \_\_\_\_\_

Incident Resulted In: \_\_\_ Injury \_\_\_ Fatality \_\_\_ Property Damage

First Aid Given? \_\_\_ Medical Treatment Required? \_\_\_ Workdays Lost \_\_\_

Describe How the Injury Or Illness Occurred \_\_\_\_\_

What Actions, Events Or Conditions Contributed Most Directly To This Injury Or Illness?

\_\_\_\_\_

Could Anything Be Done To Prevent Injuries Of This Type? If So, What?

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

Any person who makes or causes to be made any knowingly false or fraudulent materials statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

**EMPLOYEE'S REPORT OF INJURY/EXPOSURE**

Employee's Name \_\_\_\_\_

Job Position/Title \_\_\_\_\_

Shift Hours \_\_\_\_\_ Days Off \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

# Section 7

## Recordkeeping

# Access to Employee Exposure & Medical Records

**Purpose**

**3. Access**

- 3.1. Each employee or designated representative has the right to request access to his/her records. The company shall assure that access is provided in a reasonable time, place, and manner.
- 3.2. The employee may access his/her records by making a request to the immediate supervisor or Mike Mirowski. The company will release an employee's medical records only if the employee has given specific, written consent (see *Attachment A*).
- 3.3. If the company cannot reasonably provide access to the record within fifteen (15) working days, the company shall within the fifteen (15) working days apprise the employee or designated representative requesting the record of the reason for the delay and the earliest date when the record can be made available.
- 3.4. In the case of an original X-ray, the employer may restrict access to on-site examination or make other suitable arrangements for the temporary loan of the X-ray.
- 3.5. Records or copies will be provided at no cost to the employee.
  - 3.5.1. Whenever a record has been previously provided without cost to an employee or designated representative, the company may charge reasonable, non-discriminatory administrative costs (i.e., search and copying expenses but not including overhead expenses) for a request by the employee or designated representative for additional copies of the record.
  - 3.5.2. No charge for an initial request for a copy of new information that has been added to a record which was previously provided.
  - 3.5.3. No charge for an initial request by a recognized or certified collective bargaining agent for a copy of an employee exposure record or an analysis using exposure or medical records.

**4. Transfer of records**

- 4.1. Whenever Environmental Logistics ceasing to do business, the company shall transfer all records subject to this section to the successor employer. The successor employer shall receive and maintain these records.
- 4.2. Whenever Environmental Logistics ceasing to do business and there is no successor employer to receive and maintain the records subject to this standard, the company shall notify affected employees of their rights of access to records at least three (3) months prior to the cessation of business.

**5. References**

Code of Federal Regulations, Title 29 Part 1910.1020

# Emergency Action

superintendent on a job is responsible for coordinating with the client on the evacuation route and emergency procedures for the job, and thereafter advising all employees of that information.

**PROCEDURES:**

The emergency evacuation plan for a temporary job trailers or office areas shall identify the safest most direct route to the client's gate.

Due to the dispersion of our personnel around a plant it is not practical to attempt to draw evacuation maps for every unit in the facility. In lieu of evacuation plans, all personnel have been instructed to have the senior representative on their job coordinate with the client contact person to ascertain the evacuation route to be taken by client's personnel in the unit being worked at the beginning of the project. Employees will follow the individual evacuation plans to be used by client in the various jobsites. After the safe rally point has been reached, the senior employee will ask a client's representative to call the Company's site supervisor on the radio with an accurate head count and location.

In the event that an employee is the first person to spot a fire or other emergency he/she is authorized to sound an alarm. Employees shall vacate the area as soon as an alarm is sounded. The most important function of all employees is to report to the senior representative on site. Employees are not employed to fight fires.

All employees are informed of their responsibilities under this plan upon initial assignment to the plant. All employees have their emergency duties reinforced in regular safety meetings.

The Company will continue to provide a detailed emergency evacuation plan and map during all jobs and projects.



**POLICY:**

The company's safety sensitive work, the widespread availability and use of unauthorized, prohibited, illegal or controlled substances, and the company's commitment to maintain a drug free work force, requires the pre-employment, post-accident and unannounced periodic or random drug and alcohol testing of all employees. Additionally, all employees will be subject to searches and inspections of their person, vehicle and personal effects for the presence of illegal or controlled drugs, chemicals or substances, alcohol, explosives, contraband or firearms.

**ADMINISTRATION:**

**I. PROHIBITED ACTIVITY**

1. The use, bringing onto company property or job site, possession, concealment, transportation, promotion or sale of the following substances or items, by any employee, contractor, subcontractor, their employees and invitees is strictly prohibited, to wit:
  - a) Illegal drugs, unauthorized controlled substances, look-a-likes, designer, synthetic or any other drug which may affect an employee's motor functions or alter a person's perception working
  - b) Prescription drugs/over the counter medication except under the following conditions
    - i. The employee shall inform his supervisor prior to using any prescription drug or over the counter medication and receive written permission to possess such drug while working on the job.
    - ii. The prescription vial shall be labeled by the dispensing pharmacy and the label shall show the employees name, physician, prescription number, date the prescription was filled and the dosage rate. Prescriptions more than 30 days old will not be allowed.
    - iii. The over the counter medication will be in its original package or container.
    - iv. The employee shall only possess enough medication for his normal shift.
  - c) Alcoholic beverages.
  - d) Firearms, weapons, explosives, and ammunition
  - e) Unauthorized items such as stolen property or drug paraphernalia

**II. ENFORCEMENT**

1. As a condition of employment or continued employment, all employees shall be deemed to have and agreed to cooperate with the implementation of this policy and abide by its terms. In addition, as a condition of employment or continued employment, all employees shall be deemed to have agreed to the following enforcement procedures.

All positive urine specimen test results for employees on active status will be confirmed by standard laboratory procedures, generally gas chromatography/mass spectrometry (GC/MS), using a portion of the same specimen. In case of testing by means other than urine (i.e. breath or other samples), reliable laboratory or instrument testing procedures will be followed.

2. Non-Lab Testing

A visual one-step panel immunoassay for the simultaneous, qualitative detection of multiple drugs and metabolites in human urine may be used for the purpose of administering Random, Post Accident and For Cause drug screens in the field.

- a) In the event of a positive reading, the specimen will be sealed and a chain of custody form will be completed and it will be sent to a NIDA certified lab for GC/MS analysis.
- b) If the additional test results are **positive**, or if the employee fails or refuses execute the Chain of Custody forms as directed by the company, termination will result. If this additional drug screen is required and the results are positive for the presence of drugs or alcohol the employee will authorize the company to deduct, from his/her final paycheck, the sum of \$50.00 to defray its costs of administering this program.
- c) If the additional drug screen results are **negative**, the employee will be returned to work and compensated for time lost from the job.

**IV. DISCIPLINARY ACTIONS FOR POLICY VIOLATIONS**

1. **Applicants**

- a) If the final result of a pre employment drug screen is positive, the applicant will not be employed. No applicant can be reconsidered for employment sooner than six (6) months following the date of the positive drug screen.

2. **Employees**

- a) No search, inspection or drug test will be conducted without written consent. However, any employee who refuses to provide such written consent and fully cooperate with this policy will be subject to disciplinary action up to and including discharge from employment.
- b) Under certain circumstances, disciplinary action may include a mandatory referral to and enrollment in an approved rehabilitation program at the employee's expense. This action may also require an indefinite suspension of regular employment.
- c) An employee's job is not in jeopardy by reason of his voluntary admission to having a substance problem and request for help and referral to an approved rehabilitation program, provided there has been no prior violation of this policy, and the employee has not previously been through rehabilitation while employed with the company, and further provided that such request is made prior to, and well in advance of, any consideration of being tested under the provisions of this policy. The cost of this

6. The employee cannot use as a defense against termination the existence or availability of a rehabilitation program or make any claim that participation in any program is a reason for reinstatement or job retention.

## VII. CLIENT REQUIREMENTS

In the event that any of our client's have Drug Testing Guidelines that are more stringent than those outlined above, the client's guidelines will be followed for all work done with that client. Examples of more stringent guidelines include but are not limited to:

1. A greater number of substances (panels) to be tested for
2. A lower detection/cut off levels
3. Specified number or percent of employees to be tested on the site
4. DOT or similar mandated programs

**PURPOSE:**

Fire Prevention/Protection Policy is intended to provide compliance with all related OSHA regulation and standard safe work practice. The purpose of the policy is to prevent fires and to provide guidelines for action in the event that a fire does occur.

Fire prevention program combines the following policies:

- HazCom Training Policy
- PPE Policy
- Electrical Safety Policy
- Emergency Action Plan

These policies encompass methods used for incidence avoidance, incident response and specialized training required in the event of a fire.

Issues addressed in the above policies include, but are not limited to:

- Evacuation Procedure
- Extinguisher Training
- Basic Process Safety Training (if applicable)
- Hot Work Safety Training (if applicable)
- Confined Space Entry Safety Training (if applicable)
- Emergency Life Support Training
- Respiratory Protective Devices Training (if applicable)
- Assured Grounding Programs

**POLICY:**

Employees shall be informed of the proper actions to take in the event of a fire. This includes, but is not limited to; notification and evacuation procedures. It is **STRESSED** that at no time does the task of fighting fire supersede an employee's primary duties of:

- Ensuring their own personal safety and the safety of others.
- Reporting the incident to the proper authority and ensuring personnel accountability for yourself and all subordinates at the jobsite, in accordance with company and client policy.

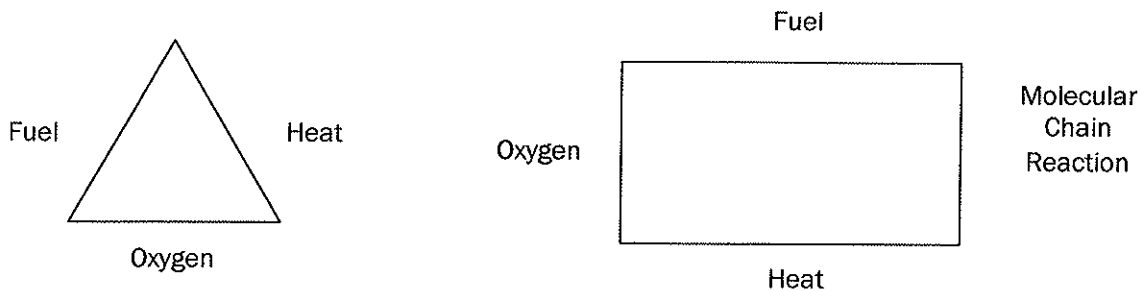
**PROCEDURE:**

- All employees are responsible for good housekeeping practices to enhance fire prevention methods. Supervisors will be held accountable for the housekeeping of their job sites.
- If applicable, welding machine mufflers will be equipped with an approved spark arresting muffler.
- Only approved containers will be used during fueling operations. These shall be of the self-closing type.
- Flammable material shall be kept under the control. It shall be stored in compliance with applicable OSHA and client regulations. The quantity of

- Know the evacuation routes and collection points
- If the fire cannot be extinguished, leave the area immediately and report to your evacuation area
- Await further instructions from the Incident Commander, or designated responsible personnel

**BASIC FIRE SCIENCE:**

- The combination of fuel, heat, oxygen equals the well-know fire triangle. To understand fire better, a fourth factor is added, a molecular chain reaction. This is due to the fact that fire results from a series of reactions in which complicated molecules "crack" into easily oxidized fragments. Disruption of this chain, along with the removal of fuel, heat or oxygen, is recognized as a method of fire extinguishment through the use of dry chemical extinguishers.



- **Heat Energy** - Can be produced by building up molecules (composition) or breaking apart (decomposition) by heat or a solution when materials are dissolved in a liquid, or by combustion.
- **Heat Transfer** - A law of physics states that heat tends to flow up from a hot substance or place to a cold substance or place. This is through conduction (transfer of heat through a medium such as metals) or through convection (transfer of heat with a medium-usually circulatory).
- **Fuels** - Those substances that will burn when heat is applied. The most common fuels are not pure elements such as carbon, but compounds and mixtures such as paper and wood.
- **Oxygen** - Makes up a major portion of the oceans and earth's crust and one-fifth of our atmosphere. Atmospheric oxygen is the major source of oxygen that supports combustion. Oxygen itself does not burn, however, without it, combustion is impossible. Normal burning is the combination of fuels with oxygen under the influence of heat.
- **Combustion** - A rapid oxidation or chemical combination accompanied by heat.
- **Oxidation** - The ability of materials to produce oxygen during a chemical reaction.
- **Spontaneous Combustion** - When oxidation is allowed to occur, enough oxygen is available, heat is produced, molecules become more energetic and combine with oxygen at an increasing rate, temperatures rise and visible heat (flames) are produced.

**CLASSES OF FIRES:**

- Class A - Ordinary combustibles (wood/paper/textiles)

# First Aid & Bloodborne Pathogens

## 1.0 Policy

- Using eye patches
- Using simple irrigation or a cotton swab to remove foreign bodies not embedded in or adhered to the eye
- Using irrigation, tweezers, cotton swab or other simple means to remove splinters or foreign material from areas OTHER than the eye
- Using finger guards
- Using massages
- Drinking fluids to relieve heat stress

**Illness** can be classified as a skin disease/disorder, respiratory condition, poisoning, or other illnesses resulting from an event in the work environment. Examples include, but are not limited to:

- Contact dermatitis
- Eczema
- Silicosis
- Asbestosis
- Toxic inhalation
- Poisonings by lead, mercury, or other metals
- Poisonings by carbon monoxide, hydrogen sulfide, or other gases
- Poisonings by organic solvents or by other chemicals
- Heatstroke, sunstroke, heat exhaustion, or other heat-related factors
- Freezing, frostbite, or other cold-related factors
- Effects of Non-ionizing radiation (welder's flash or lasers)
- Bloodborne Pathogenic diseases
- Microbial Exposure
- Ionizing Radiation

**Injury** means any wound or damage to the body resulting from an event in the work environment. Examples include:

- Cut/Laceration
- Puncture
- Abrasion
- Contusion/bruise
- Fracture
- Chipped tooth
- Amputation
- Insect bite
- Electrocution
- Thermal, chemical, electrical or radiation burn
- And, sprain/strain injuries to muscles, joints and connective tissues when the result from a slip, trip, fall or other similar accident

**Medical Treatment** means the managing and caring for a patient for the purpose of combating disease or disorder. The following activities are NOT medical treatment:

- First aid
- Visits to a doctor solely for observation or counseling

### State or Federal Safety and Health Regulations.

Transportation of injured persons will be by ambulance unless a volunteer chooses to assist by driving the injured employee to a medical facility. If there is any question as to the best method of transportation an ambulance should be utilized.

When our company's strategy for providing access to First Aid/CPR involves the use of "first responders", a First Responders Program should be established and administered at the local level. The Safety Officer is responsible for monitoring and maintaining this program, if implemented.

#### **5.2a Elements of the First Responder Program should include:**

1. Safety Officer must be certified in basic First Aid & CPR per a recognized certification source such as the Red Cross, local hospital, etc. The Red Cross first aid course and CPR course are approximately 8 hours in duration. CPR requires annual refreshers. First Aid requires refreshers every three (3) years.
2. Branch Safety Officer will seek employees who wish to volunteer to be trained and certified in basic First Aid & CPR per a recognized certification source as defined by local or State requirements. These employees must maintain "current" First Aid and CPR certification, appropriately documented, in their personnel file.
3. Basic First Aid & CPR will be administered by First Responders only to stabilize the employee until professional medical attention can be provided.
4. Due to the potential occupational exposure to First Responders, it is the responsibility of the Safety Officer or his/her designee to develop and follow an Exposure Control Program, where and to the extent such a program is required by OSHA 29CFR 1910.1030 - Bloodborne Pathogens Standard and Policy Section 9 - Bloodborne Pathogens. (This program is not required unless First Aid/CPR response is a required part of an employee's job description and function at our company. However, we will still encourage Voluntary Responders to learn and follow universal precautions.)

#### **5.3 Employee First Aid / CPR.**

Employee training in basic First Aid and cardiopulmonary resuscitation (CPR) is encouraged because of its value and benefit to individuals, their families and the community.



supplies specified in the inventory on Attachment B. The physician's approval of the inventory list is not required, but may be needed to address unusual exposure situations.

**IMPORTANT:** If an employee declines First Aid and/or medical treatment for a reported on-the-job injury after the Supervisor recommends it, that employee should NOT be allowed to continue work. Supervisors should discuss each situation with the Safety Officer or Project Manager before allowing that employee to return to duty.

The Safety Officer, or someone he/she may designate, is responsible for checking and maintaining the First Aid Cabinets. Supervisors on jobsites are responsible for assuring suitable supplies are provided in the first aid kits on-site or in their vehicles. This person will take a weekly inventory of supplies and make sure the station or kit remains adequately stocked.

Because of the variety of operations that the Company is involved in, it is suggested that consultation with the Facility's designated medical treatment facility be arranged to determine if the First Aid Kits are adequate for the operational exposures of your particular workplace. Attachment B can be photocopied and used as a guide for re-ordering supplies.

## 5.5 Emergency Eye / Body Wash Stations

Where the eyes and/or body of any employee may be exposed to injurious chemical / corrosive materials, suitable eye and/or body drenching and/or flushing facilities shall be provided whether at an our facility or at a temporary worksite. Emergency eye and/or body wash stations can be either of temporary or permanent installation.

In areas where the extent of possible exposure to injurious chemical / corrosive materials is very low, a specially designated pressure controlled and identified water hose can be used when proper personal protective equipment also is used (e.g. full face shield). The hose system must be equipped with a proper face and body wash nozzle and provide copious amounts of low velocity potable water. An appropriate portable eye wash device containing not less than one gallon of potable water, would also be acceptable under these conditions.

At locations where hazardous chemical / corrosive materials are handled by employees (e.g. battery servicing facility), proper eyewash and body drenching equipment must be available. Although OSHA has not adopted specific requirements regarding flow rates for drenching/flushing facilities, ANSI Z358.1 provides detailed information regarding the installation and operation of emergency eyewash and shower equipment, including the requirements for flow rate.

Section 4.1 of ANSI Z358.1 specifies that emergency shower heads shall be capable of

If an employee is a First Responder or decides to be a "Good Samaritan" and provides first aid on an injured victim involving blood or bodily fluids, personal protective equipment must be used and Universal Precautions followed treating all bodily fluids as infectious. Refer to OSHA 29CFR 1910.1030 - Bloodborne Pathogens Standard and Policy Section 9 – Bloodborne Pathogens for specific information.

In addition to those items listed in Appendix 20-B and/or possibly required by a consulting physician, First Aid Stations must at least include the following supplies:

1. latex gloves
2. one-way valve CPR mask
3. biohazard bags
4. plastic baggies
5. tongs

### 6.0 References

**OSHA 29 CFR 1926.50**

**OSHA 29 CFR 1910.151**

**IMPORTANT**

**Employee Owned – Personal Protective Equipment**

**Environmental Logistics shall provide all PPE equipment at time of hire at no cost. If employee neglects or loses PPE articles, they are available for purchase from our safety manager, or you may provide your own.**

**PERSONAL PROTECTIVE EQUIPMENT (PPE) TRAINING –**

Employees expected to wear Personal Protective Equipment (PPE) will be trained as follows:

- Exposures and how to identify them
- Types of PPE to wear as protection from each exposure
- When to wear them
- How to wear PPE properly

**PPE USE –**

**Head Protection**

Approved hard hats must be worn if employees could be struck by falling objects, are in danger of striking their heads on fixed objects, or there is a shock hazard from working near exposed electrical conductors.

Do not drill holes in the hard hat for ventilation; it destroys the integrity to protect you from blows to the head.

Hard hats shall comply with ANSI Z89.1-1986, Class A or B. Class B is required for exposure to high voltage shocks, above 600 volts.

Where there is risk of injury from hair entanglements in moving parts of machinery, combustibles, or toxic contaminants, employees shall confine their hair with nets, or other suitable restrictive devices to eliminate the hazard.

**Eye and Face Protection**

- Hot work

No glove can protect against all hazards so select the appropriate glove for the job.

Where there is risk of injury from glove entanglement in moving parts of machinery, employees shall not wear gloves and use other methods to protect their hands from injury exposure.

Jewelry, such as rings has caused the loss of many fingers. Be aware that wrist watches, and other jewelry can be caught in moving machinery, or caught on a protruding hook or nail. Never wear metallic jewelry or other objects when working around electrically energized equipment.

### **Foot Protection**

For work in areas where feet are in danger of:

- Being struck by falling, or heavy rolling objects and crushed or penetrated, steel-toed shoes, or steel covers are recommended.
- Working around boards with nails, or scrap metal, you need protection from punctures.

### **Hearing Protection**

Hearing protection will be made available to all employees exposed to sources of noise 85 dB or greater, as measured by a sound level meter or identified by the contracting company. In general, anytime someone must elevate their voice to be heard, hearing protection will be worn.

Hearing protector equipment consists of ear plugs (various NRR) or muffs (industrial).