

**ADAMS COUNTY**  
**CONSTRUCTION CONTRACT 2018.200**  
**SHOOTING RANGE SOIL REMEDIATION AND DEMOLITION**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 22 day of May, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, MT2, LLC, located at 14045 W 66<sup>TH</sup> Ave, Arvada, Colorado 80004, hereinafter referred to as the "Contractor."

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

**1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR**

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

**2018.200 Shooting Range Soil Remediation and Demolition**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.

- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in

accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. 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. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

- 2.1. 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:
- 2.2. 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.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

- 2.7. 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.
- 2.8. 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).
- 2.9. If Contractor violates this Section II 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.

### **3. RESPONSIBILITIES OF THE COUNTY**

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

### **4. TERM**

- 4.1. Term of Agreement: This Agreement shall be for one year from the date of this agreement.
- 4.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, 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.

## **5. PAYMENT AND FEE SCHEDULE**

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the not to exceed cost of four hundred twenty thousand dollars and zero cents (\$420,000.00).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. 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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## **6. LIQUIDATED DAMAGES**

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000		7,000

6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **8. WARRANTY**

8.1. 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.

## **9. SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

## **10. CHANGE ORDERS OR EXTENSIONS**

10.1. 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 Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

10.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

11.1.1. Work to be completed, if any; and,

11.1.2. Work not in compliance with the Agreement, if any; and,

11.1.3. Unsatisfactory work for any reason, if any.

- 11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

## **12. CLEAN-UP**

- 12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

## **13. PROJECT ADMINISTRATION**

- 13.1. The Project Manager for this Agreement shall be Jen Rutter, who can be reached by phone at 720-523-6841. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

- 13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

- 13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

- 13.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

## **14. NONDISCRIMINATION**

- 14.1. 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.

14.1.1. 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.

## **15. INDEPENDENT CONTRACTOR**

15.1. 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 State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **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.**

## **16. INDEMNIFICATION**

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

## **17. INSURANCE**

17.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000



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

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

Personal Injury Protection Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. Professional Liability Insurance\*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence \$1,000,000

\*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.

17.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

17.2.1. 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.

17.2.2. 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.

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

17.3. 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 becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and 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 to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

## **18. TERMINATION**

- 18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 18.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, 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.
- 18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

## **19. BONDING:**

- 19.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

## **20. MUTUAL UNDERSTANDINGS**

- 20.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,

20.7.2. Immediately upon hand delivery; or,

20.7.3. Immediately upon receipt of confirmation that an E-mail was received.

20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Community and Economic Development

Contact: Jen Rutter

Address: 4430 S Adams County Parkway

City, State, Zip: Brighton, Colorado

Phone: 720-523-6841

E-mail: jrutter@adcogov.org

Department: Adams County Purchasing

Contact: Bethany Bonasera

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6056  
E-mail: bbonasera@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: MT2, LLC  
Contact: James M. Barthel  
Address: 14045 W 66<sup>th</sup> Ave  
City, State, Zip: Arvada, Colorado 80004  
Phone: 303-456-6977  
E-mail: jbarthel@mt2.com

20.8. 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.

20.9. 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.

20.10. 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.

20.11. 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.

The remainder of this page is left blank intentionally.

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

**ADAMS COUNTY COLORADO  
BOARD OF COUNTY COMMISSIONERS**

Mary Hodge      5-21-18  
Mary Hodge      Date

**MT2, LLC** Metals Treatment Technologies, LLC

James M Barthel      05.09.18  
Signature      Date

James M Barthel      President/CEO  
Printed Name      Title

**ATTEST:**

Stan Martin, Clerk and Recorder

Lianna Sandy  
Deputy Clerk

**APPROVED AS TO FORM:**

D. Ebert  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

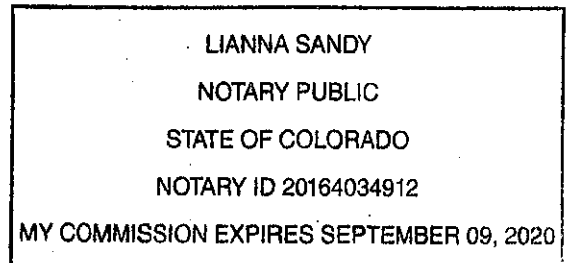
COUNTY OF JEFFERSON )

STATE OF COLORADO )SS.

Signed and sworn to before me this 9th day of May, 2018,

by James M Barthel,

Lianna Sandy  
Notary Public



My commission expires on: 09.09.20

## 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:

Metals Treatment Technologies, LLC


Company Name

05.09.18

Date

James M Barthel

Name (Print or Type)

  
Signature

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

**ADAMS COUNTY SHOOTING RANGE  
DEMOLITION AND SOIL REMEDIATION  
UNIT PRICE SCHEDULE**

ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
<b>1</b>	<b>MOBILIZATION</b>				
1a	1	LS	Mobilization & Demobilization	\$22,000	\$22,000
1b	1	LS	Performance & Payment Bond	\$11,000	\$11,000
1c	20,000	\$\$	Force Account	\$1.00	\$20,000
<b>2</b>	<b>DEMOLITION</b>				
2a	1	LS	Asbestos Abatement	\$5,250	\$5,250
2b	1	LS	Debris Removal	\$33,000	\$33,000
2c	1	LS	Building Demolition	\$38,000	\$38,000
2d	1	LS	Range Demolition	\$27,500	\$27,500
2e	1	LS	South Range Floor Demolition	\$8,500	\$8,500
<b>3</b>	<b>EXCESS RISK SOIL REMEDIATION</b>				
3a	1	LS	Surficial Lead Recovery	\$9,500	\$9,500
3b	1	LS	Lead Screening	\$15,500	\$15,500
3c	2000	BCY	Category I Excess Risk Soil Excavation	\$13.00	\$26,000
3d	2000	BCY	Category I Excess Risk Soil Treatment	\$45.00	\$90,000
3e	2000	BCY	Category I Excess Risk Soil Placement	\$12.00	\$24,000
3f	200	BCY	Category II Excess Risk Soil Excavation	\$10.00	\$2,000
3g	200	BCY	Category II Excess Risk Soil Treatment	\$45.00	\$9,000
3h	200	BCY	Category II Excess Risk Soil Placement	\$12.00	\$2,400
3i	700	BCY	Soil with Munitions Debris Excavation	\$10.00	\$7,000
3j	700	BCY	Soil with Munitions Debris Placement	\$12.00	\$8,400
3k	1	LS	Temporary Cover Placement	\$1.00	\$7,000
<b>4</b>	<b>EROSION AND SEDIMENT CONTROL</b>				
4a	1	LS	Temporary Erosion and Sediment Control	\$9,500	\$9,500
4b	1	LS	Erosion and Sediment Control Inspection and Maintenance. Assume six months of inspection and maintenance.	\$7,500	\$7,500
<b>5</b>	<b>SURVEYING</b>				
5a	1	LS	Surveying	\$37,000	\$37,000

**TOTAL = \$420,000**

**TOTAL =**  
**Four hundred and twenty thousand dollars**

(USE WORDS)

Quantities are not guaranteed. Final payment will be based on actual quantities.



**COPY**

## **Proposal**

**RFP-BB-2018-200 SHOOTING RANGE**

**DEMOLITION AND SOIL REMEDIATION**

**ADAMS COUNTY FIREARMS TRAINING FACILITY**

***Prepared for:***

**Ms. Bethany Bonasera, Contracts Spec III  
Adams County Government Center  
1st Fl Central Lobby Receptionist  
4430 S Adams County Pkwy  
Brighton, CO 80601**

***Prepared by:***

**MT2, LLC  
14045 W 66th Ave; Arvada, CO 80004  
www.mt2.com 888-435-6645**

***February 6, 2018***





Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

**SUBMISSION:** It is imperative you address your submittal envelope as follows:

**Mailing Address:**

Adams County Government Center  
Purchasing Division C4000A  
4430 South Adams County Parkway  
Brighton, CO 80601

ATTN: Bethany Bonasera  
Contract Specialist III  
RFP-BB-2018.200

**Hand Deliveries accepted:**

Adams County Government Center  
First Floor Central Lobby Receptionist  
4430 South Adams County Parkway  
Brighton, CO 80601

ATTN: Bethany Bonasera  
Contract Specialist III  
RFP-BB-2018.200

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.

☒ YES

☐ NO

Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?

☐ YES

☒ NO

Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.

☒ YES

☐ NO

Requirements met and response included?

☒ YES

☐ NO

May any other governmental entity avail itself of this Agreement and purchase any and all items specified?

☒ YES

☐ NO

Have all the addendums been acknowledged and enclosed?

☒ YES

☐ NO

Original and the number of copies specified enclosed including electronic copy?

☒ YES

☐ NO

Has a duly authorized agent of the contractor signed the Contractor's Statement?

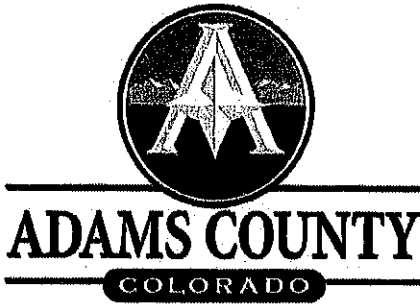
☒ YES

☐ NO

Is pricing form enclosed in a separate sealed envelope?

☒ YES

☐ NO



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Metals Treatment Technologies, LLC  
Contractor Name

James M Barthel  
Printed or Typed Name

Signature

President/CEO  
Title

2/6/18  
Date

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.



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
CONTRACTOR'S STATEMENT**

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

**WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF**

Addenda (list all): 1 (1/17/18) 2 (1/31/18)

Metals Treatment Technologies, LLC 2/6/18  
Contractor Name Date

 James M Barthel  
Signature Printed Name

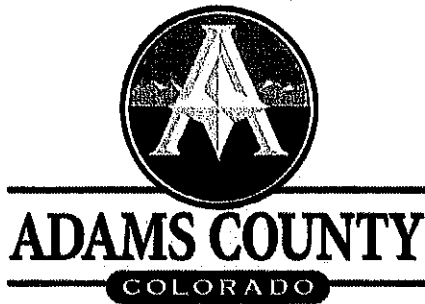
President/CEO  
Title

14045 W 66th Avenue  
Address

Arvada, CO 80004 Jefferson  
City, State, Zip Code County

303-456-6977 303-456-6998  
Telephone Fax

jbarthel@mt2.com  
Email



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

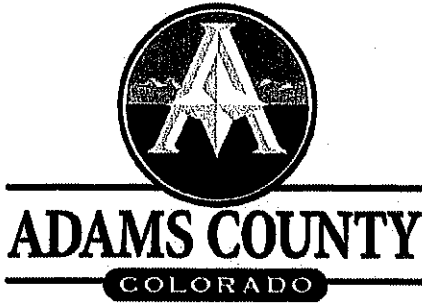
**REQUEST FOR PROPOSAL  
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

**Company Name** Aprapahoe County Sheriff's Office  
**Address** 9008 N Highway 85, Littleton, CO 80125  
**Reference Name** Dave McCaslin  
**Reference Email Address** dmccaslin@arapohogov.com  
**Telephone Number** 720-334-4617  
**Project Name** Highlands Ranch LETF Lead Removal, Maintenance, & Remediation  
**Value** \$ 74,452

**Company Name** Aurora Police Department  
**Address** 15151 E. Alameda Pkwy, Aurora, CO 80012  
**Reference Name** Sgt Jon Kessler  
**Reference Email Address** jkessler@auroragov.org  
**Telephone Number** 303-739-6876  
**Project Name** Firing Range Lead Removal and Environmental Remediation  
**Value** \$ 47,899

**Company Name** Council Bluffs Airport Authority  
**Address** 101 McCandless Lane, Council Bluffs, IA 51503  
**Reference Name** Andy Biller  
**Reference Email Address** andybiller@cbairport.com  
**Telephone Number** 402-599-0484  
**Project Name** Former Law Enforcement Shooting Range Lead Removal  
**Value** \$ 37,000



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

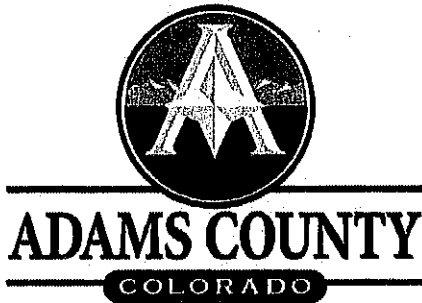
**REQUEST FOR PROPOSAL  
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

**Company Name** New York City Dept of Environmental Quality  
**Address** 59-18 Junction Blvd; Flushing NY 11373  
**Reference Name** Wei Yu  
**Reference Email Address** weiy@dep.nyc.gov  
**Telephone Number** 720-334-4617  
**Project Name** NYPD Rodman's Neck Lead Removal, Maintenance, & Remediation  
**Value** \$ 4,365,000

**Company Name** McGinley & Associates  
**Address** 1815 Maestro Drive, Reno, NV 89511  
**Reference Name** Tony Dimpel  
**Reference Email Address** tdimpel@mcgin.com  
**Telephone Number** 775-829-2245  
**Project Name** Firing Range Closure and Remediation  
**Value** \$3,584,092

**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Reference Name** \_\_\_\_\_  
**Reference Email Address** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Project Name** \_\_\_\_\_  
**Value** \_\_\_\_\_



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
TERM OF ACCEPTANCE FORM**

Request for Proposal # RFB-BB-2018.200

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) N/A
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

Metals Treatment Technologies, LLC

Contractor Name



Authorized Signature

James M Barthel

Printed Name

President/CEO

Title

2/6/18

Date



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
COVER SHEET ADDENDUM 1**

---

RFP Issue Date:	January 12, 2018
RFP Number:	RFP-BB-2018.200
RFP Title:	<b>SHOOTING RANGE DEMOLITION AND SOIL REMEDIATION</b>
Pre-Proposal Meeting:	<b>MANDATORY January 24, 2018 2:00pm MT</b> 14451 Riverdale Road Brighton, CO 80601
RFP Questions Due:	January 29, 2018
Proposal will be received until:	February 6 <sup>th</sup> , 2018 2:00 MT, Our Clock 4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Bethany Bonasera, Contract Specialist III 720-523-6056
Email Address:	<u><a href="mailto:bbonasera@adcogov.org">bbonasera@adcogov.org</a></u>

**RFP 2018.200 ADDENDUM 1 SOIL REMEDIATION AND DEMOLITION**

The purpose of this addendum is to clarify the mandatory walk through date:

The mandatory walk through is scheduled as follows:

**January 24, 2018 2:00pm MT**  
14451 Riverdale Road Brighton, CO 80601

End of Addendum 1





Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
COVER SHEET ADDENDUM 2**

---

RFP Issue Date: January 12, 2018

RFP Number: RFP-BB-2018.200

RFP Title: **SHOOTING RANGE DEMOLITION  
AND SOIL REMEDIATION**

RFP Questions Due: January 29, 2018

Proposal will be received until: February 6<sup>th</sup>, 2018 2:00 MT, Our Clock  
4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

For additional information please contact: Bethany Bonasera, Contract Specialist III  
720-523-6056  
Email Address: [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)

## **RFP 2018.200 ADDENDUM 1 SOIL REMEDIATION AND DEMOLITION**

The purpose of this addendum is to answer all submitted questions for this project.

1. Item 8, pg. 3 talks about excavating septic tank and consolidating in Soil Placement Area. However under Division 02 pg. 1 item 9 it says septic tank should be disposed off-site. Should tank be disposed of off-site?
  - A. Abandon the tank in-place in accordance with Section 6.8 of TriCounty Health Department Regulation No. 0-17 (On-Site Wastewater Treatment Systems).
2. On drwg. C005 SRLB-11 is shown twice on table? Correct. The points and coordinates for area SLRB-11 were inadvertently repeated in the table. Also the table refers to SRLB-31 is this supposed to be SRLB-21?
  - A. The table is correct. The label on the plan view of the drawing is incorrect, and should be relabeled as SRLB-3I (SRLB stands for South Range Left Berm. "3" stands for berm #3, "I" stands for inside.)
3. Would it be possible to get access to the range in the next day or two?
  - A. We will not be able to set up anything at this time for access to the range.
4. Also would it be possible to get the cad drawings for the survey points?
  - A. The CADD files are in a separate Attachment

End of Addendum 2



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

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**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
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Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

Page 1

## 1.0 EXECUTIVE SUMMARY

MT2's Shooting Range Demolition and Soil Remediation Cleanup proposal is based on our extensive "been there and done that" proven methods and technologies that provide **maximum value** to Adams County through: 1) our understanding and expert performance on similar range projects and 2) our record of safely meeting project specifications associated with: expeditiously and compliantly performing demolition and waste disposal for wastes associated with shooting ranges, minimizing contaminated soil through proprietary soil excavation/handling, executing proven integrated lead reclamation and recycling; guaranteeing our proprietary ECOBOND® treatment of lead-impacted soils to meet project specifications; and ensuring that only non-hazardous soils that meet project criteria remain on-site.

In addition, MT2 can demonstrate that we have completed larger or similar-sized range maintenance or range closure projects in residential areas that required enhanced safety measures to protect nearby residents and residences. MT2 offers to complete the proposed work for this project using similar methods and techniques to protect adjacent properties. Examples include: a range closure at the Joint Base Lewis McChord (WA), lead maintenance at the Aurora Police Department Firearms Training Range (CO), and Closure of the Phoenix Trap and Skeet Club (AZ), all in areas next door to residential areas.

### **MT2 proposal integrates MT2's unmatched shooting range demolition and soil remediation closure service credentials and capabilities including:**

- ✓ **MT2's Liability Defender Compliance & Performance Promise:** Your choice of a lead reclamation contractor could expose your range to US EPA hazardous waste fines up to \$10,000 per day and potential criminal charges. A range owner ALWAYS retains responsibility for ALL lead waste and materials derived from their range even if it is their chosen contractor that improperly handles, transports, or disposes of the lead waste. MT2 has never received a US EPA violation, penalty or fine, and we have never left a project uncompleted. ***Our promise to you:*** MT2 is committed to stand with you and defend your firing range from the liability of lead hazards. ***We offer \$10,000,000 environmental and pollution liability coverage to protect range owners from claims or occurrences of lead hazard violations, penalties and cleanup expenses.***
- ✓ **Experienced, Professional Contractor:** ***MT2 is recognized as the nation's leading provider*** of firing range lead removal, range maintenance services, and range closure services. We maintain offices and crews nationwide, and with experienced crews ready to respond to fulfill the needs and schedule for your project. ***MT2 has completed over 2,000 firing range projects nationwide.***
- ✓ **Cost and Schedule Management:** ***MT2's considerable experience completing a variety of range remediation and construction projects involving multiple contractors and subcontractors will ensure that the project is completed correctly, in compliance, within budget, and on time.*** MT2's remediation and construction management services and capabilities include construction management oversight; contract management; project budget and schedule controls; quality assurance and risk management; project documentation; and submittal processing and project close-out.



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

Page 2

- ✓ **Staff Experience and Expertise:** *Our personnel have on average 24 years industry experience.*  
This expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms. MT2 field staff maintain applicable OSHA HAZWOPER certifications. MT2 Project management team proposed for this project will consist of a Program Manager, Project Manager, Site Supervisor, and Demolition Supervisor with over 100 years combined experience providing firing range and site closure project execution and management.
- ✓ **Unmatched Colorado and Adams County Experience than any other firm:** *The MT2 Team brings more Colorado firing range environmental remediation experience than any other firm.*  
MT2's experience includes completion of range maintenance for the Adams County Range in 2004 and 2010 where MT2 reclaimed over 50,000 pounds of lead bullets and applied ECOBOND® to ensure the safety of range users and the environment.

In addition, MT2 has unmatched experience providing range maintenance and range closure in Colorado for customers such as Broomfield Police Department, Colorado Department of Corrections (multiple ranges state-wide), USAF Academy, Magnum Shooting Center (Colorado Springs), Buckley AFB CATM Range, City and County of Denver, Aurora, Loveland, and Colorado Springs Police Departments; Highlands Ranch LETF; El Paso County, Peterson AFB (range closure), Lowry AFB (range closure), and La Plata County Sheriff's Department (range closure); Cherry Creek State Park; Colorado Division of Wildlife; Boy Scouts of America and US Forest Service Rampart Range in Colorado Springs among other projects.

- ✓ **Local Presence:** *MT2 is uniquely qualified to cost-effectively complete this project.* MT2 is the nation's recognized leading provider of firing range lead removal and remediation services. We maintain offices and crews nationwide, and are **based in Arvada, Colorado with local experienced crews ready to respond immediately to fulfill the needs and schedule for the County's shooting range remediation project.**
- ✓ **Cost-effective Demolition of Range structures and appurtenances:** With our extensive shooting range experience, **MT2 regularly demolishes and provides compliant waste characterization and waste disposal of structures and appurtenances found at ranges including: concrete, timbers, steel, storage buildings, class rooms, baffles, bullet traps and range walls.** MT2 estimates that we have demolished 200-300 range structures and provided waste management to dispose of these materials. In addition, MT2 has completed asbestos abatement, tank removals, and universal waste disposal services that allow us to provide a complete solution for demolition services.
- ✓ **Lead Removal and Recycling Expertise:** MT2 has performed lead removal and recycling nationwide using a variety of **proprietary lead separation technologies to remove and recycle over 15,000,000 lbs. of lead.** To maximize lead recovery, MT2 will use one of our proven proprietary lead separation systems. Each system utilizes a multi-tiered screening plant to separate lead from soils based on size and one of our proprietary pneumatic separation units (PSU) to "finish" the separation process by separating lead from like-size materials based on density. In addition, MT2 will utilize our contracts with lead recyclers nationwide to ensure top dollar is returned for lead.



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

Page 3

- ✓ **Lead-Contaminated Soil Treatment Expertise:** MT2 is the Nation's sole provider of patented and proprietary ECOBOND® technology to treat lead-impacted soils during firing range closure projects. ***ECOBOND® provides a permanent and cost-effective alternative to alternative and cement which is typically more complex and expensive to apply than ECOBOND®, or pH adjustment amendments such as lime which typically only provide a short-lived solution.*** ECOBOND® has been previously approved by both the US EPA and State of Colorado, including previous treatment at Adams County Range during range maintenance in 2004 and 2010. Overall MT2 has used ECOBOND® to successfully treat over 10,000,000 tons of lead- and metals-contaminated soils Nation-wide.
- ✓ **Focus on Safety:** MT2 is a leader in range safety. We maintain a Corporate Safety and Health Program and Company Certified Industrial Hygienist (CIH) that ensure compliance with all Federal State and local safety regulations and ensures compliance with our programs including: safety and health training, medical surveillance and monitoring, reporting, etc. ***MT2 has never received OSHA or EPA violations.*** In fact, not only does MT2 comply with regulations, we also helped establish industry standards for environmental and safety methods associated with environmental maintenance and range closure work at shooting ranges. Our EMR is currently 0.86.

In summary, MT2's proposal provides Adams County the "Peace of Mind" that this Shooting Range Demolition and Soil Remediation Project will be completed safely, by an experienced, reputable, accountable, and responsive firm with expert personnel, using proven specialty equipment and methods, to ensure compliance with all applicable safety, environmental, and waste management regulations. MT2's track record and company assets ensure that the project will be completed within budget and on-schedule at a best value to the County.



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

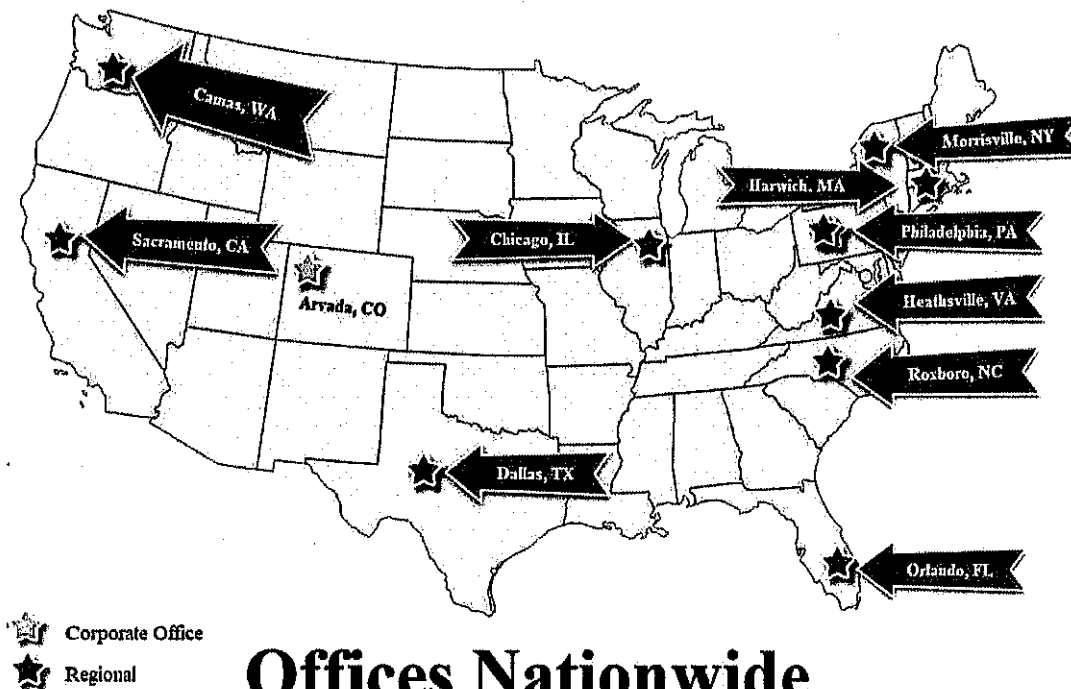
Page 4

## 2.0 PROFILE OF THE FIRM

MT2 is recognized as the nation's largest professional contractor providing comprehensive indoor and outdoor firing range services. We uniquely approach firing range projects professionally by working alongside and partnering with range owners and operators in protecting their most vital asset—their range—not only for today, but also for tomorrow. With over 17 years' experience providing nationwide firing range services including lead recovery and recycling, range maintenance and upgrades; support for Environmental Stewardship and best management practices; OSHA and compliance mock audits; complete indoor range cleaning, maintenance, and decommissioning; and compliant range closure.

### 2.1 OFFICE LOCATIONS

MT2 is a local Colorado-based company with our corporate office located in Arvada, CO, and additional offices in Camas, WA; Sacramento, CA; Chicago, IL; Dallas, TX; Harwich, MA; Morrisville, NY; Philadelphia, PA; Heathsville, VA; Roxboro, NC; and Orlando, FL.



## Offices Nationwide Projects completed in 50 States

### 2.1.1 Size of Firm

Now in our 17th year in business, MT2 is a recent Inc. 5,000 fastest growing company and is well-known industry wide for being the nation's #1 largest professional provider of the full scale of outdoor/indoor firing range environmental/maintenance/construction services at over 2,000 ranges nationwide for Law Enforcement, Military and Commercial ranges in all 50 states.

**Get the Lead Out!**

888-435-6645

[www.mt2.com](http://www.mt2.com)

g:\bd services\proposals\01-outdoor firing ranges\2018\2018 - co - adams county\02-mt2 submittals\mt2 proposal adams county rfp-bb-2018-200 2.2.18.docx



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

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MT2 brings extensive experience in environmental project management including firing range demolition, lead removal, contaminated soil/sediment stabilization, environmental remediation and project management for a broad range of government, commercial, industrial, municipal and engineering clients. Our key project personnel have an average of 24 years of relevant experience. **With a staff of 50 engineers, chemists, scientists, technicians, equipment operators, supervisors, project managers and management specialists**, MT2 delivers quality work completed safely, on time and within budget. MT2 personnel routinely deliver turnkey deployment, including baseline sampling and characterization, treatment optimization, field operations and management and final report preparation.

### **2.1.2 Size of Local Office**

MT2's local Colorado office is staffed by 21 management, professional, and support employees.

### **2.1.3 Performing office location**

MT2 will perform this project from our local headquarters office located at:

14045 W 66<sup>th</sup> Avenue  
Arvada, CO 80004

## **2.2 PROJECT STAFFING**

MT2 is fully dedicated to the Adams County Range Shooting Range Demolition and Soil Remediation project – we have assembled a team of experts to meet each project requirement including demolition, asbestos abatement, soil remediation, surveying, and erosion and sediment control.

MT2's executive officers Mr. Michael Burkett, VP Estimating, Planning, and Corporate Health & Safety Officer, and Mr. Kirk Kyster, VP of Operations, will be assigned to the successful completion of this project. They will ensure the company's focus and resources are dedicated to this project. Mr. Burkett, as Program Manager, will provide proactive project oversight at an executive level. Mr. Kyster will act as Project Manager; providing oversight of all project activities and ensure schedule and budget milestones are met as well as ensure project Quality Control. Mr. Jim Porter, Project Superintendent, has over 15 years environmental remediation and project management experience and is highly experienced in shooting lead removal, range construction/de-construction, and lead impacted soil remediation.

### **2.2.1 Full-Time Staff**

MT2 has assigned the following staff to support this project full-time:

- Project Manager - 1
- Site Supervisor - 1
- Lead Operator Excavation/Demolition - 1
- Equipment Operators – 2-3
- Laborers - 4

**Project Manager:** The duties and responsibility of the Project Manager will include:

- Managing all aspects of project activities
- Coordinates work of subcontractors, if applicable
- Performing contract management and administrative duties necessary to execute work in accordance with the contract documents





**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

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- Tracks and controls schedule and associated costs to achieve completion of project within time and monies allocated
- Ensures that qualified personnel are available to safely perform the work
- Reporting to and interfacing with Client about progress and any necessary modifications of plans that seem indicated
- Supervises Site Superintendent, checks on any reported difficulties, and corrects any safety violations or other reported deficiencies

**Site Supervisor/Lead Operator:**

- Managing construction activities in accordance with the drawings, specifications and contract terms
- Coordinating and directing project activity of MT2 personnel, subcontractors, vendors and suppliers to prevent delay
- Inspects work in progress to ensure that workmanship conforms to specifications and the adherence to project schedules
- Reporting on project activities to MT2 Project Manager
- Obtain and review applicable health and safety training documents for personnel who may work in designated exclusion zones
- On-site implementation, enforcement, and modification (as needed) of site safety program(s) and regulatory health and safety requirements
- "Stop-Work Authorization" which he will execute upon determination of an imminent safety hazard
- Operate and maintain heavy, motorized equipment used in excavation, loading, backfill, grading and screening and rebuilding of earthen berms in a safe and efficient manner
- Other duties as assigned such as load and unload trucks; move supplies and materials to proper location by wheelbarrow or hand truck; collect refuse and salvageable materials; dig, fill, and tamp earth excavations; level ground using pick, shovel, tamper and rake; cover piles; de-water excavations; and install and maintain erosion control measures

**Equipment Operators:** The duties and responsibilities of Dedicated Equipment Operators include:

- Operate heavy, motorized equipment used in earth moving operations, including, but not limited to: excavators, dozers scraper, loaders, screens, graders, etc. and other equipment to support a variety of operations
- May build level and excavate land surfaces using graders and other construction equipment
- Gather and load dirt and waste products from job sites onto trucks. Transport to appropriate location
- Operate water tanker and similar equipment for dust control and dirt compaction
- Use hand-held mobile radio units to coordinate tasks and resources
- Maintain accurate logs and records
- Ensure adherence to safe work practices and procedures including complying with site specific health and safety plan

**Laborers:** Laborers perform tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. Duties may include: loads and unloads trucks; moves supplies and materials to proper location by wheelbarrow or hand truck; collect refuse and salvageable materials, and digs, fills, and tamps earth excavations; and levels ground using pick, shovel, tamper and rake.



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

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### 2.2.2 Part-Time Staff

MT2 has assigned the following staff to support this project part-time:

- Program Manager
- Corporate H&S - 1
- Estimating, & Planning – 1
- Company CIH - 1

**Program Manager:** The responsibilities and duties of the Program Manager will include:

- Responsible for cost, schedule, and technical performance
- Providing overall project management leadership
- Acts as primary customer contact for program activities, leading program review sessions with customer to discuss cost, schedule, and technical performance
- Develops and maintains project schedule. Directs and administers project-related activities so as to ensure that quality projects are completed on time and within budget
- Identifies problem areas, if necessary; determines the reasons for deviations initiates and follows-up on the implementation of corrective actions
- Creates an environment that results in outstanding Customer Satisfaction through interaction with clients at all levels of the client organization

**Estimating and Planning:** The duties and responsibilities of Estimating and Planning will include:

- Facilitate & guide value-engineering process
- Create budget models and preliminary schedules that may be required prior to contracting with customers
- Review costs and general information on all preliminary estimates to ensure accuracy and completeness, including subcontractor coverage, contract document errors and omissions, competition, inherent risk and rewards, and general conditions
- Oversees qualification of subcontractor's capability to perform work, prior performance, financial strength, reputation, responsiveness, references and bonding
- Review budgets/bids for quality, accuracy, and appropriate subcontractor participation
- Implement modifications to estimating cost data from ongoing job reporting and post-job Reviews

**Operations and Planning:** The responsibilities and duties of Operations and Planning will include:

- Ensure that procurement of materials, supplies and equipment meets project needs
- Review all work in process to ensure compliance with plans and specifications, building codes and company standards
- Direct, measure, and report progress towards project goals
- With Program/Project Manager, responsible for quality control, quality assurance, EPA and OSHA compliance
- Create and maintain a safe and secure worksite



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#### **Subcontractors:**

MT2 utilizes the services of supporting subcontractors as needed. MT2 has demonstrated records of success and established working relationships with 1) leading waste services companies, providing collection, recycling and disposal services of commercial and industrial wastes as well as handling and disposing of special non-hazardous wastes; 2) local trucking companies that maintain a fleet of vehicles ranging from side dumps to belly dumps and, water trucks; specializing in dust control services; 3) approved analytical laboratories certified to implement SW846 Analytical Methods; and 4) licensed recyclers with which we have nationwide agreements to obtain top dollar for recycled lead. In addition for this project, MT2 will the services of qualified subcontractors to perform asbestos abatement and surveying.

#### **2.2.3 Supervisory and Management Staff**

MT2 Team members have been selected for this project based upon their direct experience with remediation of firing ranges, their focus on and track record regarding health and safety, their specific project expertise, and their overall deployment of remediation technologies, technical expertise, and familiarity with the Adams County Firearms Training Facility and/or similar projects.

#### **Michael J. Burkett, Vice President of Estimating & Planning, MT2 Program Manager**

Mr. Burkett's responsibilities and duties as Program Manager include the following:

- Responsible for cost, schedule, and technical performance including oversight of MT2's analytical testing laboratory
- Providing overall project management leadership
- Acts as primary customer contact for program activities, leading program review sessions with customer to discuss cost, schedule, and technical performance
- Develops and maintains project schedule. Directs and administers project-related activities so as to ensure that quality projects are completed on time and within budget
- Identifies problem areas, if necessary; determines the reasons for deviations initiates and follows-up on the implementation of corrective actions
- Creates an environment that results in outstanding Customer Satisfaction through interaction with clients at all levels of the client organization

#### **Qualifications Summary**

Mr. Burkett has over 25 years' experience in operations and construction management in environmental remediation and construction services. As Vice President of Operations, Mr. Burkett provides executive management of all contract work, including meeting project budget and schedule, client satisfaction and deployment of metals treatment technologies. He is responsible for all field operations services involving remediation projects. Specific activities include health and safety compliance; project P&L, schedule tracking, client interface, contractor management and technology deployment effectiveness. Mr. Burkett has extensive experience providing firing range construction, environmental maintenance, lead and brass reclamation, monitoring and maintenance of lead soil, lead soil treatment and range closure at over 400 firing range remediation projects since the inception of MT2 in 2000 involving over ten million tons contaminated soils. In addition, Mr. Burkett has had management

#### **Resume Highlights**

- 25 Years environmental metals treatment experience
- 20 Years project management experience
- 500 Lead/metals treatment projects
- 400 Firing range remediation & construction projects



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responsibility for a number of related projects involving site closure, facility decontamination, hazardous waste processing, lead and metals soil remediation, surface impoundment restoration, groundwater treatment system installation and operation, facility decontamination, RCRA facility and site closure and bioremediation. He has extensive experience with client liaison and community relations, resource management, subcontractor management, project accounting and cost estimating. Mr. Burkett has completed Project Management Professional (PMP) training as recognized by the Project Management Institute. He is a member of the PMI and Association of MBA Executives.

**Degrees** M.B.A. Business Administration, Rider University  
M.S. Studies, NJ Institute of Technology  
B.S. Agriculture Economics, Ohio State University

**Years Experience** 25 years environmental remediation experience  
20 years project management experience

**Training** OSHA HAZWOPER 40-hr, 8-hr Refresher, Supervisor  
Lead Standard for the Construction Industry  
Lead Exposure in General Industry  
Lockout/Tagout  
Respiratory Protection Program  
Dept. of Transportation FMCSA Supervisor

**Mr. Burkett served as Program Manager for the following representative MT2 Projects:**

**City of Richmond Firing Range Lead Remediation and Reconstruction; VA:** MT2 delivered a seamless, integrated project execution to provide design/build, engineering, lead remediation, and construction management services to meet the City's two main goals: 1) lead remediation and 2) enhanced safety design and reconstruction. MT2 worked in close collaboration with the City and multiple subcontractors and maintained regular communication and reporting with the City to ensure a collaborative project approach. As MT2's estimator, Mr. Burkett developed accurate project estimates and provided regular project status reviews and reporting including H&S, schedule, and budget. Mr. Burkett also spearheaded the management of multiple subcontractors providing electrical, facilities, earthwork, asbestos abatement, dismantlement/demolition, storm water control, new road installation, and site restoration/reconstruction services. This project success was achieved through careful initial planning in the form of a project plan that was developed and communicated to all of those affected by the work and the end result. The plan included baseline performance measures, and clearly documented roles and responsibilities. Finally, a crucial success element included a formal project kickoff meeting to bring all parties together to initiate the planning process and build trust among the team. This meeting demonstrated MT2's commitment and communicated the vision and strategy for the project.

**Markham Park Firing Range Lead Remediation and Reconstruction; FL:** As Program Manager, Mr. Burkett provided foundational planning including Health & Safety Plan development, project estimating and monitoring of schedule and budget, Work Plan (including schedule and costs), project communications/roles and responsibility plan, and subcontractor management plan. Over a 6-month schedule, MT2 provided integrated engineering, lead remediation, and construction management services to successfully complete lead remediation of a former firing range site containing multiple remediation areas in Broward County. This \$3M project included \$350,000 in subcontracting procurement, management, and oversight by MT2, engineering investigation and design, lead remediation, including MT2's real-time field analysis of lead and ECOBOND® treatment of waste to allow

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non-hazardous waste disposal, and construction management. MT2 provided a collaborative project approach incorporating the Owner, regulatory agencies, project engineer, and multiple subcontractors to complete this project within schedule and within budget. The team met safe operational lead levels required by State and Federal laws and regulations. Mr. Burkett met the Owner's goals and objectives by allowing for ongoing facility safe operations and environmental protection. Mr. Burkett also served as Program Manager for this project and directed all project activities, integrating the services of subcontractors that provided design/engineering services, fence construction, clearing and grubbing, and site restoration; conducting daily meetings with the onsite crew; providing safety orientation; reviewing safety documentation; ensuring compliance with applicable environmental regulations; and holding progress meetings with Broward County and other stakeholders, including the public, state, and USACE which allowed the project to proceed with efficiency as a result of continual project consensus.

**Southern Arizona Law Enforcement Training Academy Firing Range Maintenance & Improvements; AZ:**

MT2 provided cost-effective firing range maintenance, construction management, and lead removal. MT2's project tasks included: Range Lead Assessment and delineation of lead-impacted soils; Excavation of lead-impacted range soils; Physical separation of lead bullet fragments from range soils, employing measures to meet Pima County Air Quality/Fugitive Dust Control requirements; Recycling of recovered lead; ECOBOND® treatment to reduce the leachability of lead fines in soils and sediments to levels below US EPA RCRA non-hazardous criteria; Reuse of soil meeting design criteria in backstops; Management of multiple subcontractors; Improvements to the range configuration to enhance future lead recovery and recycling and provide further environmental protection and shooter safety.

**Broomfield Police Dept. Lead Reclamation & Remediation; CO:** MT2 successfully completed Firing Range Lead Removal at the City of Broomfield Police Department Training Range located approximately 3 miles west of Broomfield. MT2 recovered lead fragments from soils excavated from the two (2) earthen pistol and rifle backstops and the ground surface immediately in front of the backstops by screening the soils, and returned processed soils to the range berms of origin. MT2 construction and range maintenance tasks included: Excavate side berm between Rifle and Pistol Range for equipment access; replace and revegetate side berm upon completion of work; Removed timbers, placed in dumpster, and disposed at Republic Services Landfill; Excavated approximately 250 CY soil from the indicated lead-impacted range berms and apron areas; Moistened excavated soils to for dust suppression; Removed (via screening) 85%-95% or more (weight percent) of the lead bullet fragments greater than 1/4" – 3/8" from the lead impacted range soils; Containerized, transported, and recycled recovered lead; Treated processed soils with ECOBOND® and re-installed soils back onto the firing range berms and compacted replaced soils with loader to allow for safe continued use; Installed new timbers supplied by the City to both the Pistol and Rifle Range; Offsite disposal of timber ties and range debris; and Prepared an Environmental Stewardship Plan for the range.

**Highlands Ranch Law Enforcement Training Facility Firing Range Maintenance & Improvements; CO:** The Highlands Ranch Law Enforcement Firearms Training Facility (HRLETF) is comprised of eight ranges for training on rifle, pistol, and shotgun under a variety of conditions. Over 2,800 officers from 58 law enforcement agencies utilize this facility. The project objectives were to support HRLETF in preventing potential environmental and/or safety issues by removing lead from soils, recycling recovered lead, treating range soil with ECOBOND® lead stabilization technology to less than 5.0 mg/kg TCLP to reduce the impact of lead on the environment and meet US EPA and Colorado Best Management Practices (BMPs) for lead at outdoor shooting ranges, and berm re-construction to operational configuration for continued use and improve future lead recovery efforts. Ongoing activities include yearly review and updates to the HRLETF Environmental Stewardship Program.



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**Aurora Police Dept. Firing Range Lead Remediation & Range Reconstruction; CO:** The Aurora Police Department (APD) facility consists of three ranges, a multi-distance range with an earthen berm, a "360" range, also surrounded by earthen berms, and a 50-yard pistol range. MT2 construction activities included excavation of berm materials and removal bullets/bullet fragments for recycling; chemically treating lead fines remaining in the screened soil with ECOBOND® to significantly reduce the leachability of lead into surface soils per US EPA BMPs; re-construction of berms in accordance with industry standards; and completed additional range improvements including installing additional ballistic sand to the bullet impact zone of re-constructed backstop berms and shredding and packaging ~4,000 customer tires for use as rubber granules in the 50-yard Pistol Range shredded rubber berm/trap. MT2 also completed an Environmental Stewardship Plan for the range to support future range management and ensure compliance with US EPA BMPs. MT2 performed these maintenance tasks in compliance with CDPHE regulations including dust control and monitoring and storm water protection and control measures.

**El Paso County Sheriff's Dept. Lead Remediation & Range Improvements; CO:** El Paso County contracted MT2 to implement an Operations and Maintenance Plan at the El Paso County Police Department Range and to address environmental issues such as shooter safety due to ricochet. This contract was part of ongoing range maintenance program originally contracted and performed by MT2 at this range in 2002. MT2 followed the guidelines set by the Colorado Department of Public Health and the Environment (CDPHE) Environmental Protection Agency (EPA) for Best Management Practices (BMPs) to address the issue of spent lead at firing ranges. MT2 excavated and processed berm soils to recover and recycle approximately 45,000 lbs of lead. Additional construction activities included MT2 installation of 1,000 CY of new sand and berm re-construction to restore the range to meet industry environmental and safety standards. This provided shooters a safe and well-maintained range and significantly improved shooter safety. MT2 technical services provided a savings of over \$20,000 as compared to alternative methods.

**USAF Academy CATM Ranges Lead Recovery, Range Repair, & Maintenance; CO:** Following thorough research, the US Air Force Academy (USAFA) contracted MT2 **Sole Source** to perform lead recovery and range repair & maintenance of two firing ranges, which had been closed to military personnel due to safety issues. USAFA selected MT2 based on 1) MT2 was highly qualified based on experience and price; and 2) MT2 was highly recommended by other organizations. Sole Sourced award was based on unusual and compelling urgency due to mission requirements and safety issues. These issues were caused by an unusually large amount of spring/summer rain resulting in erosion of backstops exposing thousands of lead rounds. The large number of exposed rounds combined with excessive erosion resulted in a ricochet hazard and USAFA closed both ranges until maintenance was completed to bring both ranges back in compliance.

**New York City Police Department Range Maintenance; NY:** The City of New York contracted MT2 to implement a multi-year Operations and Maintenance Plan at the New York Police Department outdoor firing range located at Rodman's Neck in the Bronx, which has annually training of over 40,000 officers and recruits. MT2 implemented a maintenance/improvements program that includes excavation and soil processing; berm reconstruction; erosion and drainage control; lead bullets/bullet fragments removal from berm impact areas; sampling, analysis and monitoring soil and groundwater conditions; and chemically converting potential leachable lead fines remaining in the soils utilizing MT2's patented ECOBOND® technologies such that the resulting soils are considered non-hazardous and can be replaced back onto berms.

**Mr. Burkett's additional experience includes, but are not limited to:**

- Colorado DOC Lead Removal & Remediation; CO (4 facilities)

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- Loveland Police Dept. Lead Removal & Remediation; CO
- Lowry AFB Lead Removal & Remediation; CO
- Peterson AFB Lead Removal & Remediation; CO
- Buckley AFB Lead Removal & Remediation; CO
- USDA Forest Service Rampart Range Lead Removal & Remediation; CO
- Colorado State Parks Lead Reclamation and Maintenance; CO
- Southern Arizona LETF Lead Remediation and Range Improvements; CO
- Richmond Police Dept. Lead Remediation and Range Improvements; VA
- US Custom & Border Protection Lead Removal & Remediation; TX & AZ (5 sites)
- TX Dept. of Public Safety Lead Removal & Remediation; TX
- MCAS Miramar A Range Duffy Town Lead Removal & Remediation; CA
- Seattle Police Dept. (WA) Lead Removal & Remediation; WA
- Florida DOC Lead Removal & Remediation; FL (9 facilities)
- Alameda County Sheriff's Office Lead Removal & Remediation; CA
- Dallas Police Dept. Range Lead Removal & Remediation; TX
- Texas Parks & Wildlife James A Daughtry Lead Recovery & Remediation; TX
- City of Houston Lead Removal & Remediation; Houston; TX
- N Las Vegas Police Dept. Multi-Year Range Maintenance & Remediation; NV
- Phoenix Police Dept. Range Maintenance & Remediation; AZ
- Phoenix Trap & Skeet Lead Removal & Remediation; Phoenix, AZ
- Surprise Sheriff's Department Lead Removal & Remediation; Surprise, AZ
- City of Lubbock Lead Removal & Remediation; Lubbock, TX
- Sun Valley Gun Club Lead Removal & Remediation; Sun Valley, ID
- Dynamite Mountain Lead Removal & Remediation; Phoenix, AZ
- Sienna Hills Lead Removal & Remediation; Phoenix, AZ
- SunCor El Mirage Lead Removal & Remediation; Phoenix, AZ
- Hawthorne Army Depot Lead Remediation; NV
- Letterkenny Army Depot Lead Remediation; PA
- Fort Wingate Lead Removal & Remediation; NM
- Ft. Bliss Range Lead Removal; NM
- US Coast Guard Galveston Range Lead Removal & Remediation; TX
- Joint Base McGuire Dix Lead Removal & Remediation; NJ
- Joint Base Lewis McChord Lead Removal & Remediation; WA
- Tinker AFB Lead Removal & Remediation; OK
- Edwards AFB Lead Removal & Remediation; CA
- Offutt AFB Lead Removal & Remediation; NE
- NWTF La Posta Lead Removal & Remediation; CA
- NAVFAC Concord Lead Removal & Remediation; CA
- Papago Park Military Reservation Lead Removal & Remediation; AZ
- FE Warren AFB Lead Removal & Remediation; WY



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### **Kirk Kyster, Vice President of Operations; MT2 Project Manager/Construction Manager**

Mr. Kyster's responsibilities and duties as Project Manager/Construction Manager include the following:

- Managing all aspects of project activities
- Coordinates work of subcontractors, if applicable
- Performing contract management and administrative duties necessary to execute work in accordance with the contract documents
- Tracks and controls schedule and associated costs to achieve completion of project within time and monies allocated
- Ensures that qualified personnel are available to safely perform the work
- Reporting to and interfacing with Client about progress and any necessary modifications of plans that seem indicated
- Supervises Site Superintendent, checks on any reported difficulties, and corrects any safety violations or other reported deficiencies
- Oversee and direct construction projects from conception to completion
- Review the project in-depth to schedule deliverables and estimate costs
- Oversee all onsite constructions to monitor for compliance and safety
- Coordinate and direct construction workers and subcontractors
- Meet contractual conditions of performance
- Review the work progress on daily basis
- Prepare internal and external reports pertaining to job status
- Plan ahead to prevent problems and resolve any emerging ones
- Analyze, manage and mitigate risks
- Ensure quality construction standards and the use of proper construction techniques

#### **Qualifications Summary**

Mr. Kyster has over 20 years construction management and environmental remediation experience in projects including firing range environmental services such as lead recovery/recycling, range maintenance, lead impacted soil treatment and range closure and contaminated soil remediation. Mr. Kyster provides executive and excellent leadership qualities by managing crew activities, coordinating subcontractors, and acting as liaison with client representatives. In addition, Mr. Kyster has oversees written documents pertaining to environmental maintenance, including Environmental Stewardship Plans, Health & Safety Plans, Work Plans, and other related documentation.

#### **Resume Highlights**

- >200 Firing range/metals treatment projects
- >20 Years construction management and remediation experience

#### **Degrees**

B.S. Construction Management, University of Nebraska

#### **Years Experience**

20 years construction management and remediation experience





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**Training** OSHA HAZWOPER 40-hr, 8-hr Refresher, Supervisor  
Lead Standard for the Construction Industry  
Lead Exposure in General Industry  
Lockout/Tagout  
Respiratory Protection Program  
Red Cross First Aid  
Dept. of Transportation FMCSA Supervisor

**Mr. Kyster has served Project Manager/Construction Manager for the following representative MT2 projects:**

**Confidential Client, Range Closure (multiple sites locations); FL** – Mr. Kyster provided construction management and project management duties on this six-million-dollar contract. Responsibilities included two million dollars of subcontract management, Engineering/CM interaction with oversight by the USEPA. The project scope included securing permits, infrastructure development, managing multiple subcontracts, in-house dredging work of two ponds (6 acres) & treatment and disposal of 100,000 tons of soil. Other duties included scheduling, cost control, permit & safety compliance & regular reporting to client.

**Confidential Client, Skeet Range Remedial Action, OH** – Mr. Kyster provided project management support for this project which consisted treatment of lead-contaminated/hazardous materials. MT2 used the firm's exclusive and patented ECOBOND® treatment system to successfully lower the lead concentration to below the RCRA hazardous level. Treated soil was loaded and transported to a USEPA-certified landfill for non-hazardous disposal. Other duties included scheduling, cost control, permit & safety compliance & regular reporting to client. Project scheduling and quantity tracking were critical components to the successful completion of this project.

**City of Richmond Firing Range Lead Remediation and Reconstruction; VA**: MT2 delivered a seamless, integrated project execution to provide design/build, engineering, lead remediation, and construction management services to meet the City's two main goals: 1) lead remediation and 2) enhanced safety design and reconstruction. MT2 worked in close collaboration with the City and multiple subcontractors and maintained regular communication and reporting with the City to ensure a collaborative project approach. As MT2's estimator, Mr. Burkett developed accurate project estimates and provided regular project status reviews and reporting including H&S, schedule, and budget. Mr. Burkett also spearheaded the management of multiple subcontractors providing electrical, facilities, earthwork, asbestos abatement, dismantlement/demolition, storm water control, new road installation, and site restoration/reconstruction services. This project success was achieved through careful initial planning in the form of a project plan that was developed and communicated to all of those affected by the work and the end result. The plan included baseline performance measures, and clearly documented roles and responsibilities. Finally, a crucial success element included a formal project kickoff meeting to bring all parties together to initiate the planning process and build trust among the team. This meeting demonstrated MT2's commitment and communicated the vision and strategy for the project. Mr. Kyster's responsibilities included managing multiple subcontractors (landscaping, demolition and earthwork), schedule, reporting, safety compliance and cost control. This project was completed successfully on time and under budget.



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**Markham Park Firing Range Lead Remediation and Reconstruction; FL:** As Program Manager, Mr. Burkett provided foundational planning including Health & Safety Plan development, project estimating and monitoring of schedule and budget, Work Plan (including schedule and costs), project communications/roles and responsibility plan, and subcontractor management plan. Over a 6-month schedule, MT2 provided integrated engineering, lead remediation, and construction management services to successfully complete lead remediation of a former firing range site containing multiple remediation areas in Broward County. This \$3M project included \$350,000 in subcontracting procurement, management, and oversight by MT2, engineering investigation and design, lead remediation, including MT2's real-time field analysis of lead and ECOBOND® treatment of waste to allow non-hazardous waste disposal, and construction management. MT2 provided a collaborative project approach incorporating the Owner, regulatory agencies, project engineer, and multiple subcontractors to complete this project within schedule and within budget. The team met safe operational lead levels required by State and Federal laws and regulations. Mr. Burkett met the Owner's goals and objectives by allowing for ongoing facility safe operations and environmental protection. Mr. Burkett also served as Program Manager for this project and directed all project activities, integrating the services of subcontractors that provided design/engineering services, fence construction, clearing and grubbing, and site restoration; conducting daily meetings with the onsite crew; providing safety orientation; reviewing safety documentation; ensuring compliance with applicable environmental regulations; and holding progress meetings with Broward County and other stakeholders, including the public, state, and USACE which allowed the project to proceed with efficiency as a result of continual project consensus.

**Southern Arizona Law Enforcement Training Academy Firing Range Maintenance & Improvements; AZ:** MT2 provided cost-effective firing range maintenance, construction management, and lead removal. MT2's project tasks included: Range Lead Assessment and delineation of lead-impacted soils; Excavation of lead-impacted range soils; Physical separation of lead bullet fragments from range soils, employing measures to meet Pima County Air Quality/Fugitive Dust Control requirements; Recycling of recovered lead; ECOBOND® treatment to reduce the leachability of lead fines in soils and sediments to levels below US EPA RCRA non-hazardous criteria; Reuse of soil meeting design criteria in backstops; Management of multiple subcontractors; Improvements to the range configuration to enhance future lead recovery and recycling and provide further environmental protection and shooter safety.

**Aurora Police Dept. Firing Range Lead Remediation & Range Reconstruction; CO:** The Aurora Police Department (APD) facility consists of three ranges, a multi-distance range with an earthen berm, a "360" range, also surrounded by earthen berms, and a 50-yard pistol range. MT2 construction activities included excavation of berm materials and removal bullets/bullet fragments for recycling; chemically treating lead fines remaining in the screened soil with ECOBOND® to significantly reduce the leachability of lead into surface soils per US EPA BMPs; re-construction of berms in accordance with industry standards; and completed additional range improvements including installing additional ballistic sand to the bullet impact zone of re-constructed backstop berms and shredding and packaging ~4,000 customer tires for use as rubber granules in the 50-yard Pistol Range shredded rubber berm/trap. MT2 also completed an Environmental Stewardship Plan for the range to support future range management and ensure compliance with US EPA BMPs. MT2 performed these maintenance tasks in compliance with CDPHE regulations including dust control and monitoring and storm water protection and control measures.



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**El Paso County Sheriff's Dept. Lead Remediation & Range Improvements; CO:** El Paso County contracted MT2 to implement an Operations and Maintenance Plan at the El Paso County Police Department Range and to address environmental issues such as shooter safety due to ricochet. This contract was part of ongoing range maintenance program originally contracted and performed by MT2 at this range in 2002. MT2 followed the guidelines set by the Colorado Department of Public Health and the Environment (CDPHE) Environmental Protection Agency (EPA) for Best Management Practices (BMPs) to address the issue of spent lead at firing ranges. MT2 excavated and processed berm soils to recover and recycle approximately 45,000 lbs of lead. Additional construction activities included MT2 installation of 1,000 CY of new sand and berm re-construction to restore the range to meet industry environmental and safety standards. This provided shooters a safe and well-maintained range and significantly improved shooter safety. MT2 technical services provided a savings of over \$20,000 as compared to alternative methods.

**Seattle Police Department Firing Range Maintenance & Improvements; WA:** The City of Seattle required lead removal and range maintenance/improvements at the police training range consisting of four rifle and pistol ranges. MT2 was contracted to perform environmental lead recovery/recycling to prevent further lead deposits from accumulating in soils and to make future lead recycling easier, lead impacted soil treatment, and range improvements including repair and replacement of range eyebrow used to retain soils in the backstop berm, and replace processed soil along with Department-provided sand to the berm for continued safe operation. MT2 prepared a site-specific Environmental Stewardship Plan (ESP) to document current range conditions and provide written guidance for the progress of environmental management at the range. Lead removal was performed to mitigate potential ricochet and "splash back" hazards to ensure the safety of officers training at the range and to protect the environment by preventing lead from leaving the range. MT2 range maintenance tasks included: Site investigation and preparation of Range Assessment Report and Environmental Stewardship Plan, Lead reclamation and recycling, Range improvements including eyebrow modifications and augmenting backstop berms with additional materials, ECOBOND® treatment of remaining lead fines/particulate matter, and Restoration of treated soils and fines to reconstruct firing range for re-use.

**New York City Police Department Range Maintenance; NY:** The City of New York contracted MT2 to implement a multi-year Operations and Maintenance Plan at the New York Police Department outdoor firing range located at Rodman's Neck in the Bronx, which has annually training of over 40,000 officers and recruits. MT2 implemented a maintenance/improvements program that includes excavation and soil processing; berm reconstruction; erosion and drainage control; lead bullets/bullet fragments removal from berm impact areas; sampling, analysis and monitoring soil and groundwater conditions; and chemically converting potential leachable lead fines remaining in the soils utilizing MT2's patented ECOBOND® technologies such that the resulting soils are considered non-hazardous and can be replaced back onto berms.



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**Mr. Kyster's additional experience includes, but is not limited to the following:**

- Colorado DOC Canon City Lead Recovery; CO
- Colorado DOC Arkansas Valley Lead Recovery; CO
- Arvada Police Dept. Indoor Firing Range Remediation & Closure; CO
- US Border Patrol Marfa Firing Range Remediation; TX
- US Custom & Border Protection Lead Removal & Remediation; AZ & TX (5 sites)
- TX Dept. of Public Safety Lead Removal & Remediation; TX
- AZ Fish & Game Lead Removal & Remediation; AZ
- Maricopa County Lead Removal & Remediation; AZ
- Clark County Firing Range Lead Removal & Maintenance; NV
- Waco Police Dept. Firing Range Lead Maintenance; TX
- Marana Community Correctional Facility Firing Range Remediation; AZ
- Albuquerque Police Dept. Range Maintenance and Lead Reclamation; NM
- Shelby County Sheriff's Dept. Firing Range Remediation; TN
- Mississippi LEOTA Firing Range Lead Removal; MS
- Concord Police Dept. Firing Range Remediation; NH
- Ohio Department of Corrections (DOC) Lead Maintenance; OH
- Susquehanna Nuclear Power Plant Firing Range Remediation; PA
- Former Evergreen Sportsman's Club VCP Site Remediation and Closure; WA
- Former T&M Shot Gun Range Remediation; FL
- Italian American Firing Range Closure & Remediation; NJ
- MCAS Miramar A Range Duffy Town Lead Removal & Remediation; CA
- Imperial Beach NOLF Lead Removal & Remediation; CA
- La Posta Naval Weapons Station Firing Range Remediation; CA
- Dallas Ft Worth Airport SAFR Remediation; TX
- Camp Dawson KD NTCRA Range Remediation; WV
- Kirtland AFB Firing Range Remediation; NM
- Tinker AFB Firing Range Closure & Remediation; OK
- Ft Irwin Lead Removal; CA
- Papago Park Military Reservation Firing Range Remediation; AZ
- Central Florida Rifle & Pistol Club Firing Range Lead Maintenance; FL
- Lincoln Police Dept. Firing Range Remediation; NE
- Village of Romeoville Firing Range Remediation; IL
- FOP Lawrence Range Maintenance and Lead Reclamation; KS
- Fayetteville Police Dept. Training Range Lead Removal; NC
- Village of Hempstead Range Remediation; NY
- Rochester Thompson/Center Arms Firing Range Remediation; NY



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### **Jim Porter, Lead Operator; Project Role: Site Supervisor**

Mr. Porter's responsibilities and duties as Site Supervisor will include:

- Managing construction activities in accordance with the drawings, specifications and contract terms
- Coordinating and directing project activity of MT2 personnel, subcontractors, vendors and suppliers to prevent delay
- Inspects work in progress to ensure that workmanship conforms to specifications and the adherence to project schedules
- Reporting on project activities to MT2 Project Manager
- Obtain and review applicable health and safety training documents for personnel who may work in designated exclusion zones
- On-site implementation, enforcement, and modification (as needed) of site safety program(s) and regulatory health and safety requirements
- "Stop-Work Authorization" which he will execute upon determination of an imminent safety hazard

### **Qualifications Summary**

Mr. Porter has over 15 years' environmental remediation experience including contaminated soil remediation and firing range environmental services such as lead recovery/recycling, range maintenance and improvements, lead impacted soil treatment and range closure; as well as heavy equipment operations in broad range of projects ranging from hazardous waste management to real estate development. Mr. Porter maintains a CDL Class A license. His responsibilities include overseeing and performing excavation of contaminated soils, lead (Pb) removal and treatment; restoration of remediation sites, sporting clubs and rifle ranges; heavy equipment hauling, and installation of storm water, sewer and water lines. Mr. Porter is a proficient communicator, Team Leader and experienced operating Track Hoes, Back Hoes, Front End Loaders, Dozers, Plow Trucks, Tri-Axles, Skidders and Hydro Hammers.

#### **Resume Highlights**

>1,000 Metals remediation projects  
>15 Years' operations and remediation experience

**Years' Experience** Over 15 years site supervision and heavy equipment operation in environmental remediation and land development fields

**Training** OSHA HAZWOPER 40-hr, 8-hr Refresher, Supervisor  
Lead Standard for the Construction Industry  
Lead Exposure in General Industry  
Lockout/Tagout  
Respiratory Protection Program  
Red Cross First Aid



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**Mr. Porter has served as Site Supervisor includes, but is not limited to, the following MT2 projects:**

**JBLM McChord Field Shooting Range Closure & Remediation:** MT2 was contracted to perform turnkey environmental lead remediation tasks at the former McChord Field skeet (TS616) range and Firing-in Butt Range (SRT 347) under the Air Force Military Munitions Response Program (MMRP). MT2's project objectives were to support the Client in mitigating potential physical, occupational, and environmental hazards associated with high concentrations of lead in the range soils; as well as achieving compliance with USEPA and NRA recommended firing range environmental Best Management Practices (BMPs). All lead remediation activities were performed to EPA Firing Range Best Management Practices guidelines and applicable state of Washington regulations. MT2 personnel utilized ECOBOND® lead treatment technology in conjunction with proprietary work methods to produce significant Client savings and allowed soil to be transported to Ft Lewis ranges for beneficial reuse. MT2's turnkey environmental remediation services included: 1) Treatability study to determine the appropriate level of treatment; 2) Excavation of range soils above action levels for treatment; 3) Elimination of future leaching of lead and conversion of soils to non-RCRA hazardous levels utilizing MT2's ECOBOND® lead treatment technology; 4) Confirmation sampling to confirm treatment to below RCRA TCLP lead criteria; and 5) Loading and transportation of treated soils for reuse at Ft. Lewis ranges. MT2 personnel utilized ECOBOND® lead treatment technology in conjunction with proprietary work methods to produce significant Client savings and allowed soil to be transported to Ft Lewis ranges for beneficial reuse.

**Warren AFB Range Closure and Remediation – WY:** MT2 was contracted to provide Small Arms Range (SAR) remediation at the FE Warren AFB former firing ranges. MT2 developed and implemented a technical approach based upon the selected remedy that included ordnance and explosive waste clearance, excavation of lead-impacted soils, soil treatment, and off-site disposal. Soils were treated with MT2's proprietary stabilization reagent, ECOBOND® to meet the TCLP Pb requirements (concentrations below 5.0 mg/L). Treated soils were confirmed to meet action levels and TCLP requirements through sampling performed using laboratory analyses performed at an independent certified laboratory. MT2 excavated lead-impacted soils from berms and range soils after UXO clearance. These soils were screened to separate bullets for offsite disposal and then tested for TCLP Pb. Soils were then treated with ECOBOND® to below the threshold of 5 mg/L for reuse on the site.

**Former Sage Hill Shooting Range Shooting Debris Removal and Remediation – Reno, NV:** MT2 was contracted to remediate soils to achieve the cleanup levels designated for residential and non-residential areas at the former Sage Hill Clay Sports facility. The work entailed two planned phases that ensured that potential contaminants associated with shooting activities in the western portion of the site were addressed for the safety of the public and the environment. Risk values designed for residential exposure were used for screening in the residential area and risk values designed for commercial/ industrial exposure were used for screening in the non-residential areas. Range maintenance tasks included Excavation and placing soil into separate staging piles of shooting debris and lead shot soils for reclamation; Manage and dispose of sampled non-hazardous shooting debris; and Excavation and processing of lead shot for recycling from reclaimable soils or shooting debris with greater than 3% lead shot concentrations. Remediation tasks included Excavate, stage, screen, and treat soils; Manage and dispose of sampled treated and untreated non-hazardous solid waste and soil above site remedial action levels; and Complete site clearance including post-excavation sampling and analysis to confirm remaining soils met clean-up criteria. MT2 excavated a total of 47,489 CY of lead- and potentially BAP-impacted soils, provided guaranteed ECOBOND® treatment of lead-impacted soils to meet project Remedial Action Levels (RAL), and disposed of 57,259 CY of treated and untreated soils as RCRA non-hazardous waste. Over 12,000 lbs of lead shot was recovered and recycled.

**Get the Lead Out!**

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**Mr. Porter's additional experience includes, but is not limited to:**

- New York City PD Range Maintenance; NY
- USCBP SAFR Ranges Lead Reclamation & Remediation, 5 Ranges TX & AZ
- Birmingham Confidential Firing Range Closure & Remediation; AL
- Federal Law Enforcement Training Center Lead Removal and Remediation; NM
- Lead Removal and Berm Restoration at A-Range Duffy Town MCAS Miramar; CA
- Markham Park Target Range Firing Range Lead Remediation and Re-Construction; FL
- IA DNR Lead Reclamation & Maintenance; 4 ranges statewide
- Imperial Beach Gun Club Lead Reclamation & Maintenance; CA
- Evergreen Sportsman's Club Lead Maintenance & Remediation; WA
- PA Game Commission Statewide Firing Range Remediation; 47 sites statewide
- City of Houston Firing Range Remediation & Closure; TX
- Northborough Firing Range Lead Removal & Remediation; MD
- Former TM Shotgun Sports Range Lead Removal & Remediation; FL
- Amateur Trapshooting Association Lead Recovery; OH
- Camp Bonneville Lead Removal & Remediation; WA
- Phoenix Trap and Skeet Remediation; AZ
- Seneca Creek Firing Range Remediation; MD



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### **Joe Doyle, Demolition Site Supervisor**

Mr. Doyle's responsibilities and duties as Demolition Site Supervisor will include:

- Managing construction activities in accordance with the drawings, specifications and contract terms
- Coordinating and directing project activity of MT2 personnel, subcontractors, vendors and suppliers to prevent delay
- Inspects work in progress to ensure that workmanship conforms to specifications and the adherence to project schedules
- Reporting on project activities to MT2 Project Manager
- Obtain and review applicable health and safety training documents for personnel who may work in designated exclusion zones
- On-site implementation, enforcement, and modification (as needed) of site safety program(s) and regulatory health and safety requirements
- "Stop-Work Authorization" which he will execute upon determination of an imminent safety hazard

### **Qualifications Summary**

Mr. Doyle has over 17 years' remediation experience including contaminated soil remediation and firing range environmental services such as lead recovery/recycling, range maintenance and improvements, lead impacted soil treatment and range closure; as well as heavy equipment operations in broad range of projects. His responsibilities include overseeing and performing demolition activities including asbestos removal, excavation of contaminated soils, lead (Pb) removal and treatment; restoration of remediation sites, sporting clubs and rifle ranges; heavy equipment hauling, and installation/removal of storm water, sewer and water lines.

#### **Resume Highlights**

>25 Metals remediation projects  
>17 Years' Demolition, remediation experience

**Years' Experience** Over 17 years demolition and remediation site supervision and project management

**Training** OSHA HAZWOPER 40-hr, 8-hr Refresher, Supervisor  
40-Hour EPA approved AHERA & Colorado AQCC Regulation No. 8 Asbestos Supervisor  
8-Hour OSHA 29 CFR 1910.146 Confined Space Training  
Lead Awareness OSHA 29 CFR 1926.92 Training  
32-Hour Colorado Regulation No. 19 Lead Training  
Lead Standard for the Construction Industry  
Lead Exposure in General Industry  
Respiratory Protection Program  
Demolition License held at Pikes Peak Regional Building Department, City of Brighton, City of Boulder

**Education:** AS Architectural Drafting





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**Skills:**

- Heavy equipment operator; experience in excavation of contaminated soils, backfill with proper compaction, demolition, new utility installation and safe excavation of existing utilities.
- Heavy Metal work; cleaning, encapsulation, excavation and treatment of Arsenic, Chromium, Lead and Mercury.
- Negative Pressure Enclosure construction and AHERA trained Asbestos Supervisor/Project Designer.
- Demolition of complete residential/commercial buildings, boilers, piping and tanks.
- Proper chemical and waste identification, packaging, profiling, transportation and disposal.
- 24-hour Response Manager for hundreds of emergency spill responses.
- Computer knowledge and proficient with most office programs.
- Development and interpretation of scale topographic, civil, architectural and mechanical drawings and maps.

**Experience:**

- Environmental Project Management, including;
  - Review and interpretation of RFP/RFQ and contract documents. Proposal, qualification and quote development and submittals.
  - Review, interpretation and implementation of federal, state and local laws and regulations.
  - Application and acquisition of required regulatory permits and license.
  - Development and management of project budgets, personnel, equipment, vendors, contracts and change order implementation.
  - Professional and courteous verbal and written interactions with work crews, vendors, contractors, regulators, property owners and customers involving the projects.
  - Oversight of employee health and safety on the project.
- Division Manager, including;
  - Simultaneous management and scheduling of personnel and equipment for multiple projects.
  - Employee certification tracking and development of employee training programs and classes.
  - Vehicle and equipment inspections, maintenance, repair, calibration, certification and purchases.
  - Hiring and training of new employees.
  - Maintenance of customer base and development of new business/customers.



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**Mr. Doyle has served as Site Supervisor includes, but is not limited to, the following MT2 projects:**

**Air Monitoring and Lead Dust Sampling; GSA Bren Mar Facility, VA:** Mr. Doyle supervised a team contracted to complete an initial sampling assessment of existing range conditions to determine levels of lead in the existing firing ranges and the immediate support areas. MT2 provided recommendations for further action(s) to properly manage lead exposure during renovation activities, as well as achieve compliant lead standards of renovated portions prior to re-use by facility personnel. MT2 utilized a GSA wipe-sampling criterion of "less than 200 micrograms per square foot" (<200 ug/sf) of lead to determine areas of elevated lead within and surrounding the range.

**Billings AFRC Lead Abatement; Billings, MT:** MT2 was contracted to remove portions of the former indoor firing range (IFR) of the Billings National Guard Readiness Center. Mr. Doyle supervised the following onsite tasks: removal of the bullet trap, wall paneling and HVAC ducts; and lead dust cleaning of approximately 3,000 square feet (ft<sup>2</sup>) of surfaces (ceilings, floors and walls). Areas included the former IFR, IFR entryway, mechanical room and the adjoining HVAC systems. MT2 completed the removal of lead contamination to less 40 ug/ft<sup>2</sup> from the firing range area. MT2 performed these maintenance tasks in compliance with EPA, OSHA, state, Federal and local regulations.

**Firing Range Maintenance Contract; Centennial Gun Club, CO:** MT2 provides bi-annual cleaning of lead at this large commercial indoor range and weekly lead removal. To accomplish this cleaning, Mr. Doyle and his crew use a HEPA vacuum in the shoot house including interior concrete surface area, all rubber flooring, walls, smooth surfaces inside interior rooms, catwalk, top of interior walls, any beams/joists at or below the catwalk level, plus the reachable trap/trap area. Wet wiping is used on furniture, smooth surfaces, rubber flooring, and walls within the interior structure, bullet trap and smooth surfaces at range. Bullets and fragments are placed in 55-gallon drums, appropriately labeled and sealed for transport to a certified lead recycler.



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### **2.3 SUBSTANTIATED COMPLAINTS**

There are no substantiated complaints against MT2 in the last 3 years; and there is not outstanding litigation.

MT2 has never received an EPA violation, penalty or fine, and we have never left a project uncompleted. MT2 is a leader in shooting range remediation safety. In fact, not only does MT2 comply with regulations, we also helped establish industry standards for environmental and safety methods.



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### 3.0 ADDITIONAL INFORMATION

#### 3.1 REQUIRED DOCUMENT REQUESTS

MT2's response is based on review of all RFP documents including Addendum 1 (1/17/18) and Addenda 2 (1/31/18), MT2 attendance at the mandatory site visit (1/24/18), **previous MT2 range maintenance services provided at the Adams County Sheriff's Office Firearms Training Facility**, and MT2's vast experience at similar sites in Colorado and nationwide.

MT2's proposal response includes one (1) Original, five (5) Copies, and one (1) Flash Drive PDF file of all required documents:

1. Copy of Addendum
2. Request for Proposal Checklist
3. Statement of No Bid – **Not Applicable**
4. Contractor's Certification of Compliance
5. Contractor's Statement
6. Reference Form
7. Term of Acceptance
8. Proposal
  - a. Executive Summary
  - b. Profile of Firm
9. Unit Price Schedule (provided in a separate sealed envelope)
10. Required Document Requests
11. Required Documentation to meet Evaluation Criteria
  - a. Statement of willingness to enter into the Standard Form Agreement

In addition, MT2's proposal meets the following required format:

- ☒ MT2's proposal does not reference Adams County logo
- ☒ The Original proposal document with manual signatures is marked "Original"
- ☒ MT2's proposal is provided in the format required by the County
- ☒ MT2's proposal is in appropriate tab format
- ☒ MT2's proposal includes a Table of Contents by section and page number

#### 3.2 REQUIRED EVALUATION DOCUMENTS

##### 3.2.1 Agreement

MT2 is willing to enter into the Standard Form Agreement as provided in the RFP documents.

##### 3.2.2 MT2 is the Best Value Contractor

MT2's proposal objectives are to provide cost-effective and compliant firing range demolition, proven lead reclamation, and soil treatment services that will meet project criteria and/or exceed Adams County's project specifications and overall goals; as well as achieving compliance with OSHA, US EPA, State of Colorado requirements for remediation and range closure.

With our unmatched experience and understanding of this site and our proven capabilities executing similar projects an industry leader nation-wide and in Colorado, MT2 has completed this response to demonstrate our unique capabilities, best-value approach, and commitment to supporting the County on



### 3.3 OVERVIEW OF ECOBOND® TECHNOLOGIES

MT2 maintains a broad portfolio of patented and proprietary chemical metals stabilization processes; known as ECOBOND® that provide permanent stabilization of all heavy metals. The MT2 processes are previously approved by the US EPA and are non-hazardous. The resulting treated soils contain extremely stable metal compounds that virtually eliminate the leaching of metals to the environment. The strength and effectiveness of the stabilization has been verified using the EPA's TCLP test parameters and Multiple Extraction Procedure (MEP) tests.

Advantages of ECOBOND® chemical stabilization also include its robust capability and ease of application. The technology can be applied in a wet or dry form and can be used to stabilize metals in-situ or ex-situ. These varied applications make it ideal for use at a wide range of metals contaminated sites. At some sites the technology can be surface applied and mixed into soil in its dry form. At other sites the technology can be sprayed in its wet form onto the contaminated material in a topical fashion. In addition to the technical and application advantages, the cost of utilizing chemical stabilization to treat heavy metals contamination is attractive. By being able to treat metals contamination to EPA RCRA or Universal Treatment Standards (UTS), stabilized waste can often be left on-site rather than transported off-site to a hazardous landfill. The disposal cost savings for stabilized metals can often be measured in the hundreds of dollars per ton.

#### MT2 ECOBOND® ADVANTAGE

- **Lower Cost:** Typically 30%-50% lower cost
- **Reduction of Environmental Liability:** Significantly reduces potential of long-term liabilities
- **Proven Technology:** Technology previously approved by EPA and state regulators with guaranteed, field validated reliability
- **Best Available Technology:** Permanent and irreversible chemical process, strength and durability to 1,000 years verified by EPA approved testing

**Table 1 MT2 Metals Treatment Results (TCLP)**

Waste Stream	Metals	Pre Treatment	Post-Treatment	Regulatory Standards	
		TCLP (ppm)	TCLP (ppm)	RCRA (ppm)	UTS (ppm)
Mill Tailing	As	2,200.0	1.030	5.0	5.000
Sludge	Cd	160.0	0.100	1.0	0.110
Mill Tailing	Cr	14.0	<0.050	5.0	0.650
Industrial Site	Ba	249.0	0.030	100.0	210.0
Industrial Site	Pb	980.0	0.250	5.0	0.750
Firing Range	Pb	977.0	0.180	5.0	0.750
Mine Tailing	Zn	108.0	2.000	NA	4.300
Mill Tailing	Se	190.0	0.890	1.0	5.700
Chemical Waste	Hg	500.0	0.070	0.2	0.025

TCLP = Toxicity Chemical Leaching Procedure



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**Table 2 MT2 Lead (Pb) Treatment Results (SPLP)**

		Pre Treatment SPLP	Post-Treatment SPLP	Regulatory Standards	
Project Location	Metal	(mg/L)	(mg/L)	RCRA (ppm)	UTS (ppm)
Florida Soils/Sediment					
Sample 1	Pb	0.17	0.0140	5.0	0.750
Sample 2	Pb	0.11	BDL	5.0	0.750
Sample 3	Pb	4.70	0.0130	5.0	0.750
Massachusetts Inland Soils/Sediment					
Sample 1	Pb	3.30	0.0530	5.0	0.750
Sample 2	Pb	3.30	0.0550	5.0	0.750
Sample 3	Pb	3.30	0.1400	5.0	0.750
Utah Soils					
Sample 1	Pb	3.79	0.0800	5.0	0.750
Sample 2	Pb	2.17	0.0900	5.0	0.750
New York Soils/Sediments					
Sample 1	Pb	1,040	0.0184	5.0	0.750
Sample 2	Pb	1,090	0.0330	5.0	0.750
Sample 3	Pb	2,220	0.0104	5.0	0.750

SPLP = Synthetic Precipitate Leaching Procedure

Heavy metals contamination can be found associated with spent battery recycling sites, electroplating facilities, process sludge, military sites, firing ranges, brownfields redevelopment, lead based paint coated buildings and structures, and associated with mining activities. Our services and technologies have been applied to project work for the following types of commercial, industrial and government clients:

Commercial and Industry Applications: mining and smelting operations, battery recycle and disposal sites, military and private firing ranges, brownfields/real estate development, process wastes and sludge, and electric arc steel manufactures.

Government Agencies and Programs: Environmental Protection Agency, Department of Energy, Department of Defense, Bureau of Reclamation, U.S. Army Corps of Engineers and State Environmental and Health Agencies.

MT2's ECOBOND® process utilizes a combination of proprietary materials that are nature's best stabilizers of leachable metals. ECOBOND® compounds have extremely low Ksp (solubility potential) values indicating that it is virtually impossible to dissolve these metal complexes (Table 3). This technique has been used to stabilize heavy metals for a number of years and have proven superior to cementation and other methods that rely on increasing the alkalinity of the matrix to immobilize the metals. Unlike many stabilizing compounds, the MT2's reagents bond directly with metals and are not subject to long-term pH related deterioration.

**Get the Lead Out!**

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**Table 3 - Ksp (Solubility Potential) of Various Lead-Phosphate Minerals**

Lead Species / Mineral Name	Formula	Log Ksp
Salt	NaCl	0.0*
Quartz	SiO <sub>2</sub>	-4.0
Anglesite	PbSO <sub>4</sub>	-7.7
Cerussite	PbCO <sub>3</sub>	-12.8
Galena	PbS	-27.5
Fluoropyromorphite	Pb <sub>5</sub> (PO <sub>4</sub> ) <sub>3</sub> F	-71.6
Hydroxypyromorphite	Pb <sub>3</sub> (PO <sub>4</sub> ) <sub>3</sub> OH	-76.8
Plumbogummite	PbAl <sub>3</sub> (PO <sub>4</sub> ) <sub>2</sub> (OH)5H <sub>2</sub> O	-99.3
Corkite	PbFe <sub>3</sub> (PO <sub>4</sub> )(SO <sub>4</sub> )(OH) <sub>6</sub>	-112.6

*\*For comparison purposes*

The EPA's TCLP is one measure of the long-term stability of a treated waste because it simulates the leaching effect of water or acid that may come into contact with stabilized metals. To simulate a longer period of environmental exposure, the Multiple Extraction Procedure (MEP) test has been developed. The MEP test consists of multiple acid extractions and pH adjustments that are similar to the TCLP test. However, different leachates are used for each of ten separate extractions. It is estimated that each TCLP extraction simulates 100 years of stability and after ten MEP extractions, 1,000 years of metals stability are simulated. The durability of similar treated materials has been tested by numerous MEP tests and has been evaluated in the EPA's Superfund Innovative Technology Evaluation (SITE) program. The MEP test is just one of the tests that have been conducted to establish the long-term stability of chemically stabilized waste. See Table 4.

**Table 4 - Example of Treatment Results using MEP Testing of MT2 Stabilized Lead Contaminated Soil**

	Crooksville Lead Superfund Site	Crooksville Lead Superfund Site	Lead Paint Sand Blast Grit	Lead Paint Sand Blast Grit	Lead Paint Sand Blast Grit
Pre Treatment Lead (TCLP)	32	980	26	34	49
MEP Extraction Post Treatment					
#1 - 100 years	0.08	<0.05	<0.05	<0.05	<0.05
#2 - 200 years	0.14	0.13	<0.05	<0.05	<0.05
#3 - 300 years	0.21	0.05	<0.05	<0.05	<0.05
#4 - 400 years	0.13	0.06	0.13	0.23	0.08
#5 - 500 years	0.14	0.08	0.31	0.12	0.07
#6 - 600 years	<0.05	0.15	0.15	0.06	0.06
#7 - 700 years	0.16	<0.05	0.19	0.03	0.04
#8 - 800 years	0.25	0.18	0.19	0.05	0.06
#9 - 900 years	0.26	0.53	0.18	0.06	<0.05
#10 - 1,000 years	0.23	0.33	0.14	<0.05	<0.05
Average MEP Extraction	0.165	0.161	0.14	0.075	0.056



**Proposal:** RFP-BB-2018-200 Shooting Range Demolition and Soil Remediation  
Adams County Firearms Training Facility  
**Prepared for:** Bethany Bonasera, Contracts Spec III; [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Adams County, 4430 S Adams County Pkwy, Brighton, CO 80601

February 6, 2018

Page 30

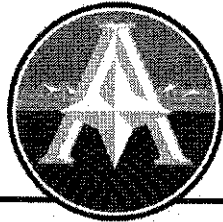
In summary, MT2's proprietary ECOBOND® technology has previously been approved by the U.S. Environmental Protection Agency as well as state regulators. ECOBOND® provides an advanced in situ and ex situ treatment for a wide variety of metals utilizing innovative methods with standard equipment, converting RCRA hazardous waste into non-hazardous material. MT2's state-of-the-art technologies and experienced personnel provide clients with technical and field services producing substantial cost savings. MT2's ECOBOND® technologies are broadly applicable for chemical conversion and stabilization for:

- Soils, Silts and Sediments
- Process Waste and Sludges
- Firing Ranges/Shooting Ranges
- Lead Paint and Glass
- Mine/Smelter Sites
- Former Disposal Locations
- Brownfields Sites
- Battery Recycling Site

The advantages of ECOBOND® technologies and MT2 services include:

- Lower Cost: Typically 30%-50% lower cost than other alternatives
- Reduction of Environmental Liability: Significantly reduced potential of long-term liabilities through improved best management practices
- Eliminates Generation of Hazardous Wastes: No hazardous waste manifesting, substantial disposal cost reduction and reduced liability
- Proven Technology: Technology previously approved by EPA and state regulators in over seven (7) years of operations with guaranteed, field validated reliability
- Best Available Technology: Permanent and irreversible chemical process, strength and durability to 1,000 years verified by EPA approved testing.





**ADAMS COUNTY**  
**COLORADO**

Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## **REQUEST FOR PROPOSAL COVER SHEET**

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RFP Issue Date: January 12, 2018

RFP Number: RFP-BB-2018.200

RFP Title: **SHOOTING RANGE DEMOLITION  
AND SOIL REMEDIATION**

Pre-Proposal Meeting: **MANDATORY January 25, 2018 2:00pm MT**  
14451 Riverdale Road Brighton, CO 80601

RFP Questions Due: January 29, 2018

Proposal will be received until: February 6<sup>th</sup>, 2018 2:00 MT, Our Clock  
4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

For additional information please contact: Bethany Bonasera, Contract Specialist III  
720-523-6056  
Email Address: [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)

Documents included in this package: Proposal Instructions  
General Terms and Conditions  
Scope of Work (SOW)/ Specifications (**see  
Attachment A for detailed SOW and Pricing Form**)  
Submission Check List  
Statement of No Bid  
Contractor's Certificate of Compliance  
Contractor's Statement  
Reference Form  
Term of Acceptance Form  
Appendix – Sample Agreement

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- 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

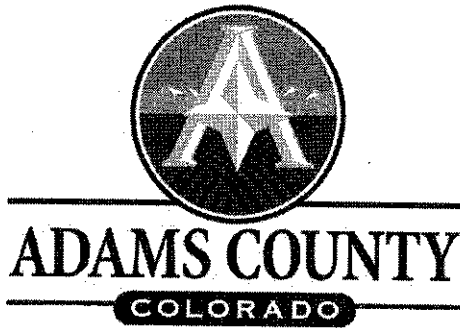
## **7. PRE-PROPOSAL MEETING AND WALK-THROUGH IS MANDATORY:**

- 7.1. A **mandatory** pre-proposal meeting will be held on January 24th at 2:00 pm at 14451 Riverdale Road Brighton, CO 80601 to discuss the Scope of Work. A representative of the Contractor must attend this **mandatory** conference in order to qualify to respond to this Agreement.
- 7.2. **Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.**
- 7.3. Pricing **MUST** be submitted in a separate sealed envelope.

## **8. METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

- 8.1. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.

- 8.2. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

### 2. CONTENTS OF PROPOSAL

2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:

2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.

3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

## **5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION**

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 84-6000732

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

## **6. SIGNING PROPOSAL**

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

## **7. PREPARATION AND SUBMISSION OF PROPOSAL**

### **7.1. PREPARATION**

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.

7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any

- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Shooting Range Soil and Remediation RFP-BB-2018.200.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the 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 Board of County Commissioners to close the County offices.

## **9. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

### **9.2. WITHDRAWAL OF PROPOSALS**

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

## **10. REJECTION OF PROPOSALS**

- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

11.5. 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.

**12. QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

**13. AWARD OF SOLICITATION:** The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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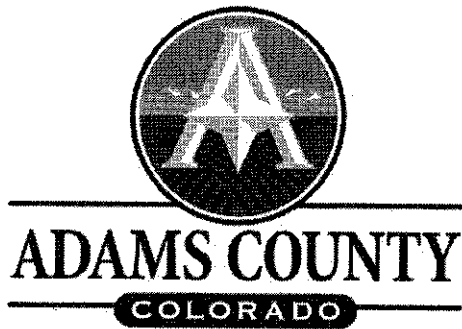
**PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.**

**Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.**

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal
3. Submit proposal in a tab format
4. Table of Contents – Include a clear identification of the material by section and by page number. , i.e. Mandatory Requirements section, etc.
5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
6. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
  - a. Size of the Firm and size of local office (if applicable)
  - b. Location of the office, where the work on this engagement is to be performed
  - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
  - d. Number and nature of staff to be assigned to this project on a part-time basis.
  - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
  - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
7. Provide documentation that satisfies the Required Document requests.
8. Provide documentation that satisfies the criteria to be evaluated.

**III. Detailed Scope/Specification Requirements- SEE ATTACHMENT A FOR DETAILED SCOPE OF WORK, DRAWINGS, AND PRICE FORM.**

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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
STATEMENT OF NO BID  
COMPLETION OF THIS FORM IS OPTIONAL**

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County Purchasing Division  
Attn: Bethany Bonasera, Contract Specialist  
4430 South Adams County Parkway, C4000A  
Brighton, CO 80601

Email: [bbonasera@adcogov.org](mailto:bbonasera@adcogov.org)  
Subject: RFP-BB-2018.200

- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform within the required time.
- ☐ We are unable to meet insurance and/or bonding requirements.
- ☐ We do not offer/supply this product or service.

Further Remarks/Comments:

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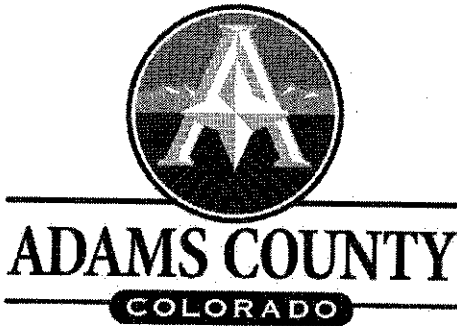
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**PRINT OR TYPE YOUR INFORMATION**

<hr/> Contractor Name		<hr/> Phone
<hr/> Address:	<hr/> City/State	<hr/> Zip Code
<hr/> Contact Person	<hr/> Title	<hr/> Date
<hr/> Email Address		





Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): \_\_\_\_\_

Contractor Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

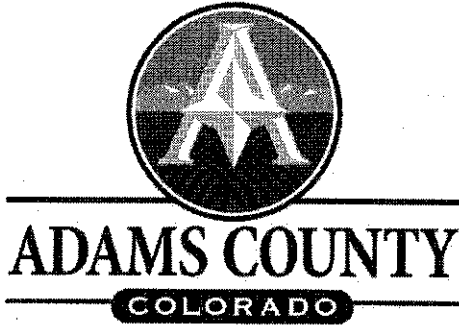
City, State, Zip Code \_\_\_\_\_

County \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL  
TERM OF ACCEPTANCE FORM**

Request for Proposal # \_\_\_\_\_

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

Contractor Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.
- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. 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. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

- 2.1. 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:
- 2.2. 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.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. 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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## **6. LIQUIDATED DAMAGES**

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500

obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

#### **10. CHANGE ORDERS OR EXTENSIONS**

10.1. 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 Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

10.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

#### **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

#### **12. CLEAN-UP**

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

#### **13. PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be PM's NAME, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

**further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

**16. INDEMNIFICATION**

16.1. The Contractor

agrees to

indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

**17. INSURANCE**

17.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

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

Personal Injury Protection Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. Professional Liability Insurance\*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence \$1,000,000

17.1.5 Pollution Liability Insurance:

Each Occurrence \$1,000,000

\*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.

17.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

17.2.1. 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

by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**19. BONDING:**

- 19.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

**20. MUTUAL UNDERSTANDINGS**

- 20.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

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.

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SAMPLE



## 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:

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

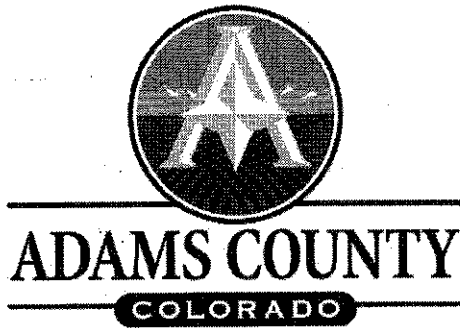
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## **REQUEST FOR PROPOSAL COVER SHEET ADDENDUM 1**

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RFP Issue Date:	January 12, 2018
RFP Number:	RFP-BB-2018.200
RFP Title:	<b>SHOOTING RANGE DEMOLITION AND SOIL REMEDIATION</b>
Pre-Proposal Meeting:	<b>MANDATORY January 24, 2018 2:00pm MT</b> 14451 Riverdale Road Brighton, CO 80601
RFP Questions Due:	January 29, 2018
Proposal will be received until:	February 6 <sup>th</sup> , 2018 2:00 MT, Our Clock 4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Bethany Bonasera, Contract Specialist III 720-523-6056
Email Address:	<a href="mailto:bbonasera@adcogov.org">bbonasera@adcogov.org</a>