ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25th day of November 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **SENES Consultants** located at 8310 South Valley Highway, Suite 135, Englewood, Colorado 80112 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. **SERVICES OF THE CONTRACTOR:**

   1.1. All work shall be in accordance with the attached **RFP 2013.044** as **Exhibit A** and the Contractor's response to the RFP 2013.044 attached hereto as **Attachments A1-A9**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A9** and this Agreement the terms and conditions of this Agreement shall prevail.

   1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. **TERM:**

   3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.

   3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to one (1), one (1) year extension providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of **seventy-nine thousand, eighty hundred dollars and no cents** (79,800.00), in accordance with the attached fee schedule reference in **Attachment A2** for the initial year.

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

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

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

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

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

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

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

8.1.1. Each Occurrence: $1,000,000
8.1.2. General Aggregate: $2,000,000

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

8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

8.4.1. Each Occurrence: $1,000,000
8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

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

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

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

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

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and

that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department:	Planning and Development Department
Contact:	Craig Tessmer, Environmental Analyst
Address:	4430 S. Adams County Pkwy 1st Floor, Suite W2000A
City, State, Zip:	Brighton, Colorado 80601
Office Number:	720.523.6841
E-mail:	ctessmer@adcogov.org

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

Contractor:

Department:	SENES Consultant
Contact:	Steven H. Brown, CHP
Address:	8310 South Valley Highway, Suite 135
City, State, Zip:	Englewood, Colorado 80112
Office Number:	720.961.0951
E-mail:	sbrown@senesusa.com

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

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

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

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page left blank intentionally

ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

1. BAFO, dated August 13, 2013

2. Proposal, dated June 27, 2013

3. Addendum Two, dated June 14, 2013

4. Addendum One, dated May 23, 2013

5. Offeror's Signed Certificate of Compliance for RFP 2013.044, dated June 27, 2013

6. Offeror's Statement/Signature Page for RFP 2013.044, dated June 27, 2013

7. Clean Harbors Deer Trail 2012 Annual Report, dated March 29, 2013
   7.1 Clean Harbors Amended Monthly Report, dated April 2013
   7.2 042913 Schedule
   71.3 050613 Schedule

8. Clean Harbors Deer Trail 2012 Amended and Restated Certificate of Designation, dated November 5, 2012, Case Number: EXG2012-00002

9. Clean Harbors Deer Trail Landfill, Baseline Technical Assessment-Supporting Evaluation, dated June 11, 2012
   9.1 Cover Letter, dated June 11, 2012
   9.2 Revision 2, dated June 11, 2012
   9.3 Revision 4, dated June 11, 2012
   9.4 Appendix B Summary of Clean Harbors Deer Trail Facility Requirements
   9.5 Appendix C RESRAD/RESRAD-Offsite Dose Modeling Output

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Safety Consultant Services for Clean Harbors Deer Trail Landfill – Best & Final Offer

Prepared for Adams County, CO

Prepared by SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, CO 80112

August 13, 2013

EXHIBIT A
FEE SCHEDULE
OPTION YEAR ONE

The offeror is responsible for supplying all labor, and materials to perform the services as identified in the scope of services. Offeror's fees as detailed below shall be firm through the entire term of the awarded agreement.

1. Hourly Rates Summary for the attached scope of service; please provide the breakdown of your hourly rates and typical number of hours for each discipline. All reimbursable fees must be defined and identified.

Discipline	**Estimated Number Hours**	**Hourly Rate**	**Total**
Project Manager/ Sr. Health Physicist: Steven H Brown	**50**	**$ 215.**	**$ 10,750.**
Project Health Physicist: Lisa Manglass	**550**	**$ 113.**	**$ 62,150.**
Administrative Support;(Word processing, graphics)	**40**	**$ 72.**	**$ 2880.**

2. Meetings **Included Above**
Meet on an as needed basis with Adams County Board of Commissioners may require evening meetings at 1-2.5hrs.

3. Mileage
Mileage Rate per the County $ 0.565*
Estimated number of miles _____ **$ 3900.**

4. Overhead **Included above**

5. Profit **Included above**

TOTAL $ 79,680.

*Assumes 40 round trips from SENES Denver office in Englewood to CHDT Landfill in Deer Trail plus 14 trips to the Adams County Government Center.

SENES' Capabilities and Experience to Review a Radiological Material Component of Renewal Applications – Radioactive Material Licensing and Permitting Experience

SENES' Denver office staff has been responsible for the oversight and preparation of multiple radioactive material license applications under both State (Colorado and Texas) and Federal (US Nuclear Regulatory Commission) authority. The Denver SENES office staff have worked on multiple license applications for facilities including preparation of environmental assessments involving design and execution of radiological environmental monitoring programs, preparation of numerous technical sections of applications involving protection of worker and public health, and performing peer review of assembled license applications prior to agency submittal. Additionally, we have provided support to numerous clients to assist in compliance with the terms and conditions of their radiological licenses and permits. Of particular relevance to this scope of work for Adams County, SENES Denver office staff has provided technical support for radioactive material license applications submitted to the CDPHE specifically for uranium recovery and NORM/TENORM landfill facilities. Examples of these projects are described in our original proposal of June 27, 2013 in Section 1, Experience and in Appendix C.

Radioactive Material Licensing and Permitting Experience of the Proposed Project Manager, Steven H Brown, CHP

Mr. Brown has been a licensee and in some cases the designated Radiation Safety Officer (RSO) of USNRC and/or the Agreement State of Colorado radioactive material licenses at various times since the 1970s. He was the RSO under two CDPHE licenses for Westinghouse during the period 1976 -1981 for their radiochemistry laboratory in Boulder and for a uranium recovery R & D facility in Weld County, Colorado. While with the Shaw Group during the period, 2002 -2007, he prepared the application and was the RSO under a USNRC licensee authorizing possession and use of a wide range of radionuclides for decontamination of nuclear facilities and for radioactive waste management and disposal. More recently, he assisted Energy Fuels Resources (Lakewood, Colorado) in preparation of the CDPHE radioactive material license for the Piñon Ridge Uranium Mill in Montrose County and was the RSO under that license when issued by CDPHE last year. Since he has worked for SENES, he has assisted many uranium companies in preparing radioactive material licenses for the USNRC. Additionally, in the last 2 years, he has prepared several CDPHE license applications for local Colorado municipalities for treatment of domestic well water to remove uranium and radium and is the designated CDPHE approved RSO under these licenses. Additional information on Mr. Brown's experience in this regard was provided in our original proposal of June 27, 2013 in Section 4, Key Personnel.

Radioactive Material Licensing and Permitting Experience of the Proposed Project Health Physicist, Lisa Manglass

Lisa has worked primarily on the licensing and permitting of new facilities during her time with SENES Consultants. She has been involved in the design of programs to evaluate radiological baseline conditions at uranium sites, as well as in the preparation of the sections of radioactive material license applications that provide dose assessments to workers and the public, development of unrestricted use radiological release criteria, and development of standard operating procedures and radiation safety protocols. She has also functioned as a liaison for clients completing licensing and permit processes when presenting their actions to both public stakeholder forums and to regulatory bodies.

Of particular relevance to this potential need by the County, it should be noted that the RESRAD family of codes (developed by the Argonne National Laboratory, Lemont, IL) provides the basis of the Baseline Technical Assessment (assessment of radiation dose to the public) for the Clean Harbors Dear Trail Landfill or any facility accepting radiological materials. Accordingly, any facility applying for or amending a Certificate of Designation from the County would be required to prepare or update these technical dose assessments using the RESRAD family of codes. Lisa has attended multiple certification classes for the RESRAD family of codes at Argonne National Laboratory and is competent in preparing dose assessments using the code, as well as evaluating and critiquing dose assessments prepared by other parties. She has used the RESRAD code to complete many site assessments for license and permitting applications that have been accepted by the USNRC, the CDPHE and the State of Texas Commission on Environment Quality.

Additional information on Ms. Manglass' experience in this regard was provided in our original proposal of June 27, 2013 in Section 4, Key Personnel.

Safety Consultant Services for Clean Harbors Deer Trail Landfill

Prepared for Adams County, CO

Prepared by SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, CO 80112

June 27, 2013

6. COST PROPOSAL AND WORK SCHEDULE

This section presents SENES's fee and work schedule. The estimated number of hours and associated costs provided below represent estimates on an annual basis for the first year following award and notice to proceed. The hourly rates provided are fully loaded rates and include all overhead and profit associated with labor. Labor associated with attendance at special meetings (e.g., with the Adams County Board of Commissioners - assumed 2 / year) are included in the hour estimates provided below.

Discipline	Estimated Number of Hours	Hourly Rate	Total ($000)
Project Manager/ Sr. Health Physicist Steven H Brown	60	$210.	12.6
Project Health Physicist Lisa Manglass	550	$110.	60.5
Administrative Support (Word processing, graphics)	40	$70	2.8
Mileage @ $0.565*			3.9
TOTAL ESTIMATED COST FOR FIRST YEAR			**79.8**

*Assumes 40 round trips from SENES Denver office in Englewood to CHDT Landfill in Deer Trail plus 14 trips to the Adams County Government Center.

Safety Consultant Services for Clean Harbors Deer Trail Landfill

Prepared for Adams County, CO

Prepared by SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, CO 80112

June 27, 2013

SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, Colorado, USA 80112
Tel: (720) 961-0950
Toll Free: (877) 684-1090
Fax: (303) 468-3016
E-mail: senescolorado@senesusa.com
Web Site: www.senesusa.com

27 June 2013

Re: Safety Consultant Services for Clean Harbors Deer Trail Landfill

To Whom It May Concern:

SENES Consultants of Englewood, CO is pleased to provide to Adams County, CO its proposal in response to RFP 2013.044: Safety Consultant Services for the Clean Harbors Deer Trail Landfill.

SENES Consultants is a company that specializes in the fields of energy, nuclear and environmental sciences. Specialists in Energy, Nuclear and Environment Sciences (SENES) was founded in Canada in 1980. Since its inception, the company has participated in over 5,000 projects in over 50 different countries throughout the world including North and South America, the Caribbean, Africa, Australia, Europe, Asia, the Middle East and the Far East.

Collectively, our staff has hundreds of years of nuclear experience with over 50% of our work involving radioactivity or nuclear projects. Our clients include private sector companies, government agencies, industrial associations, and international development organizations such as the Inter-American Development Bank and the World Bank.

With over 30 years experience managing a variety of projects, SENES has developed a worldwide reputation within the nuclear industry. SENES has developed a reputation for successfully delivering scientific expertise and providing an exceptional quality service to our clients.

SENES provides specialty consulting services, strategic advice, and planning on a range of projects within the nuclear industry pertaining to management of Naturally Occurring Radioactive Material (NORM), uranium mining and milling, uranium refineries, fuel fabrication facilities, nuclear power generation stations, and radioactive waste management facilities.

The SENES Denver, Colorado (USA) office was established in the fall of 2008 to provide radiological and related engineering and environmental services to the US uranium recovery industry (uranium mines and mills and in situ recovery facilities) and sites or facilities impacted by or that manage NORM or Technologically Enhanced Naturally Occurring Radioactive Material (TENORM) including waste management facilities. Over the last few years, the United States Nuclear Regulatory Commission (USNRC) has received radioactive material license applications and issued licenses for many new uranium recovery facilities and similar new uranium recovery projects are being developed in the agreement states of Texas and Colorado.

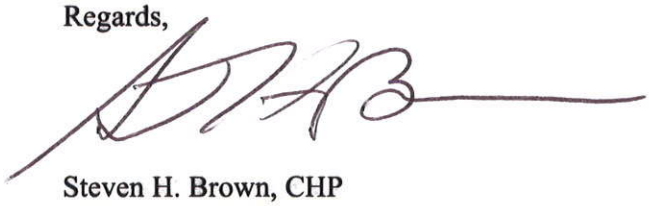
The SENES Denver office is assisting many of these new and existing uranium recovery projects by providing the following services:

- Licensing and regulatory compliance
- Development of radiation protection and health physics programs
- Environmental and effluent monitoring and assessment
- Fate and contaminant transport analysis
- Human health and ecological risk assessments
- Quality assurance program development and execution
- Radiological engineering and facility design

SENES completed a merger with ARCADIS on March 21, 2013. ARCADIS is an international company providing consultancy, design, engineering, and management services in the fields of infrastructure, water, environment and buildings. We are excited by this transition in that it provides SENES clients with the best of all possible worlds: the capability to offer broader and deeper services to our existing clients and the platform to support work globally.

Our proposal has been organized to be fully responsive to the Evaluation Criteria in your RFP. For example, the depth of experience of our proposed personnel in radiological environmental assessments, interpretation of data and monitoring is provided in Section 4: Key Personnel. Section 1: Experience, provides selected descriptions of project examples demonstrating the extensive experience of SENES in radiological projects incorporating elements of your scope of work and includes projects that our proposed staff have participated in. Additionally, Appendix C provides further examples of the depth and breadth of SENES' nuclear industry experience including the assessment of environmental and public heath impacts of Naturally Occurring Radioactive Materials (e.g., uranium and radium). Our approach to accomplish your scope of work and cost proposal are provided in Section 2: Materials and Means to Accomplish the Scope of Work, Section 5: Detailed Approach to the Scope of Work and Section 6: Cost Proposal and Work Schedule. We believe this proposal offers a highly competitive and efficient approach to the accomplishment of your objectives, and we look forward to your favorable response.

Regards,



Steven H. Brown, CHP
Manager, Colorado Operations
Direct Tel: (720) 961-0951
Cell: (303) 941-1506
E-mail: sbrown@senesusa.com

SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, Colorado, USA 80112
Tel: (720) 961-0950
Toll Free: (877) 684-1090
Fax: (303) 468-3016
E-mail: senescolorado@senesusa.com
Web Site: www.senesusa.com

Safety Consultant Services for Clean Harbors Deer Trail Landfill Prepared for Adams County, CO

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1. EXPERIENCE

This section presents SENES's specific experiences with seven projects of similar scale and type as the Safety Consultant Services project for Adams County. Additional examples of SENES's projects including management of Naturally Occurring Radioactive Material (NORM) and with the uranium fuel cycle are described in our supplemental material, which is included in Appendix C.

EFFLUENT, WATER AND SEDIMENT MONITORING REPORT WELCOME AND PORT GRANBY WASTE MANAGEMENT FACILITIES, 2008-2009

Client: Cameco Corporation

Summary: The Welcome Waste Management Facility (WWMF) and the Port Granby Waste Management Facility (PGWMF) contain NORM, low-level radioactive waste (LLRW), and chemical contaminants such as arsenic. Contaminated water is collected on site and treated prior to discharge. SENES was retained to:

- Analyze 11 years of treatment system inflow and effluent data as presented in Cameco Corporation (Cameco) Annual Reports;
- Compile a list of analytes of interest identified in the Port Hope Area Initiative (PHAI) Environmental Assessment (EA) study report and supporting documents;
- Interpret the results from the effluent, water and sediment monitoring program;
- Interpret the results from the total interceptor discharge toxicity testing; and
- Examine the total interceptor discharge mixing zone (effluent plume) and extent of dilution into Lake Ontario.

At the PGWMF, the treatment inflow from the facility is treated to remove contaminants and the resulting treatment system effluent is transported to Lake Ontario through a steel culvert. The culvert also conveys intercepted clean water from surface and sub-surface drains. The discharge flows a short distance overland before entering the lake. At the WWMF, the treatment system effluent is discharged into Lake Ontario via a pipeline. The maximum treatment system effluent discharge rate is governed by the discharge pumps and is approximately 360 L/min.

The results of the study showed how changes with the WWMF and PGWMF operations affected environmental conditions in the receiving waters. The results also provided an indication of variability in environmental quality and temporal or seasonal trends. The effluent data was combined with CORMIX model results and the results from acute and sublethal toxicity testing

of effluent to interpret the field water quality and sediment data. The findings of the study were used to support license renewal for the two facilities. The scope of work expanded and schedules were revised during the execution of the project. The client was satisfied with the project execution and overall budget.

Budget: $300,000

Duration: Approximately 14 months

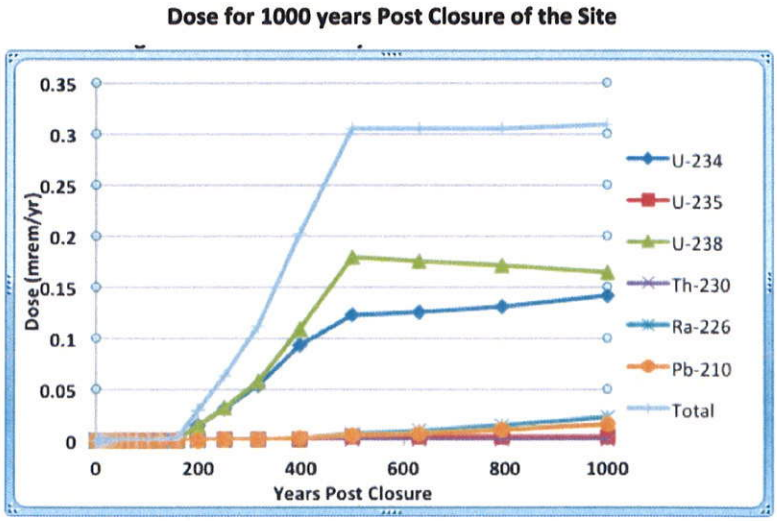
Completion: On Schedule

Reference (See Appendix B): Mr. Tom Smith, Senior Environmental Specialist

RADIOLOGICAL DOSE ANALYSIS FOR SOUTHSIDE LANDFILL, PUEBLO, 2012

Client: Waste Connections

Summary: SENES worked with Waste Connections regarding their SouthSide Landfill to perform a radiological dose analysis for this landfill in Pueblo, CO. This landfill site was preparing a proposal to the Colorado Department of Public Health and Environment (CDPHE) to allow continued acceptance of Technologically Enhanced Naturally Occurring Radioactive Materials (TENORM). The waste described in this project was TENORM waste (natural uranium and radium 226) at the licensing limit, i/e. 0.5% (339 pCi/g) uranium. SENES assisted Waste Connections in demonstrating that doses to both workers at the landfill and local residents would be ALARA during operations at the site. This was accomplished in part by demonstrating to CDPHE and Waste Connections that operation under the current TENORM acceptance criteria has not resulted in the presence of radioactive materials in the landfill leachate. SENES also provided a RESRAD computer code analysis of the landfill site, assuming that a resident farmer would move onto the site post-closure. SENES was able to demonstrate to the CDPHE that doses to a resident farmer at the site would be below 1 mrem/year (or less than 1% of the public dose limit) in the credible worst-case scenario.



Budget: $20,000

Duration: 3 months

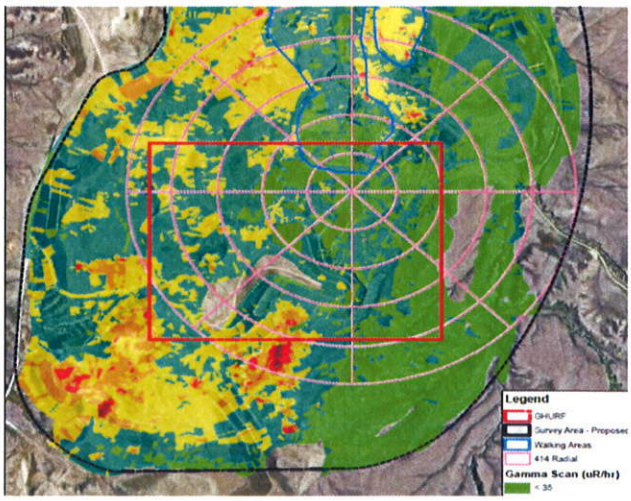
Completion: On Schedule

Reference* (See Appendix B): Jim Grice, Colorado Department of Public Health and Environment

*Note: The client project manager has left Waste Connections and no forwarding address was provided. Accordingly, the regulator who oversaw this project can provide a reference.

RADIOLOGICAL SURVEY OF FORMERLY IMPACTED URANIUM RECOVERY SITE, 2012

Client: Strathmore Resources (US) Ltd.



Summary: At a former uranium mining and milling site in the Gas Hills region of Wyoming, SENES performed radiological characterization surveys to define the existing radiological baseline to be used for licensing the Gas Hills Uranium Recovery Project, a proposed new uranium mine and mill. The site was radiologically impacted by NORM/TENORM materials due to historical ("legacy") uranium mining and milling projects going back over 40 years. Accordingly, this "brownfield" site exhibited radiological characteristics (direct gamma ray exposure rates, uranium and radium concentration in soil, radon exhalation rates, etc.) at levels many times background and at some locations, in excess of current United States Environmental Protection Agency (USEPA) and United States Nuclear Regulatory Commission (USNRC) public exposure criteria.

The atypical brownfield/natural mineralization circumstances surrounding the GHURF project include complex radiological baseline conditions which for some environmental media, required sampling/monitoring program designs that exceeded the minimum specifications outlined in USNRC Regulatory Guide 4.14 (Radiological and Effluent Monitoring at Uranium Mills) in order to meet the technical intent and Data Quality Objectives (DQOs) for baseline characterization as required by the USNRC for licensing (regulatory Guide 4.15, Quality Assurance for Radiological Monitoring Programs - Effluent Streams and the Environment).

The media that needed to be sampled and analyzed for naturally occurring radionuclides (Uranium, Thorium 230, Radium 226 and Lead 210) in this baseline program included:

- Airborne radiation: radionuclide particulates in air, radon in air and radon flux;
- Direct radiation: direct gamma via field scanning and long term direct radiation via thermoluminscent dosimeter (TLD);
- Soils and sediment: surface soil and sediment in surface water bodies and arroyo beds;
- Vegetation, food and fish: vegetation important to the diet of grazing animals and animal tissue from local beef and wild game;
- Surface water: stormwater grab samples from ephemeral streams and ponds; and
- Groundwater: domestic wells, stock wells, and miscellaneous use well water.

In addition to providing program design and quality assurance reviews for all sampled media, SENES performed on-site direct gamma surveys of this approximately 3200 acre site. The objective of these surveys was to determine the existing, radiological baseline of the area in terms of direct gamma radiation exposure and exposure rate. The survey consisted of GPS-enabled gross gamma radiation surveys of the entire land section on parallel scan paths every 164 ft. (50 m), depending on terrain.

Using consistent field survey considerations outlined in USNRC NUREG-1575, MARSSIM, (Multi-Agency Radiation Survey and Site Investigation Manual), SENES applied more recent GPS-based scanning technologies capable of providing much higher density and more uniform gamma measurements across very large areas. All-terrain vehicles (ATVs) fitted with sodium iodide (NaI) instrumentation, were used to survey most of the Site. Walkover surveys were performed using GPS-enabled NaI instrumentation in backpack units in areas that were deemed more sensitive, such as the newly reclaimed areas at the Site.

Budget: Approximately $60,000

Duration: Approximately 6 months

Completion: On Schedule

Reference (See Appendix B): Juan Velasquez, Vice President, Strathmore Resources (US) Ltd.

PORT HOPE AREA INITIATIVE (PHAI), PORT HOPE SMALL SCALE SITES SURVEY PORT HOPE, ONTARIO, CANADA, 2012-PRESENT

Client: Public Works and Government Services Canada

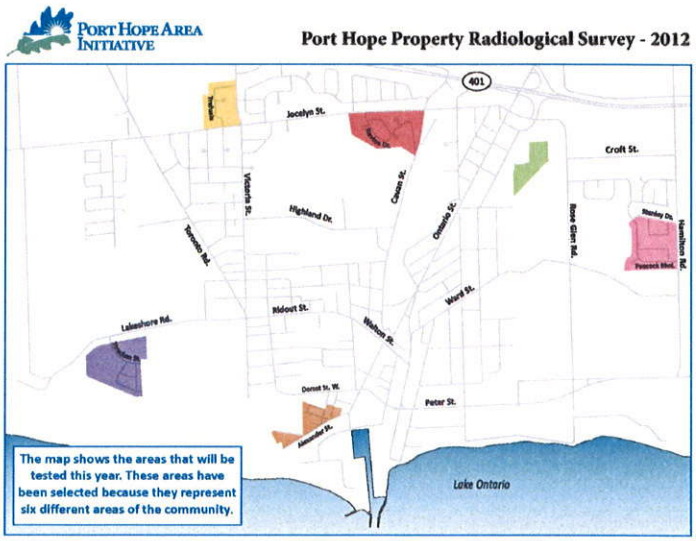
Summary: SENES was retained by Public Works Government Services Canada (PWGSC), on behalf of Atomic Energy Canada (AECL) to carry out what is known as Campaign 1 of the Small Scale Site Survey of 450 properties, in Ward 1 of the Municipality of Port Hope (population 16,000). This is the first part of the survey of the entire town of Port Hope, which will ultimately include in the order 4,500 properties. The objective of the 450 site survey is to measure and document conditions, both inside and outside buildings and subsurface, to determine the presence or absence of historic Naturally Occurring Radioactive Material (NORM) and Low Level Radioactive Waste (LLRW) that exceeds the PHAI Cleanup Criteria for four signature parameters – uranium, arsenic, Ra-226 and Th-230. Each property survey consists of:

- Indoor radon surveys;
- Interior and exterior gamma radiation surveys;
- Interior and exterior radiological object and surface contamination surveys, where required;

- Exterior (and possibly interior) intrusive investigation (drilling, soil sampling and possibly sampling of building or other types of material);
- Gamma radiation survey of soil cores and boreholes; and analytical testing of the soil and other items as required; and
- Delineation of the extent of soil (vertically and horizontally) and interior/or exterior surface contamination for properties that exceed the PHAI Cleanup Criteria for the four signature parameters.

At program initiation, SENES developed all the necessary Standard Operating Procedures (SOPs) for the program. To implement the program, SENES established a comprehensive field office in the outskirts of Port Hope to serve as the day-to-day staging area and project office. The office includes project management and field technical staff, as well as staff that operate a laboratory for pre-screening of field samples.

SENES planned and implemented the field component of this major/complex project on time and on budget in spite of the constraints/challenges associated with the late contract award that resulted in the work being done in winter. Over 5000 samples were analyzed from more than 1900 boreholes. The work was carried out in a safe manner without accident. SENES developed and implemented a successful plan for communicating with property owners for access to private properties.



Both PWGSC and AECL/PHAI have expressed a high degree of satisfaction with the program development and execution and SENES ability to manage and minimize complaints and negative public feedback while carrying out the work.

Budget: Cdn $8,000,000

Duration: November 2012 to Current

Completion: Ongoing

Reference (See Appendix B): Mr. Brad Simpson

VERIFICATION OF CLUFF LAKE GAMMA RADIATION SURVEY SASKATCHEWAN, 2008

Client: Canadian Nuclear Safety Commission

Summary: The Canadian Nuclear Safety Commission (CNSC) contracted SENES Consultants to conduct an independent verification of the gamma radiation survey of remediated areas at the Cluff Lake uranium mine, one of the highest-grade uranium mines in the world. The gamma radiation survey was conducted under updated decommissioning guidelines and with the use of GPS-assisted gamma radiation measurement programs. The project involved a paper review of the development of site-specific gamma radiation dose rate criteria for the disturbed areas and the protocols developed by the mining company for the gamma radiation survey and data analyses. A review of the mine company report and the data used in the assessment was conducted. Recommendations were made on the data management and analysis procedures used by the mining company.

In the second part of the project, a monitoring program was designed for field verification of the measurements collected by the mining company. The survey plan was accepted by the CNSC. More than 110 hectares were measured at transects ranging from 5 to 10 m separation distance and ensuring that coverage requirements for each area surveyed. The measurements were analyzed and compared to the site criteria. Generally, the criteria were met and the verification measurements matched the mining company measurements. There was one elevated location identified. Suggestions were made on instrumentation, survey protocol and the data analyses method that might be incorporated into future CNSC-authorized surveys, including a review of gamma radiation surveys incorporating real-time GPS collection.

Budget: Approximately $59,000

Duration: Approximately 10 months

Completion: On Schedule

Reference (See Appendix B): Daniel Simard, Senior Contracting Officer, Canadian Nuclear Safety Commission

RADIOLOGICAL SURVEY AND ASSISTANCE FOR DECOMMISSIONING AND RADIOACTIVE WASTE DISPOSAL FROM AN OPTICAL PRODUCTS LABORATORY USING THORIUM FLUORIDE 2010-2012

Client: L3 Communications, Wescam

Summary: SENES performed the radiological monitoring and assisted with the decommissioning and waste disposal for an optical product laboratory in Canada. The laboratory had used naturally occurring thorium as thorium fluoride (ThF_4) to coat high performance infrared (IR) optical lenses in order to obtain wavelength dependent properties. The ThF_4 lens coating process involved several different steps in various locations within the laboratory.

Therefore, SENES performed an initial radiological survey to determine which areas of the laboratory required decommissioning. The radiological survey included the monitoring and assessment of the following data: gamma radiation levels, total contamination on surfaces and equipment (alpha and beta radiation) and removable contamination on surfaces and equipment (alpha and beta radiation). The results from the survey were compared against Health Canada's Naturally Occurring Radioactive Material (NORM) Guidelines to determine what areas required decommissioning. The areas within the lab that required decommissioning based on the NORM Guidelines were identified to the client and it was agreed that the decommissioning would be completed in two stages. The first stage of decommissioning was in an area where a new piece of equipment was to be installed, while the remaining areas were decommissioned during the second stage.

Following preparation of a decommissioning plan, the decommissioning during both stages was performed by a decommissioning contractor subcontracted to SENES, with SENES performing inspections and radiological monitoring during the course of the work. The remedial work area was isolated using barriers constructed of temporary partitions covered with rip-proof polyethylene sheeting sealed with tape. In addition, a three-stage decontamination facility equipped with a shower was constructed at the entrance to the work area. All workers wore disposable tyvek coveralls, work boots and gloves. After both phases of decommissioning, a radiological survey was conducted by SENES including monitoring of gamma radiation, total contamination and removable contamination. As described above, the results were compared against Health Canada's NORM Guidelines to determine if further decommissioning (i.e., further cleaning) was required.

In addition to the monitoring identified above, the radiological survey after each stage of decommissioning also included measuring the gamma radiation from the waste generated from each stage. Some items from both stages of decommissioning exceeded the NORM guideline for unconditional release for gamma radiation (i.e., could not be disposed at client's preferred landfill). Therefore, SENES investigated alternatives for disposal of these items. SENES provided the waste characterization for each item (ranged from 20 to 275 Bq/g of Th-232) and acted as the representative for the client with potential waste carriers for the successful acceptance of disposal of this radioactive waste. The project was completed on schedule and budget (approximately $300,000).

Budget: Approximately $300,000 in total

Duration: Approximately two and a half years

Completion: Met changing schedule and changing scope of work over time

Reference (See Appendix B): Warren Keller

DECOMMISSIONING AND DECONTAMINATION OF A RADIOACTIVELY CONTAMINATED MILL SITE, 2008

Client: Heritage Minerals, Inc. (Hovnanian Industries)

Summary: A site in New Jersey had a long history of operations under several owners, primarily for the production of titanium-bearing minerals from heavy-mineral sands. As is common for many heavy mineral sands, the ore processed at the site contained naturally occurring radionuclides (NORM), primarily natural thorium (associated with the monazite mineral) and uranium, that were elevated compared to natural background levels. (Some mineral sands contain several percent of thorium by mass.) The purely physical processing of these heavy mineral sands had resulted in the presence of technologically enhanced naturally occurring radioactive material (TENORM) that exceeded state regulations for unrestricted use. The remaining mill buildings and equipment was also contaminated above alpha and beta contamination limits prescribed by the U.S. Nuclear Regulatory Commission (USNRC). In some locations, the concentrations of radionuclides were sufficiently high that the materials were classified as licensable source material by the NRC.

The original plant facilities on the property included three-story steel structure wet and dry mill buildings. Additional buildings at the site included a laboratory, a service building, warehouse, change house, the compressor house, and the main office building.

This work included decontamination of the buildings and equipment, release limits similar to those of the USNRC limits. However, an independent audit by the Oak Ridge Institute for Science and Education (ORISE) concluded that areas of contamination remained (about 0.2% by mass of thorium plus uranium in soils) on some equipment and within the building. SENES Consultants designed and carried out a decontamination and decommissioning plan that met the NRC guidelines and resulted in NRC removing their license restrictions. The work also allowed the equipment and steel building structures to be removed and sold. Specific attention was paid towards the procedures and detection limits for measuring and decontaminating process equipment.

SENES involvement also included: development of an outline of a radiological survey plan to support mill demolition; a review of outstanding regulatory issues; preparation of a report outlining radiological survey requirements, including contamination measurements; and assistance in the design of a final site survey.

Budget: Approximately $35,000 for SENES portion

Duration: Approximately 8 months

Completion: On Schedule

Reference (See Appendix B): Anthony Thompson, Client Attorney, Thompson and Pugsley, PLLC

2. METHODS AND MEANS TO ACCOMPLISH THE SCOPE OF WORK

This project will be managed and executed from SENES' Denver, Colorado office located in Englewood, Colorado. Both proposed key personnel, Lisa Manglass and Steven H. Brown (professional resumes provided in Section 4) work in this office. The Denver office staff also includes 4 other health physicists, all of whom possess Master of Science degrees in health physics or are certified by the American Academy of Health Physics (CHP) and are Registered Professional Engineers (PE). Accordingly, additional highly qualified professional staff with requisite experience in this scope of work is locally available if needed. These professionals are supported by the Denver office administrative staff.

Although it is envisioned and assumed that all routine professional and administrative support for this project will be provided locally from the SENES office, ARCADIS* has three additional offices in the Denver metropolitan area employing over 200 staff including expertise in a wide range of environmental sciences, licensing and permitting including geologists, hydrologist, ecologists, geochemists, etc. Accordingly, should specialized "ad-hoc" expertise be required for this project, SENES can provide it efficiently and cost effectively from a broad and experienced base of local professional resources.

Our detailed approach to accomplishing the scope of work is presented in Section 5.

*Note: SENES completed a merger with ARCADIS on March 21, 2013. ARCADIS is an international company providing consultancy, design, engineering, and management services in the fields of infrastructure, water, environment and buildings.

3. PORTION OF PROJECT TO BE SUBCONTRACTED

NONE

4. KEY PERSONNEL

Two professional health physicists from the SENES Denver office are proposed for the day-to-day support of this project. Their professional resumes are provided in this Section. Each is extremely well qualified based on professional and academic credentials and considerable relevant experience to execute your scope of work and achieve Adams County's objectives for this project.

PROJECT HEALTH PHYSICIST – LISA MANGLASS

As the project health physicist, Ms. Manglass will provide day-to-day interaction with county and CHDT personnel by attending required meetings and regular weekly site visits. Her responsibilities will include: ensuring compliance of CHDT radiation-related operations, reviewing schedules of NORM/TENORM disposal and ensuring compliance with acceptance criteria, reviewing required waste acceptance paperwork and observing sampling and for reviewing the required Monthly Reports and Annual Technical Assessments produced by CHDT, and providing a written summary and comments to the County Project Manager. Additionally, on an as-needed basis, Ms. Manglass will attend meetings with the County's Board of County Commissioners. Ms. Manglass is expected to dedicate approximately 550 hours per year to this project.

PROJECT MANAGER / SENIOR HEALTH PHYSICIST – STEVEN BROWN, CHP

Mr. Brown will provide overall technical and administrative management for the project. He will provide "peer review" of reports and other deliverables prepared by Ms. Manglass for the project, provide senior level technical assistance and input as needed, ensure project schedules are maintained and ensure project costs are managed within approved budgets. Additionally, he will occasionally accompany Ms. Manglass at project meetings and during routine weekly visits to the CHDT facility. Mr. Brown is expected to dedicate 60 hours per year to this project.

In addition to these two key persons, as discussed in Section 3, the SENES Denver office can provide additional highly qualified radiological scientists with extensive NORM/TENORM experience to support this project on an as-needed basis and we can draw on the over 200 environmental professionals available from three other local Denver area ARCADIS offices should specialty technical needs arise.

SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, Colorado, USA 80112
Tel: (720) 961-0950
Toll Free: (877) 684-1090
Fax: (303) 468-3016
E-mail: senescolorado@senesusa.com
Web Site: www.senesusa.com

LISA MANGLASS, M.S.

Health Physicist

EDUCATION

Colorado State University Fort Collins, CO
Master of Science Radiological Health Sciences, Health Physics
Graduation July 2009

University of Georgia Athens, GA
Bachelor of Science, Physics
Graduation May 2007

RELEVANT COURSEWORK

- Radiological Physics
- Radioecology
- Radiochemistry
- Radiation Biology
- Nuclear Instruments and Measurements
- Statistics
- Diagnostic Imaging
- Radiation Therapy
- Aerosol Physics

LANGUAGE CAPABILITIES

English

EXPERIENCE

November 2009 to date – SENES Consultants Limited

Health physicist at the Denver SENES office. Work focused in uranium recovery facility licensing process and NORM/TENORM projects. Works extensively with preparation of licenses to current NRC and agreement state standards focusing primarily on the development of baseline radiological studies and radiological pathways analysis for ISR facilities, heap leach facilities, and conventional uranium mills, including assessment of radiological data from baseline monitoring programs and quality assurance of radiochemical results. Works in development of MILDOS computer models for uranium recovery facilities to estimate public doses and development of radiological clean up criteria with RESRAD computer models. Works with public relations at stakeholder events for uranium recovery companies. RESRAD experience with RESRAD, RESRAD-Offisite, and RESRAD-Biota. Field experience in gamma survey and soil sample collection for large (>1000 acre) sites with NORM and TENORM materials present while maintaining adherence to Health and Safety Procedures per client/site documentation. Experience developing correlations of radium concentration in soils to external gamma exposure rates.

August 2007-July 2009 – Colorado State University, Department of Environmental and Radiological Health Sciences

Graduate Research Assistant, under the direction of Dr. Tom Borak, worked in design and testing of a tissue-equivalent proportional counter for extra-vehicular activities on the moon.

August 2008-May 2009 - Colorado State University, Department of Environmental and Radiological Health Sciences

Department Teaching Assistant - Duties include grading, tutoring, instruction, and remedial mathematics instruction for Health Physics graduate students, and guest lecturing to non-major students within the department.

February 4th - 13th 2009 – Heavy Ion Medical Accelerator (Chiba, Japan)

Tested the response of Tissue-Equivalent Proportional Counters to accelerated heavy ions in cooperation with scientists from multiple other facilities, including Lawrence-Berkeley National Laboratories, University of Houston, Texas A&M, University of Tennessee, Johnson Space Center, and Southwest Research Institute.

September 2007 – James L. Voss Veterinary Teaching Hospital, Colorado State University

Assisted in collection of exposure data for the commissioning of a Varian Trilogy Accelerator Radiation Therapy Suite.

March 2008- May 2008- James L. Voss Veterinary Teaching Hospital, Colorado State University

Assisted in data collection of exposure due to sky-shine radiation from 6 MV and 10 MV photons produced by a Varian Trilogy Accelerator.

September 2006-May 2007 – Coverdell Center for Biomedical Sciences, University of Georgia

Worked in 3T MRI facility in image pre-processing and processing with AFNI software package under the direction of Dr. Qun Zhao.

June 6th – August 12th 2005 – University of Wisconsin-Milwaukee

Research Experience for Undergraduates - NSF Program.

Researched with Dr. Vladislav Yakovlev on studying conformational changes in albumin, particularly in the presence of lead. Personally developed a method for study using fluorescence excitation-emission spectra and data analysis of obtained spectra.

TECHNICAL PRESENTATIONS

Annual Meeting of the Health Physics Society, July, 2012. *Comparing Cleanup Criteria of Natural Uranium at a Former Uranium Recovery Site in the State of Texas to USNRC Cleanup Criteria*

Colorado State University Graduate Student Health Physics Seminar Series- Invited Speaker, April 2012. *Determining the Maximally Exposed Member of the Public at an In-Situ Uranium Recovery Facility*

Annual Meeting of the Health Physics Society, June 29, 2011. *MILDOS Models for In-Situ Recovery Facilities and the Identification of the Maximally Exposed Member of the Public*

Nuclear Regulatory Commission/National Mining Association Uranium Recovery Workshop, May 25, 2011, Invited Speaker. *Using MILDOS-AREA to Determine the Maximally Exposed Member of the Public to Demonstrate Compliance with 10 CFR 20.1301 & 1302*

Central Rocky Mountain Chapter of the Health Physics Society Annual Technical Meeting. April, 7th 2011. *Identifying the Maximally Exposed Individual Member of the Public at In-Situ Recovery Facilities*

Central Rocky Mountain Chapter of the Health Physics Society Annual Technical Meeting, April 9th, 2009. *Design and Testing of the First Generation Design for a Tissue-Equivalent Proportional Counter for EVA on the Moon.*

Rocky Mountain Academy for Occupational and Environmental Medicine Annual Conference, January 23rd, 2009.
Poster Presentation: *Developing a Personal Dosimeter for EVA on the Moon.*

Health Physics Society Annual Meeting, July 14th, 2008. *Development of a Tissue-Equivalent Proportional Counter for EVA on the Moon.*

Central Rocky Mountain Chapter of the Health Physics Society Annual Technical Meeting, April 24th, 2008. *Using the Bethe-Blocke Equation in the Selection of a Noise Reducing Gas for a Tissue-Equivalent Proportional Counter.*

Written Publication
Saha A., Manglass L., Sklyarov L., Sokol E., Pertussevich E., Petrova G., Yakovlev V. 2006 *Optical Spectroscopy of human blood serum interaction with lead ions.* Proc. of SPIE, 6094.

AWARDS RECEIVED

Radiological Heath Sciences Outstanding M.S. Candidate Award, April 2009.

Award presented to the most outstanding masters candidate in the Radiological Health Sciences program.

***Mountains and Plains Education and Research Center NIOSH Fellowship Awardee* 2007-2009**

Fellowship awarding full tuition, fees, and stipend to graduate students in Health Physics, Industrial Hygiene, Occupational Medicine, Toxicology, and Occupational Health Psychology.

SENES Consultants
8310 South Valley Highway, Suite 135
Englewood, Colorado, USA 80112
Tel: (720) 961-0950
Toll Free: (877) 684-1090
Fax: (303) 468-3016
E-mail: senescolorado@senesusa.com
Web Site: www.senesusa.com

STEVEN H. BROWN

Certified Health Physicist

Mr. Brown is a board certified health physicist and diplomat of the American Academy of Health Physics with over 35 years of nuclear industry experience. He has worked as a licensee of the AEC/NRC and Agreement States in the commercial nuclear fuel cycle, for large nuclear decommissioning / decontamination and radioactive waste management projects and as a contractor to the U.S. Dept. of Energy (DOE) in the U.S. nuclear weapons program. He is recognized as an expert in environmental, safety and health aspects of uranium fuel cycle facilities and naturally occurring radioactive material (NORM) and in radioactive waste management and is a member of national and international advisory committees. He was the ES&H and licensing manager and radiation safety officer for five NRC/Agreement State uranium mills, including uranium in – situ recovery plants (ISRs) and plants that extracted uranium as a byproduct from phosphoric acid production and from copper mining. He has authored numerous technical papers and presentations on radiological and environmental aspects of actinides (uranium, thorium, plutonium) including uranium mining, milling, uranium in situ recovery, uranium recovery as a byproduct of copper and phosphate production and other mineral processing involving NORM materials. He was President (1984 - 85 and 2008 – 2009) of the Central Rocky Mountain Chapter of the Health Physics Society and is currently Chairman of the Colorado Mining Association's Uranium Committee. His biographical synopsis appears in each edition of Marquis' *Who's Who in the World* since 1987.

EDUCATION

M.S. Physical Science, West Chester University, Pennsylvania, 1974
B.S. Physics, Temple University, Pennsylvania, 1971
A.B.S. Radiological Health, Temple University, Pennsylvania, 1970

CERTIFICATIONS AND PROFESSIONAL AFFILIATIONS

Certified in Comprehensive Health Physics, American Board of Health Physics (most recent recertification in 2011); Diplomat, American Academy of Health Physics

American Board of Health Physics Certification Panel of Examiners (1988-1992) and Chair, Appeals Committee (2001);

American Academy of Health Physics Nominating Committee (2004-2006)

Health Physics Society Public Information Committee (2011 -2013)

President, Rocky Mountain Chapter, Health Physics Society, 1982-1983 and 2008-2009;

Session Chair, "Alternative Uranium Recovery Technology", International Conference on Radiation Hazards in Mining, Golden, 1982;

General Chairman, 18th Midyear Symposium ("Environmental Radiation"), National Health Physics Society, Colorado Springs, 1985;

U.S. (American Nuclear Society) Representative to International Conference on Radiation Hazards in Mining, Beijing, 1986;

Adjunct Professor, Colorado School of Mines, 1988-1990 (graduate courses in radiological risk assessment and nuclear safety);

WM Symposia Program Committee, 1991 – 2010 Co-Chair of Uranium and FUSRAP sessions;

International Conference on Environmental Management Program Committee, 2003- present, Track Co - Chair, Environmental Restoration.

Chairman, Uranium Committee, Colorado Mining Association, 2007 – present

EXPERIENCE

SENES Consultants, Centennial, Colorado, May 2007 – present. Manager, Colorado Operations

Has been providing licensing support, development of operational health physics and environmental monitoring programs including interface with USNRC and Agreement State staff on operational health physics and environmental monitoring programs for numerous uranium and NORM/TENORM projects in Texas, Utah, Colorado and Wyoming. This work has included design of radiation protection and environmental monitoring programs and performance of dose assessment to public receptors using MILDOS – AREA computer code. Designed and provided oversight of execution of pre operational radiological baseline program involving sampling and analysis for radionuclides in soil, ground and surface water, air and vegetation.

Supporting the preparation of USNRC license applications for several conventional uranium mills in Wyoming and New Mexico. Technical contributions include authorship of sections on radiation safety programs, accident analysis, decontamination and decommissioning plans, public dose assessment, environmental monitoring programs and decommissioning plans. These facilities will include conventional mills associated with open pit, underground and heap leach mining operations.

Prepared hazard and risk assessment for first new license application for conventional uranium mill in US in > 25 years; assisted in development of numerous program manuals and plans including radiation protection procedures manual, health and safety plan, decontamination and decommissioning and emergency response plan, materials management plan, etc; presented technical testimony at public meetings including for County Planning Commission and Board of County Commissioners. Currently is designated Radiation Safety Officer under the source material license issued by the State of Colorado for this conventional Uranium Mill.

Pre Operational Radiological Baseline Programs – Uranium ISL/ISR projects in Wyoming and New Mexico: Developed "generic" model and methodology for radiological characterization program that could be applied to multiple ISL/ISR projects with infusion of site-specific demographic data. Prepared in accordance with US NRC Regulatory guides 3.46, 3.8 and 4.14 and NUREG 1569.

Characterization of Abandoned Uranium Mine Lands – provided radiological services regarding numerous abandoned uranium mines across New Mexico contaminated with NORM / TENORM materials. These sites dating back to the 1960s require characterization and possible remediation. Radiological characterization programs are being developed to assess the variability of natural background across these mineralized sites within human enhanced radiological exposure conditions in complex radiological environments.

Pre Operational Radiological Baseline Programs – Uranium ISL/ISR and conventional mining / milling projects in Mongolia: design and execution of pre operational radiological baseline programs for two ISR projects in Mongolia. Work involves development of conceptual site models for assessment of environmental pathways of exposure to humans and other critical receptors; preparation of numerous field sampling and analysis procedures, sampling and analysis and health and safety plans. Plans and procedures prepared in accordance with international "best practices" (IAEA, Canada, US, etc)

USNRC Licensing Support for four different uranium recovery facility applicants – providing operational health physics and related environmental support to the Wyoming in situ recovery industry providing responses to NRC staff Requests for Additional Information (RAIs) and Open Issues associated with the license applications and associated NRC Safety Evaluation Reports (SER).

Shaw Environment and Infrastructure, 1992 – 2007 (Shaw purchased IT Corporation in 2002)

Vice President, Radiological Operations Manager - Managed and provided oversight of radiation protection, safety and environmental compliance and nuclear safety programs at Shaw E&I Federal projects including the remediation and decontamination of five major U. S. Army Corp of Engineers (USACE) Formerly Utilized Sites Remedial Action Program (FUSRAP) uranium and thorium contaminated sites and numerous Dept. of Energy (DOE) former nuclear weapons facilities. Radiation Safety Officer under Shaw's broad scope NRC license authorizing possession and use of a wide range of radioactive materials for conduct of decontamination, decommissioning and radioactive

waste management at sites across the U.S. Provided radiological engineering and health physics support to decontamination / decommissioning of Magnox reactors in the UK. Provided technical direction and corporate oversight to projects in radiation protection and operational health physics, nuclear and industrial safety, decontamination / decommissioning, integrated safety management, quality assurance and environmental monitoring and impact assessment at numerous US DOE facilities including the Nevada Test Site, Rocky Flats, Los Alamos, Oak Ridge and Sandia National Laboratories, Paducah, Fernald, KAPL and Hanford.

Director, DOE and Nuclear Programs, Dames and Moore, 1987-1992

Procured, managed and provided technical consulting for projects involving environmental assessments radiological engineering and health physics aspects of fuel cycle and nuclear weapons facilities. Responsible for procuring and managing work assignments with U.S. DOE field offices and sites and commercial nuclear facilities. Built a nuclear services division "from scratch" which included line management and operational (e.g., profit/loss) responsibility for an organization which he grew to over 120 professional and support staff including establishment of several new company offices (Albuquerque, NM. Idaho Falls, ID.; Richland, WA.). Scope of services included radiation protection; environmental monitoring and assessment; radioactive waste management and decommissioning / decontamination.

Senior Radiological Engineer, West Valley Demonstration Project, Dames and Moore, West Valley, N.Y., 1985 - 1987

As senior radiological and safety engineer at DOE's West Valley Demonstration Project, performed radiological engineering, hazard and safety analysis, and risk assessments for decontamination and conversion of a former nuclear fuel reprocessing plant for the processing and vitrification of high-level nuclear waste. Project Manager for preparation of environmental assessments (EA) and preliminary and final safety analysis reports (PSAR/FSAR) for the supernatant treatment and for the vitrification systems. These processes involved the treatment and solidification into borosilicate glass of 30 million curies of mixed fission products and actinides (uranium, plutonium) and cementation of resultant low level wastes.

Principal Safety Analysis Engineer and Project Administrator, Rockwell International, Rocky Flats Plant, Golden, Co., 1982-1985

Performed radiological and nuclear safety assessments for uranium and plutonium operations at Rocky Flats. Techniques included Failure Mode and Effects Analysis (FMEA), Fault and Event Tree Analysis (FETA) and developed Operational and Technical Safety Requirements (OSR, TSR) and Limiting Conditions of Operations (LCO) for plutonium and uranium processing and product manufacturing transuranic waste disposal systems. Performed accident analyses and co–authored Safety Analysis Reports (SARS) for 8 nuclear weapons facilities and for the Waste Isolation Pilot Project, a deep geologic repository for the US Department of Energy's Transuranic Waste in New Mexico (WIPP).

Private Consultant 1982

Developed the radiation protection program and performed health physics surveys in support of retrofit of a uranium from phosphoric acid plant in Calgary, Alberta. Prepared work packages, provided radiological engineering support and was responsible for assessment and control of worker doses during refurbishment and construction activities.

Manager, Western Regional Office, Radiation Management Corp., Denver, Colorado 1980-1982.

Provided radiological and environmental consulting for uranium mills in Wyoming, New Mexico and Texas and for uranium conversion and fuel fabrication facilities. Prepared numerous licensing, health physics, environmental assessment and monitoring, and permitting documents and prepared compliance manuals and procedures. Performed environmental risk and radiological fate / transport / dose assessments to develop alternative concentration limits (ACL) in groundwater for remediation of uranium mills and uranium mill tailings impoundments under purview of Uranium Mill Tailings Remedial Action Program (UMTRA). Had profit/loss responsibility for consulting office of 10 professionals and support staff.

Manager, ES&H and Radiation Safety Officer, Westinghouse Electric (Wyoming Mineral) Corporation, Uranium Operations, Lakewood, Colorado 1975 - 1980.

Licensed, developed and administered health protection and environmental compliance programs for five commercial and several pilot scale uranium

milling facilities including in situ (leach) recovery, conventional mills, uranium as byproduct from phosphoric acid production and from copper mining. Line manager for industrial hygiene and safety, licensing, radiation protection and environmental compliance functions and corporate radiation safety officer under numerous NRC/Agreement state operating licenses. Supervised HQ and uranium plant staffs including over 40 hygienists, health physicists, industrial safety and environmental professionals and technicians. Project manager for decontamination and decommissioning of a radiochemical laboratory contaminated with uranium and thorium and their progeny.

Instructor, School District of Philadelphia, Pa. 1971 - 1975
Instructor of chemistry, biology, physics, and mathematics at secondary (high school) level.

Health Physicist, Temple University, Philadelphia, Pa. 1968 - 1971

Responsible for conducting radiation surveys at numerous University facilities including research laboratories, nuclear medicine facilities, and radiographic facilities.

PUBLICATIONS ***Selected curriculum vitae relevant to uranium mining and milling***

Brown, S. 1982, *Radiological Aspects of Uranium Solution Mining*, In: Uranium, 1, 1982, p37-52, Elsevier Scientific Publishing Co.

Brown, S and Smith, R, 1980, *A Model for Developing the Radon Loss (Source) Term for a Commercial In Situ Leach Uranium Facility*, In: M Gomez (Editor), Radiation Hazards in Uranium Mining – Control, Measurement and Medical Aspects, Soc. Min. Eng., pp 794-800.

Brown S and Blauer M, 1980, *Physical and Chemical Parameters Affecting the Dissolution of Yellowcake in Simulated Lung Fluids.* Abstracts of the 25th Annual Meeting of Health Physics Society, Seattle, Paper # 177, Pergamon Press.

Brown, S. 1987, Safety Analysis and Risk Assessment for the Vitrification of High Level Radioactive Wastes. Abstracts of the 48th Annual Meeting of the American Industrial Hygiene Conference, Montreal, Paper # 18, American Industrial Hygiene Association

Brown, S and Steffes, D. Application of ASTM Standard E1 278-88, *Radioactivity Pathway Methodology for Releases of Sites Following Decommissioning* to Preliminary Pathway Analysis at the West Valley Demonstration Project. Abstracts of the 34th Annual Meeting of Health Physics Society, Paper # MPM-C9, Albuquerque 1989, Pergamon Press.

Brown, S, 2007, *Radiological Aspects of In Situ Uranium Recovery*. American Society of Mechanical Engineers, Proceedings of 11th International Conference on Environmental Management, Bruges, Belgium, September; ASME Press, New York, NY, ISBN 0-7918-3818-8.

Brown, S, 2008, *The New Generation of Uranium In Situ Recovery Facilities: Design Improvements Should Reduce Radiological Impacts Relative to First Generation Uranium Solution Mining Plants*. In *Uranium Mining and Remediation Exchange Group (UMREG): Selected Papers 1995-2007*. International Atomic Energy Agency. Vienna.

Brown, S, 2008, *The Resurgence of Nuclear Power: Impact on The Health Physics Profession – The Uranium Recovery Industry*. Health Physics Society, Health Physics News, Volume XXXVI, Number 9, September.

Brown, S 2009, *Design Improvements and ALARA at U.S. Uranium In Situ Recovery Facilities*, American Society of Mechanical Engineers, Proceedings of the Twelfth International Conference on Environmental Remediation and Waste Management (ICEM 09), Liverpool, UK. . ASME Press, New York, NY, ISBN Number: 978-0-9828171-0-0.

Brown, S. 2009. *An Attempt at Making the Science Understandable: A Citizens Guide to Uranium.* Invited paper; Uranium Recovery Workshop, United States Nuclear Regulatory Commission. Denver. July

Brown, S., Johnson J.A. and Johnson T.E. 2009. *Uranium Recovery Operations*. In *Naturally Occurring Radioactive Materials (NORM) and Technologically Enhanced NORM (TENORM)*. P.A. Karam and B.J. Vetter Ed. Health Physics Society Professional Development School, Minneapolis. July

Brown, S, 2010, *Radiological Aspects of U.S. Uranium In Situ Recovery Facilities (An Update) and Some Current Health Physics Issues.* American Society of Mechanical Engineers, Proceedings of The WM 2010 Conference, Phoenix, AZ, USA March 7

11, 2010 ASME Press, New York, NY, ISBN Number: 978-0-9828171-0-0

Brown, S. 2010. *Some Health Physics Issues at U.S. Uranium In Situ Recovery Facilities.* Invited paper; Uranium Recovery Workshop, United States Nuclear Regulatory Commission. Denver. May

Brown, S and Chambers D. 2011 *Radon Emissions from Tailings and Evaporation Ponds.* Invited paper; Uranium Recovery Licensing Workshop, United States Nuclear Regulatory Commission. Denver. January

Brown, S and Manglass L. 2011. *Using MILDOS – AREA To Determine The Maximally Exposed Member of The Public to Demonstrate Compliance with 10 CFR 20.1301 & .1302.* Invited paper; Uranium Recovery Workshop, United States Nuclear Regulatory Commission. Denver. May

Brown S and Filas F. 2011. *The First New Conventional Uranium Mill in the U.S. in 30 Years – Licensing of the Pinon Ridge Project, Colorado, USA.* Proceedings of the 14th International Conference on Environmental Remediation and Radioactive Waste Management ICEM 2011 September. Reims, France. ASME Press, New York, NY. ISBN: 978-0-7918-5498-3

Brown, S and Chambers D. 2012. *Uranium Solubility and Implications for Modern Uranium Recovery Facilities.* Invited paper; Uranium Recovery Workshop, United States Nuclear Regulatory Commission. Denver. May

5. DETAILED APPROACH TO THE SCOPE OF WORK

SENES's approach for accomplishing the Scope of Work is summarized in this section. The primary objective of our support services is to assist Adams' county in ensuring that CHDT complies with all applicable regulations for all radiation-related operations and that the County's responsibility for protection of the environment and public safety is assured. Key regulatory drivers in this regard will include:

a. Colorado Revised Statutes CRS 25-11 Part 1 and Part 2 (from House Bill 10-1149: *Concerning the Regulation Prior to Disposal of Sources that Emit Radiation*)
b. Colorado Department of Public Health and Environment (CDPHE), 6 CCR1007-1 (in particular, Part 1: *General Provisions* and Part 4: *Standards For Protection Against Radiation)*
c. Adams County Amended and Restated Certificate of Designation for Hazardous and Regulated Waste Disposal Site
d. Terms and conditions of CHDT'S CDPHE Radioactive Materials License (COLO 1102-01), Resource Conservation Recovery Act (RCRA) Permit Number CO 05-12-21-01, and Rocky Mountain Low Level Radioactive Waste Board Regional Facility Designation CHDTF 05-01
e. Baseline Technical Assessment

Within the first few weeks following award and notice to proceed, the SENES key personnel will become familiar with these requirements and prepare summaries of key requirements including "compliance check lists" that can be used for document reviews and site inspections.

We will be responsible for reviewing the schedule of NORM/TENORM to be disposed of at the CHDT facility and ensure compliance with acceptance criteria per the County's CD. SENES recognizes that the County's review of waste documentation is not required prior to waste acceptance. However, we will review documentation that includes approved waste profiles, survey forms, management plans for disposal, lab analysis and quotations as directed by the County Project Manager. SENES will assure the County through regular (minimum of monthly) reports that the procedures stated in the CD (especially in Exhibit 2*: License Standard Operating Procedure*) are being followed.

We will in general visit the CHDT facility weekly (except on weeks when NORM/TENORM waste is not received), to review required waste acceptance paperwork and observe sampling. We will coordinate schedules with the County Project Manager (CPM - assume we will be able to visit during business hours without the accompaniment of the CPM) but will coordinate with the CPM based on waste acceptance schedule and will review paperwork at the facility and protect proprietary sensitivity.

As indicated above, we will provide written summary reports to the County Project Manager each month regarding amounts and types of NORM/TENORM waste disposed at CHDT and any observed compliance issues or other operational problems that could have an impact on the environment and/or public safety.

SENES will be responsible for reviewing the required Monthly Reports and Annual Technical Assessments produced by CHDT and providing a written summary and comments to the County Project Manager. We will also be responsible for reviewing CHDT facility applications for amendments to the RCRA Permit, CD, License and Compact Designation, and provide written comments to the County Project Manager with regards to potential implications or impacts to environmental protection and / or public safety.

On an "as needed basis" as directed by the CPM, we will attend meetings with the County's Board of County Commissioners including attendance at evening meetings if required. It is noted that Section 33 of CD requires semi-annual presentation to the Board. Accordingly, we have included in our cost proposal estimate (Section 6) two Study Sessions with the Board in 2013/2014 to discuss program effectiveness and we recognize there may also be up to four staff meetings for review and comment on the application to amend the CD if necessary as well as two additional public hearings per CD Section 26 for "major, significant, and substantial changes, modifications or amendments."

Additionally, SENES will be responsible for coordinating all monthly meetings and schedules with the County Project Manager including review of the weekly schedule provided by CHDT regarding the expected receipt of waste shipments and we will conduct random inspections accordingly. These monthly meetings with the CPM will be scheduled after CHDT publishes their monthly report and SENES has had the opportunity to review and provide comments to the CPM.

7. LICENSES APPLICABLE TO THIS PROJECT

One of the Key Personnel proposed for this project, Steven H Brown, is Certified by the American Board of Health Physics (Certified Health Physicist - CHP). A copy of his certificate is provided in Appendix A.

Additionally, as discussed in Section 2, Methods to Accomplish the Scope of Work, it is indicated that the Denver office of SENES includes additional health physicists under Mr. Brown's direction that are available to support this project on an as needed basis. This group includes Darrell Liles, likewise Certified by the American Board of Health Physics (CHP), who is also a Registered Professional Engineer in the State of Colorado.

8. APPENDICES

Appendix A: Administrative Forms

1. Offeror's Certification of Compliance
2. Offeror's Signature Page
3. Recognition of Addendum of Solicitation (1)
4. Recognition of Addendum of Solicitation (2)
5. Certificate of Insurance (General Liability, Automobile Liability, Professional Liability, Workers' Compensation)
6. W-9 Form
7. Steven H. Brown, CHP Certificate

Appendix B: References

Appendix C: SENES Brochures

1. SENES Experience – Excellence in Naturally Occurring Radioactive Material (NORM)
2. SENES Experience – Environmental Excellence in the Nuclear Industry

APPENDIX

A

Appendix A: **5. CERTIFICATES OF INSURANCE**

SENES agrees to maintain insurance of the following types and amounts:

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

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

Workers' Compensation Insurance:	Per Colorado Statutes

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

Upon award of contract, SENES's commercial general liability and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include the County as an "additional insured," and shall include the following provisions:

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

Included in Appendix A: 5 are two examples of SENES's certificates of insurance. These policies may be adapted as necessary to ensure full coverage upon request.

American Board of Health Physics

Be it known that

Steven H. Brown

has satisfactorily met the professional standards established by the

American Board of Health Physics

and is hereby certified in

HEALTH PHYSICS

AMERICAN BOARD OF HEALTH PHYSICS
RECERTIFIED THRU 2009

AMERICAN BOARD of HEALTH PHYSICS
FOUNDED 1960

October 27, 1983
date

Neil R. Sheets
chairman

Kenneth L. Kase
secretary

APPENDIX B

Appendix B: **REFERENCES**

EFFLUENT, WATER AND SEDIMENT MONITORING REPORT
WELCOME AND PORT GRANBY WASTE MANAGEMENT FACILITY, 2008-2009

Client: Cameco Corporation
Reference:
Mr. Tom Smith, Senior Environmental Specialist
Cameco Corporation
Fuel Services Division
205 Peter Street
Port Hope, Ontario L1A 3V6
Tel: (905) 885-1129 ext. 4037

RADIOLOGICAL DOSE ANALYSIS FOR SOUTHSIDE LANDFILL, PUEBLO, 2012

Client: Waste Connections
Reference:
James Grice, Department of Licensing and Inspection
Radiation Management Unit
Colorado Department of Public Health and Environment
HMWMD-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Tel: (303) 692-3371

RADIOLOGICAL SURVEY OF FORMERLY IMPACTED URANIUM RECOVERY SITE, 2012

Client: Strathmore Resources (US) Ltd
Reference:
Juan Velasquez, Vice President
Strathmore Resources (US) Ltd.
4001 Office Court Dr. #102
Santa Fe, NM 87507
Tel: (505) 428.6370
E-mail: jvelasquez@strathmoreminerals.com

PORT HOPE AREA INITIATIVE (PHAI), PORT HOPE SMALL SCALE SITES SURVEY
PORT HOPE, ONTARIO, CANADA, 2012-PRESENT

Client: Public Works and Government Services Canada
Reference:
Mr. Brad Simpson
Public Works and Government Services Canada
4900 Yonge Street
Toronto Ontario, Canada
M2N 6A6X1A 2R3
Tel: (416) 512-5732

VERIFICATION OF CLUFF LAKE GAMMA RADIATION SURVEY, SASKATCHEWAN, 2008
Client: Canadian Nuclear Safety Commission
Reference:
Daniel Simard, Senior Contracting Officer
Canadian Nuclear Safety Commission
Contract Management Services
280 Slater Street
Ottawa, Ontario K1P 5S9, Canada
Tel: (613) 996-6784
Fax: (613) 995-5086

RADIOLOGICAL SURVEY AND ASSISTANCE FOR DECOMMISSIONING AND RADIOACTIVE WASTE DISPOSAL FROM AN OPTICAL PRODUCTS LABORATORY USING THORIUM FLUORIDE, 2010-2012
Client: L3 Communications, Wescam
Reference:
Warren Keller
649 North Service Road West,
Burlington, Ontario, L7P 5B9, Canada
Tel: (905) 633-4055
E-mail: warren.keller@l-3com.com

DECOMMISSIONING AND DECONTAMINATION OF A RADIOACTIVELY CONTAMINATED MILL SITE, 2008
Client: Heritage Minerals, Inc. (Hovnanian Industries)
Reference:
Anthony J. Thompson, Client Attorney
Thompson and Pugsley, PLLC.
Washington, DC 20036
Website: http://www.athompsonlaw.com
Tel: (202) 496-0780
E-mail: ajthompson@athompsonlaw.com

APPENDIX C

SENES Consultants

Specialists in Energy, Nuclear and Environmental Sciences

Excellence in Natural Occurring Radioactive Material (NORM)

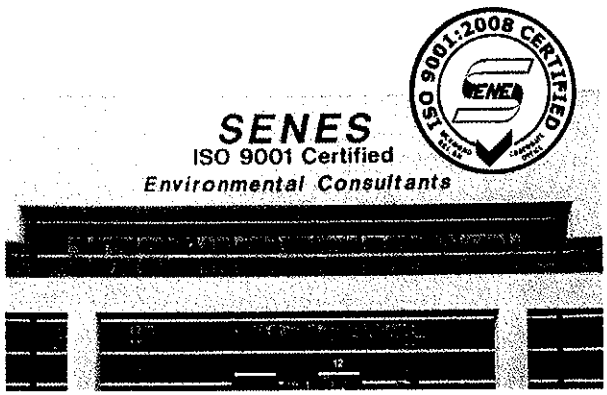
SENES Consultants, an ARCADIS Company, specializes in the fields of energy, nuclear, and environmental sciences.

SENES (Specialists in Energy, Nuclear and Environmental Sciences) was founded in Canada in 1980. Since its inception, the company has participated in over 5,000 projects in over 50 different countries around the world, including in North and South America, the Caribbean, Africa, Australia, Europe, Asia, the Middle East and the Far East.

Our clients include private sector companies, government agencies, industrial associations, and international development organizations such as the Inter-America Development Bank and the World Bank.

SENES has developed a world-wide reputation for successfully delivering scientific expertise and providing exceptional quality of service to our clients across a variety of disciplines.

SENES provides specialty services on a range of projects involving NORM (naturally occurring radioactive material): projects pertaining to transportation, oil/gas industry, phosphogypsum, waste management, mining, rare earth facilities, radiation surveys, occupational exposures and assessments of NORM that trigger radiation alarms.



Exceptional Service

The business philosophy of SENES is to provide an exceptional level of service to our clients while ensuring that our common interest in preserving the environment is enhanced. In a rapidly changing world, creative and innovative solutions are often required to resolve complex problems. We at SENES pride ourselves on staying in the forefront of technological advancement to allow us to continue to satisfy our clients' needs. We strongly believe that this attribute distinguishes us from our competitors.

Services Offered

NORM service offered by SENES include:

- Characterize Radioactivity and Pathways Analysis
- Dose Assessment
- Radiological Risk Assessment
- Radiological Survey and Monitoring Programs
- Advice on Environmental and Occupational Implications of NORM
- Regulatory and Licencing Support

Service Sectors

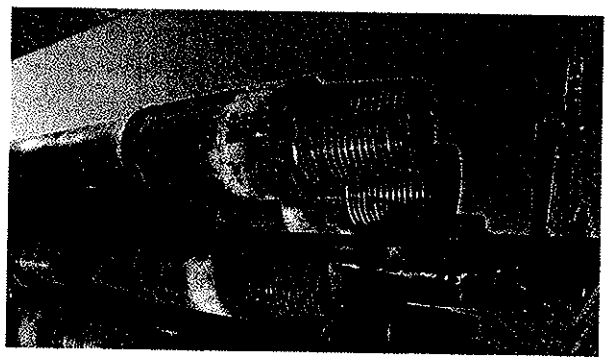
SENES has provided NORM services at and to:

- Oil/Gas Industry
- Metal Recycling Industry
- Transportation (road, rail, marine and air)
- Government Agencies and Communities
- Mining Industry
- Phosphate Fertilizer Facilities
- Rare Earth Facilities
- Marine Ports and Border Crossings
- Heavy Mineral Sands Industry
- Titanium, Niobium and Tantalum Industry
- Landfill Industry

Oil/Gas Industry

SENES has performed assessments on NORM in the oil/gas industry. SENES experience includes:

- Conducted a review of the U.S. EPA's risk assessment of management and disposal options for oil field wastes and piping contaminated with NORM
- Estimated potential doses and indoor radon levels to users of remediated oil field sites returned to unrestricted public access
- Radiological assessment of oil sands samples to determine potential exposure to workers and members of the public



Assessment on Materials that Triggered Radiation Alarms

SENES has performed several assessments (i.e., measurements and subsequent dose assessments) on materials that have triggered radiation alarms at various locations including landfills, metal recyclers, marine ports and border crossings. Materials assessed have included:

- Heavy mineral sands
- Slag material
- Scrap metal received at metal recycler
- Scrap steel from automobile manufacturer
- Filter bags containing NORM

Radiation Surveys

SENES has performed several radiation monitoring studies for open areas, homes, buildings and industrial facilities associated with NORM. SENES experience includes:

- Baseline environmental monitoring program for a potential mine in Madagascar that included gamma surveys and analysis of radon and thoron radiation
- Surface and subsurface gamma radiation measurements, and soil and water sampling from niobium wastes containing elevated thorium levels
- Radiological monitoring (gamma radiation and contamination measurements) before and after decommissioning a laboratory with elevated thorium levels
- Analysis of radiological survey data to assist owners and tenants in evaluation of offer for homes to be purchased by provincial government
- Radiological monitoring at a sanitary landfill before and after remediation
- Design of a radiological monitoring program to U.S. EPA standards for measuring thoron decay products during remediation of a site contaminated with thorium
- Gamma radiation survey and indoor radon measurements conducted in a community in Canada's Northwest Territories

- Gamma radiation survey in a heavily wooded area, site of a proposed residential area

Transportation

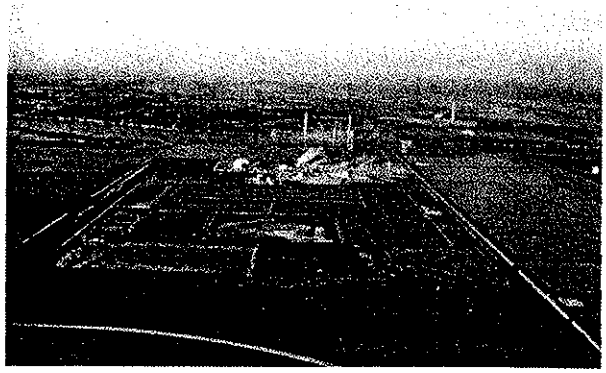
SENES has conducted assessments related to the transportation of NORM and provided recommendations to industrial clients, trade associations and, as the Canadian contributor, to the International Atomic Energy Agency (IAEA). SENES experience includes:

- Tantalum raw materials
- Niobium concentrate
- Heavy mineral sands

Phosphogypsum

Phosphogypsum (PG), a by-product of the production of phosphate fertilizers, can contain several times the normal background concentrations of uranium series radionuclides. SENES has completed many projects associated with PG including (but not limited to):

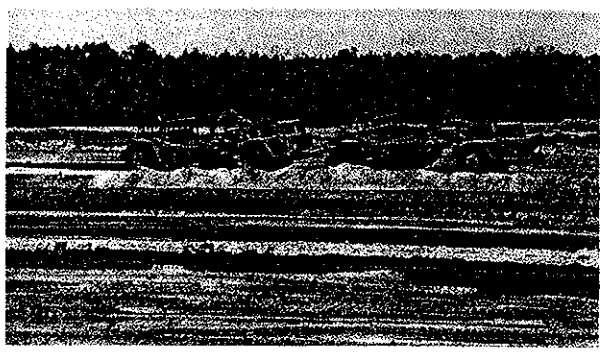
- Dose and radiological risk from using PG in road construction, agriculture and as a daily landfill cover in Florida
- Potential environmental and health concerns of PG stacks in Canada
- Radiation exposure to future residents in a proposed residential development near PG stacks in Canada
- Characterized radioactivity and developed potential exposure pathways for PG from a fertilizer plant in South Africa
- Radiological risk assessment of four alternative recycling proposals for PG
- Regulatory support



Waste Management

SENES has completed assessments on NORM waste disposal, including the environmental and occupational implications associated with the disposal activities. SENES experience includes:

- Analyzed niobium wastes (through gamma, soil and water measurements) to determine levels prior to disposal
- As a member of an IAEA mission, provided advice to the Government of Jordan on the environmental implications of NORM wastes produced by the phosphate industry
- Provided advice on environmental and occupational implications of NORM waste generated from heavy mineral ores and concentrates
- Assisted in the characterization of NORM wastes from a titanium oxide producer
- Estimated doses due to mining and industrial residue disposal
- Regulatory support

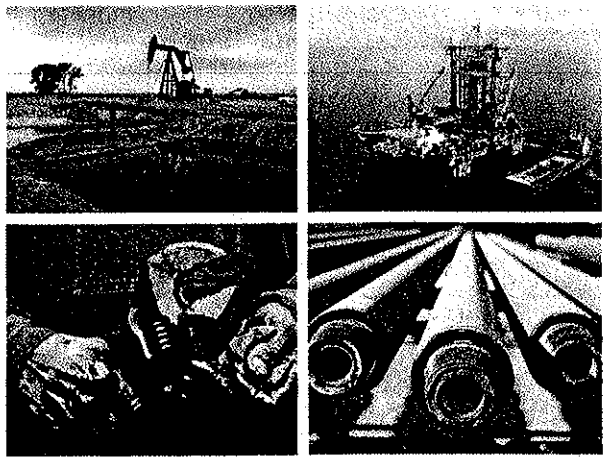


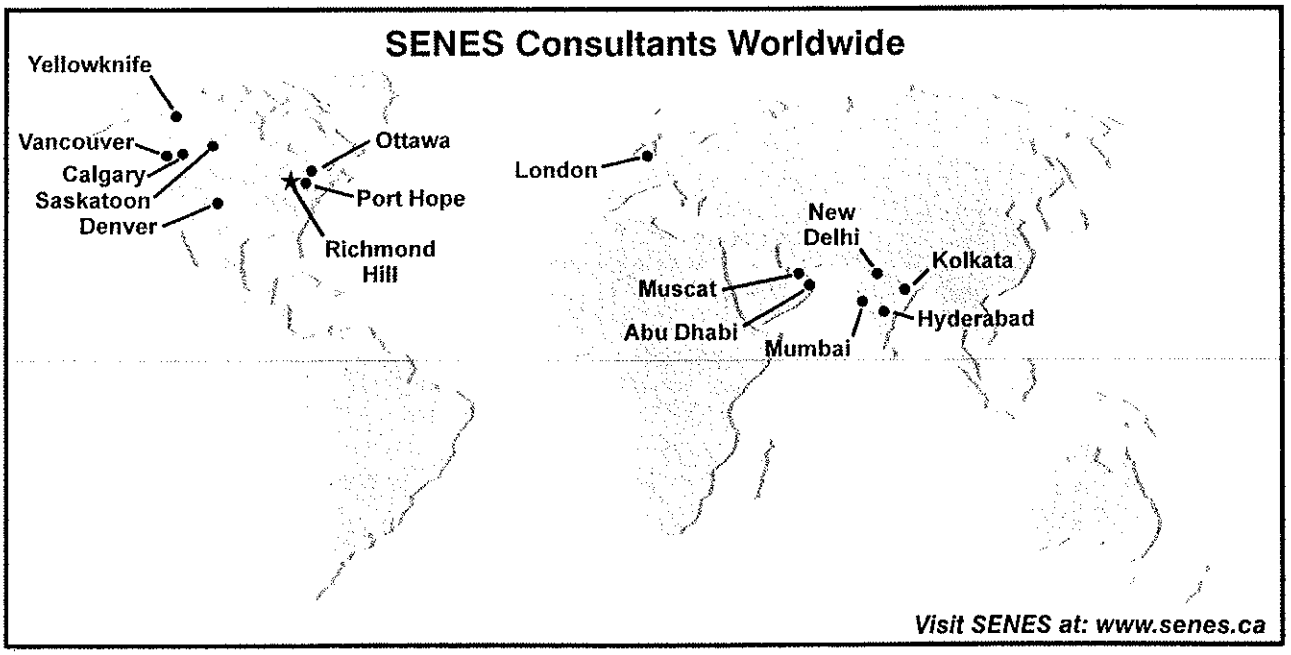
Feature Project

NORM in the State of Louisiana

The U.S. Environmental Protection Agency (EPA) prepared a preliminary risk assessment of management and disposal options for oil field wastes and piping contaminated with NORM in the state of Louisiana. SENES carried out a critical review of the EPA report which focussed on the validity of EPA's assumptions and the consistency of the assessment methodology with recognized risk assessment practices. *(American Petroleum Institute)*

Elevated levels of radium in produced water are adventitiously extracted from some oil wells, typically those associated with marine deposits. Radiation survey protocols used by the oil companies and the variability of radium concentrations provide for only small isolated areas of activity concentrations at less than 30 pCi/g in pipe scale and sludge. SENES used an estimated distribution of radium concentration in waste, and probabilistic methods for calculating potential doses from external gamma radiation and indoor radon to users of remediated oil field sites returned to unrestricted public access. *(American Petroleum Institute)*





SENES United Kingdom
60 Lombard Street
London EC3V 9EA
United Kingdom
Tel: +44 (0)20 3008 2491
Contact: Sylvain Saint-Pierre
E-mail: ssaintpierre@senesuk.com

SENES Canada
121 Granton Drive, Unit 12
Richmond Hill, Ontario
Canada L4B 3N4
Tel: (905) 764-9380
Fax: (905) 764-9386
Contact: Dr. Douglas Chambers
E-mail: dchambers@senes.ca

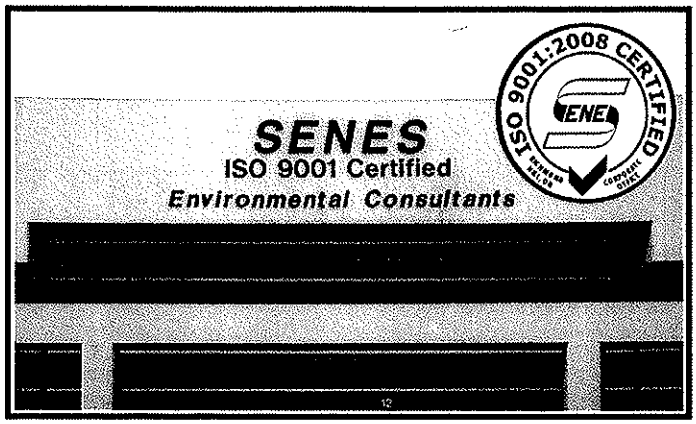
SENES U.S.A.
8310 South Valley Highway, Suite 135
Englewood, Colorado
USA 80112
Tel: (720) 961-0951
Fax: (303) 468-3016
Contact: Steven H. Brown
E-mail: sbrown@senesusa.com

an ARCADIS company

SENES Consultants

Specialists in Energy, Nuclear and Environmental Sciences

ENVIRONMENTAL EXCELLENCE IN THE NUCLEAR INDUSTRY



SENES completed a merger with ARCADIS on March 21, 2013. ARCADIS is an international company providing consultancy, design, engineering and management services in the fields of infrastructure, water, environment and buildings. We are excited by this transition in that it provides SENES clients with the best of all possible worlds: the capability to offer broader and deeper services to our existing clients and the platform to support work globally.

SENES Consultants is a company that specializes in the fields of energy, nuclear and environmental sciences. **S**pecialists in **E**nergy, **N**uclear and **E**nvironment **S**ciences (SENES) was founded in Canada in 1980. Since its inception, the company has participated in over 5,000 projects in over 50 different countries throughout the world including North and South America, the Caribbean, Africa, Australia, Europe, Asia, the Middle East and the Far East.

Collectively, our staff have more than 120 years of nuclear experience with over 50% of our work involving radioactivity or nuclear projects. Our clients include private sector companies, government agencies, industrial associations, and international development organizations such as the Inter-American Development Bank and the World Bank.

With over 30 years experience managing a variety of projects, SENES has developed a worldwide reputation within the nuclear industry. SENES has developed a reputation for successfully delivering scientific expertise and providing an exceptional quality service to our clients.

SENES provides specialty consulting services, strategic advice, and planning on a range of projects within the nuclear industry pertaining to uranium mining and milling, uranium refineries, fuel fabrication facilities, nuclear power generation stations, and waste management facilities.

General Scope of Services across the Nuclear Fuel Cycle

The strength of SENES is a direct reflection of the extensive knowledge and experience of our staff. SENES provides a range of services including: the provision of expert advice on specific environmental issues; baseline characterization studies; preparation of environmental and risk assessments; site investigations: health physics; development of remedial action plans; air and water quality assessments and modeling; decommissioning and closure plans; and development and implementation of public participation programs. Below is a cross-section of projects intended to illustrate our range of experience within the Nuclear Industry.

The Nuclear Fuel Cycle

Canadian Mines and Mills :

SENES has been involved in all aspects of uranium mining in Canada for over 30 years.

SENES experience includes:

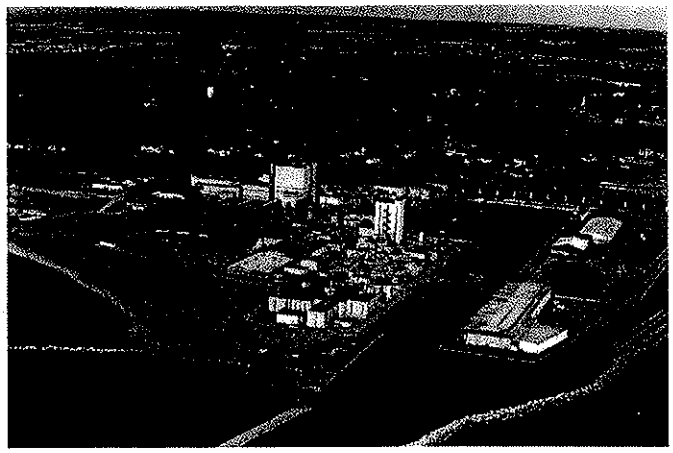
- Tailings site selection and management studies
- Baseline Monitoring Studies at Proposed New Mining Sites
- Assessment of worker exposures and development of radiation protection plans
- Cumulative effects assessment
- Human health and ecological risk assessment
- Accidents and malfunctions assessment
- Review of relevant legislation and regulations
- Decommissioning plans

Port Hope Conversion Facility:

Located in Ontario, Canada, the conversion facility converts purified uranium trioxide to uranium hexafluoride and uranium dioxide; products required in the production of fuel for light water and CANDU-type heavy water nuclear reactors.

SENES experience includes:

- Monitoring plans
- EA for the renewal and remediation of the facility (Vision 2010)
- Gamma radiation surveys
- Air dispersion and water quality studies
- Modeling (MCNP) of neutron dose rates near UF_6 cylinders
- Acoustic assessment
- Human health and ecological risk assessment
- Accidents and malfunctions assessment

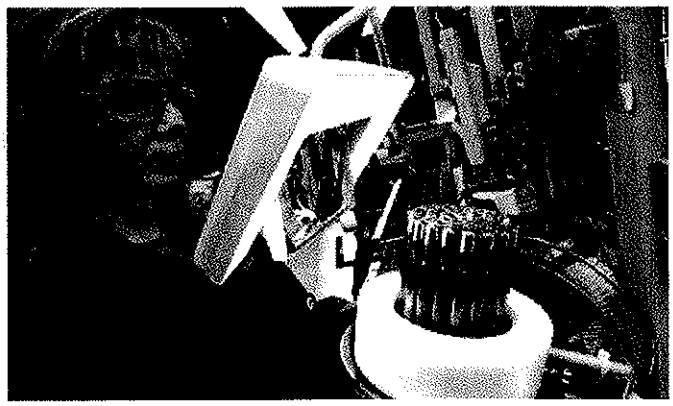


Cameco Fuel Manufacturing Facility:

A supplier of fuel bundles for operators of CANDU heavy water nuclear reactors, the operation consists of producing fuel pellets from natural uranium dioxide, and the manufacturing and assembly of reactor fuel bundles.

SENES experience includes:

- Regulatory compliance audits
- Human health and ecological risk assessment
- EA for the expansion of fuel bundle production
- Accidents and malfunctions assessment



Nuclear Power

Pickering and Bruce Nuclear Generating Stations:

Both stations are located in Ontario, Canada. The Pickering generating station operates a total of 6 CANDU reactors providing a total output of 3,100 megawatts (MW). The Bruce station operates 6 reactors generating over 6,000 MW.

SENES experience includes:

- Human health and ecological risk assessment
- Thermal effects assessment
- EA's for the return to service and/or expansion of the stations
- Review of the effects of the station on the biophysical environment surrounding the station
- Environmental monitoring (e.g. water quality)
- Technical studies to support the preparation of an EA for the Used Fuel Dry storage facility
- Cumulative effects assessment
- Accidents and malfunctions assessment

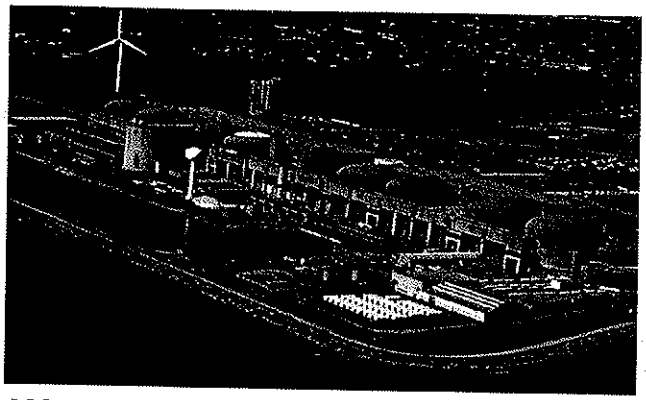
Strategic Advice and Planning

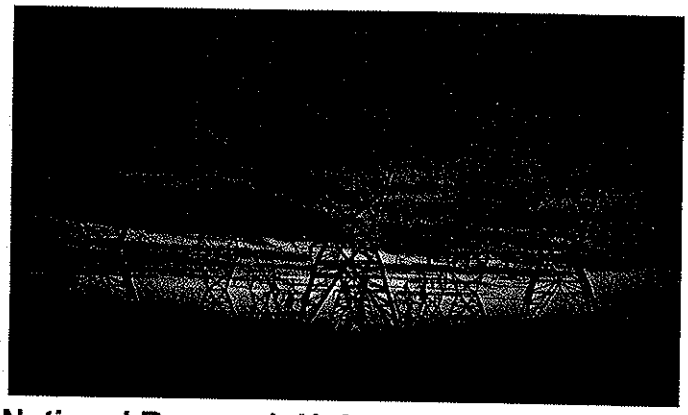
Ontario Power Authority:

Ontario Power Authority is responsible for ensuring that electricity needs for the province of Ontario are met.

SENES experience includes:

- Methods to assess the impacts on the natural environment of generation options
- Supplementary environmental impacts for the integrated power system plan
- Environmental analysis of transmission projects





Waste Management

Deep Geologic Repository (DGR):

Ontario Power Generation is studying the possibility of permanent disposal of its low and intermediate waste in a deep geological repository (DGR). The construction and operation of a DGR and emplacement of waste in a DGR is a complex project.

SENES experience includes:

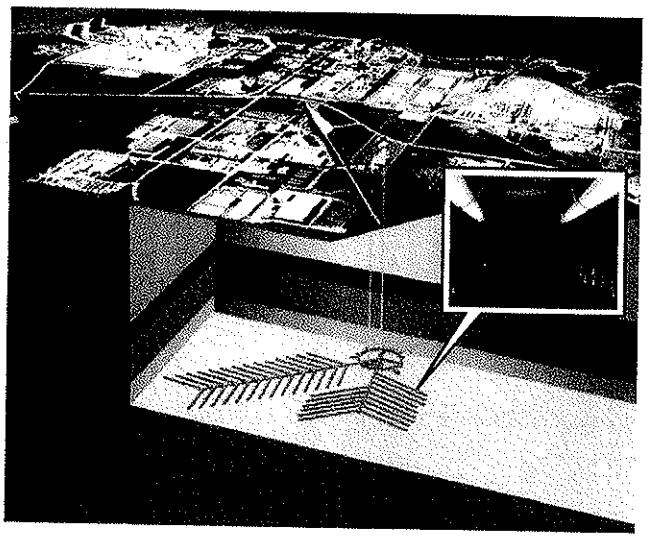
- Evaluation of site storage
- Human health and ecological risk assessment
- Pre and post closure safety assessment
- ALARA assessment
- Exclusion Zone assessment

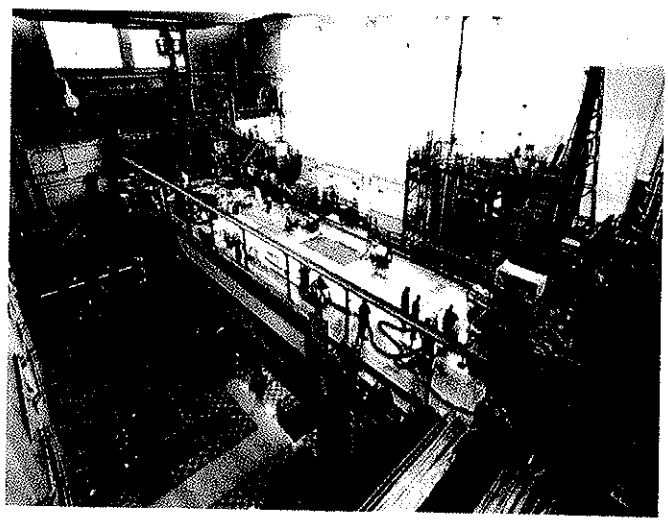
National Research Universal (NRU) Reactor Long-Term Management Project:

The NRU Reactor at Chalk River Laboratories, owned and operated by Atomic Energy of Canada Limited (AECL) is a versatile research reactor and worldwide supplier of medical and industrial radioisotopes that has been operating since 1957.

SENES experience includes:

- Technical studies in support of EA
- Accidents and malfunctions assessment
- EA for new Used Fuel Dry Storage System
- Strategy development for engaging the federal regulator in the project

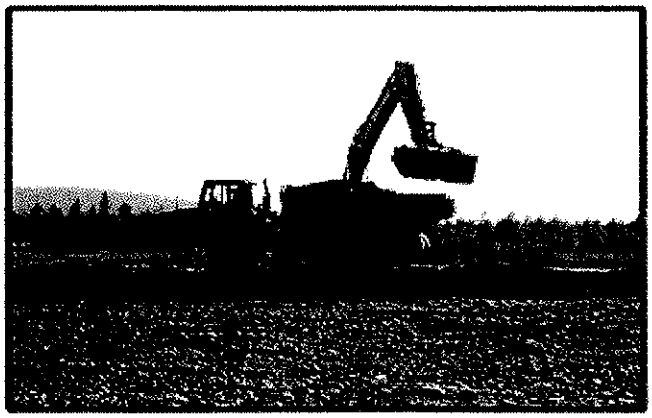




Scope of Services within the Uranium Mining / Milling Industry

Mining / Milling

- Collection and evaluation of environmental and radiological data
- Permitting / licensing support, regulatory expertise, advising and negotiations
- Assessment of environmental effects, mitigation measures
- Tailings site selection and management studies
- Modelling of underground mine ventilation systems
- Development of wastewater treatment systems
- Identification and evaluation of decommissioning and reclamation options



Risk Assessment

- Ecological and human health risk analysis
- Identification of risk sources and risk characterization
- Quantitative estimation of risk
- Quantitative uncertainty analysis
- Development of risk management strategies
- Effective communication of risks and benefits to specific interest groups and the public

Occupational/Environmental Health Physics

- Assessment of public health and worker exposure
- Contract Radiation Safety Officer (RSO) services
- Assessment of workplace conditions and worker protection practices
- Development of radiation protection programs and corrective action plans
- Inspection of facilities, identification of potentially hazardous workplace conditions
- Preparation and presentation of occupational health and safety training courses

Remedial Actions and Decommissioning

- Site investigations to measure contaminant levels in soil, buildings and equipment
- Development of clean-up criteria for inorganic, organic and radioactive contaminants
- Pathways modelling of contaminant migration through the environment to humans
- Clean-up strategies and decommissioning plans
- Development and supervision of remedial activities

Radioactivity

- Design of field monitoring programs for radon, external radiation and radionuclides in all environmental media
- Pathways analysis of radionuclide transfer through the environment
- Modeling of operational releases and dose/risk to humans (MILDOS, RESRAD)
- Evaluation of health effects of worker and public exposure to radiation and radioactive materials
- Analysis of the radiological impact of existing and proposed developments
- Investigation of management alternatives for radioactively-contaminated soils and wastes

Low-Level Radioactive Waste Management

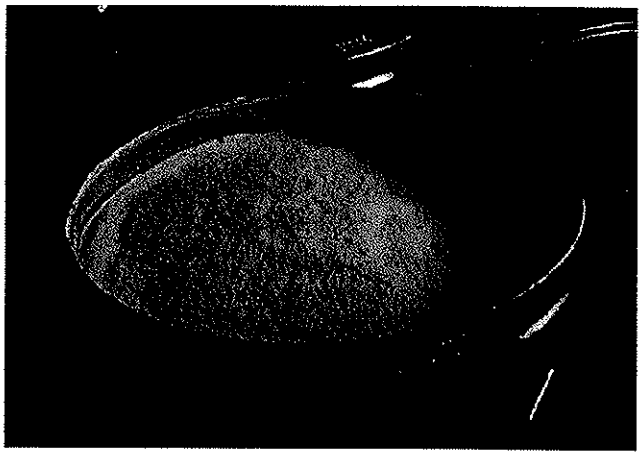
- Site selection and evaluation of existing/proposed disposal facilities
- Assessment of impacts due to contaminated areas
- Development of site clean-up criteria
- Development and supervision of remedial programs
- Review of management practices
- Review of relevant legislation and regulations
- Contingency planning for accidental releases

Examples of US Uranium Projects

Roca Honda Resources, Peña Ranch Mill

This uranium mill licensing project in New Mexico has the potential to be the first conventional uranium mill licensed by the USNRC in over 25 years.

- Developed the conceptual site model.
- Prepared the radiological sampling and analysis plan, associated standard operating procedures.
- Provided technical oversight for execution of the radiological baseline monitoring program.
- Conducted a comprehensive study to determine the requirements for licensing of a conventional mill under the USNRC.
- Developed annotated outlines and guidance to prepare the Environmental and Technical Reports (ER and TR).
- Authored radiological sections of the ER and TR (e.g. baseline radiological characteristics, radiation safety program, impacts of accidents, waste management, quality assurance and mill decommissioning plan).
- Performed dispersion and dose analysis using the MILDOS-AREA and RESRAD computer codes to assess potential dose to the public.
- Represented the client at the NRC pre-submission audit.



Energy Fuels Resources, Inc., Piñon Ridge

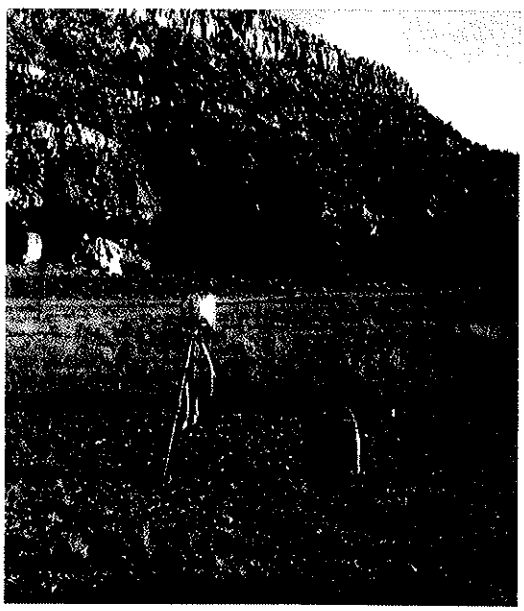
This mill recently licensed by the State of Colorado is the first conventional mill licensed in the US in over 25 years.

- Prepared the hazard and risk assessment for the Piñon Ridge project.
- Assisted in development of numerous program manuals and plans including the radiation protection procedures manual, health and safety plan, emergency response plan, materials management plan.
- Presented technical testimony at public meetings including the County Planning Commission and Board of County Commissioners.

Energy Fuels Resources, Inc., White Mesa Uranium Mill

This operating mill in Utah is the only operating conventional uranium mill in the United States as of 2012.

- Perform annual ALARA audits and Radiation Protection Program review as required by the State of Utah under the mill's radioactive material license.
- Assisted in interpretation of quarterly environmental monitoring program results.
- Perform assessments of public dose using the MILDOS computer code.
- Assisted in preparation of NESHAPS reports.
- Provide a range of radiological support to the project including recent evaluations of radon flux emissions from existing tailings impoundments.



Virginia Uranium, Coles Hill Project

The Coles Hills uranium deposit, located in Southern Virginia, is the largest undeveloped uranium deposit in the US.

- Developed a conceptual site model for the Coles Hill site.
- Designed the radiological baseline monitoring program.
- Prepared a qualitative risk assessment for the mine and mill complex.
- Updated SENES report prepared in 1984 for the Commonwealth of Virginia entitled "Assessment of Risk from Uranium Mining in Virginia".
- Provided an analysis of the existing Federal regulatory framework for uranium mining and milling in the US.

Strata Minerals; Ross ISR

SENES has supported all radiological aspects of license preparation and NRC comment and response process for this ISR project in the Lance District of Northeast Wyoming

- Prepared the conceptual site model.
- Designed and provided technical oversight for the execution of the radiological baseline monitoring program.
- Prepared the radiological sampling and analysis plan and associated standard operating procedures for the Ross ISR Project.
- Authored radiological sections of the ER and TR (e.g. baseline radiological characteristics, radiation safety program, impacts of accidents, waste management and quality assurance).
- Performed dispersion and dose analysis using the MILDOS-AREA and RESRAD computer codes to assess potential dose to the public.
- Represented the client at the NRC pre-submission audit.
- Prepared responses to NRC's Requests for Additional Information (RAIs).
- Assisted Strata in addressing pre-operational license conditions, subsequent to issuance of the draft license by NRC.

Strathmore, Gas Hills Uranium Recovery Facility

This mill will be a conventional heap leach in Central Wyoming.

- Prepared templates and outlines for a license application to comply with the NRC regulatory framework and to assist authors with the license application requirements.
- Prepared sampling and analysis plan and associated standard operating procedures to guide the radiological baseline monitoring efforts.
- Conducted a comprehensive gamma scan of this legacy "brownfield" site (previously radiologically impacted by historic uranium mining and milling activities) with state of the art field survey equipment and provided detailed data analysis including development of correlations of soil radium with gamma survey results.
- Drafted sections of the environmental and technical report (public and occupational health and safety, radiological baseline monitoring, decommissioning plan and accidents analysis).
- Calculated public dose estimates using the MILDOS-AREA computer code.

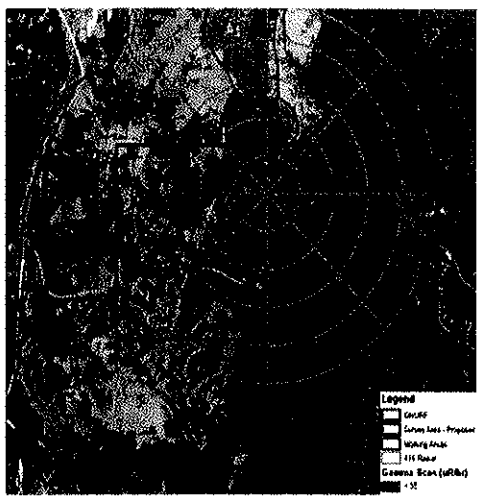
Energy Fuels Resources, Inc., Sheep Mountain

A conventional heap leach mill in Central Wyoming.

- Represented the former owner, Titan Uranium at a NRC pre-submission audit.
- Conducted a gap analysis of the radiological baseline monitoring program, including recommendations regarding the radiological implications of this legacy "brownfield" site previously radiologically impacted by historic uranium mining and milling activities.
- Prepared annotated outlines and regulatory basis documents for the preparation of the NRC license application (ER and TR).

Various Uranium In Situ Leach NRC License Applications

(e.g. Uranium One Moore Ranch, UR Energy Lost Creek and Uranerz Nichols Ranch ISR projects in Wyoming)



- Provided radiological support at various stages of the USNRC licensing application and review process.
- Responded to NRC Requests for Additional Information (RAI's).
- Assisted in complying with pre-operational license conditions following receipt of draft licenses.
- Provided radiological expertise in the radiation safety program, impacts of accidents, waste management, quality assurance, decommissioning and decontamination.
- Performed analysis using the MILDOS-AREA and RESRAD computer codes to assess potential dose to the public.

Uranium Energy Corporation (UEC), ISR projects in Texas

SENES has been providing support to several of UEC's Uranium ISR Projects in Texas.

- Provided a range of licensing and compliance services for the Palangana ISR satellite and Hobson ISR central processing plant including preparation of SOPS.
- Performed annual ALARA audits.
- Developed the technical basis for unrestricted release and license termination of the former Mt Lucas ISR site using the NRC Radium Benchmark Dose approach and the RESRAD computer code to demonstrate compliance to State of Texas regulatory criteria for radiological dose to future residents of the site.

Rio Algom Limited, Church Rock

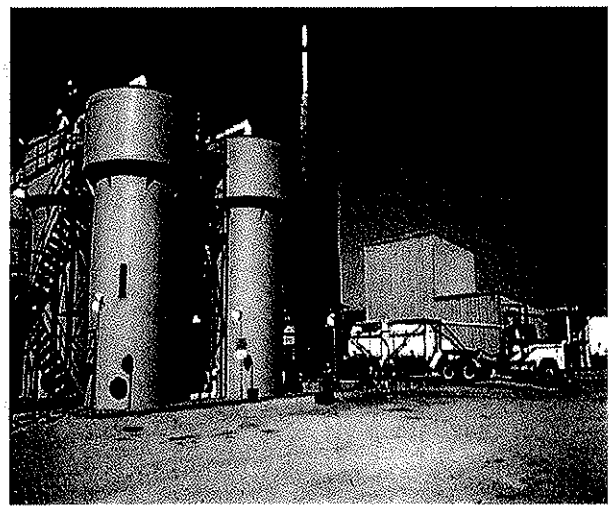
The NE Churck Rock Quivira Mine was operated by Kerr McGee. Rio Algom Mining LLC acquired the property in 1985.

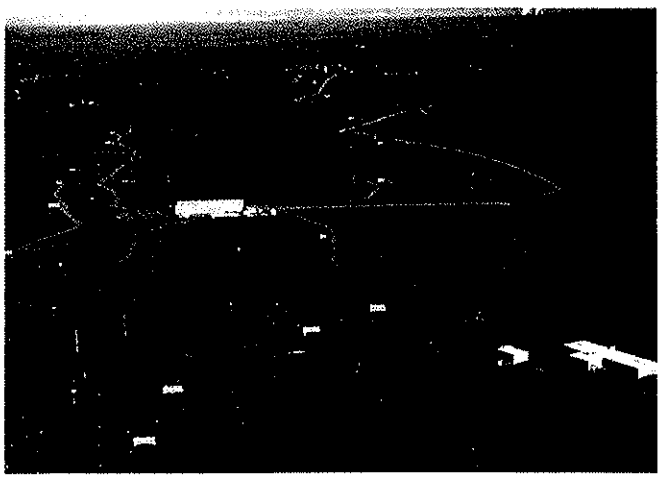
- Their site is being remediated under the requirements of a US/EPA Administrator Order.
- Developed a remediation work plan for clean-up in conjunction with the NE Church Rock Quivira Mine.
- Performed remedial action surveys and the final status survey in accordance with the work plan.

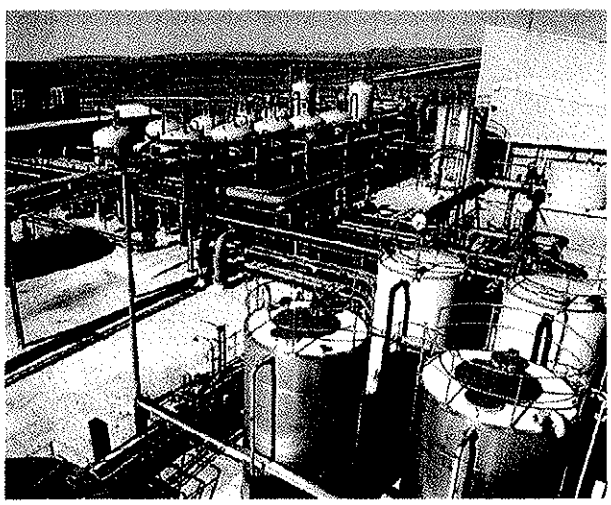
Characterization and Remediation of the Newmont Midnite Uranium Mine, Washington

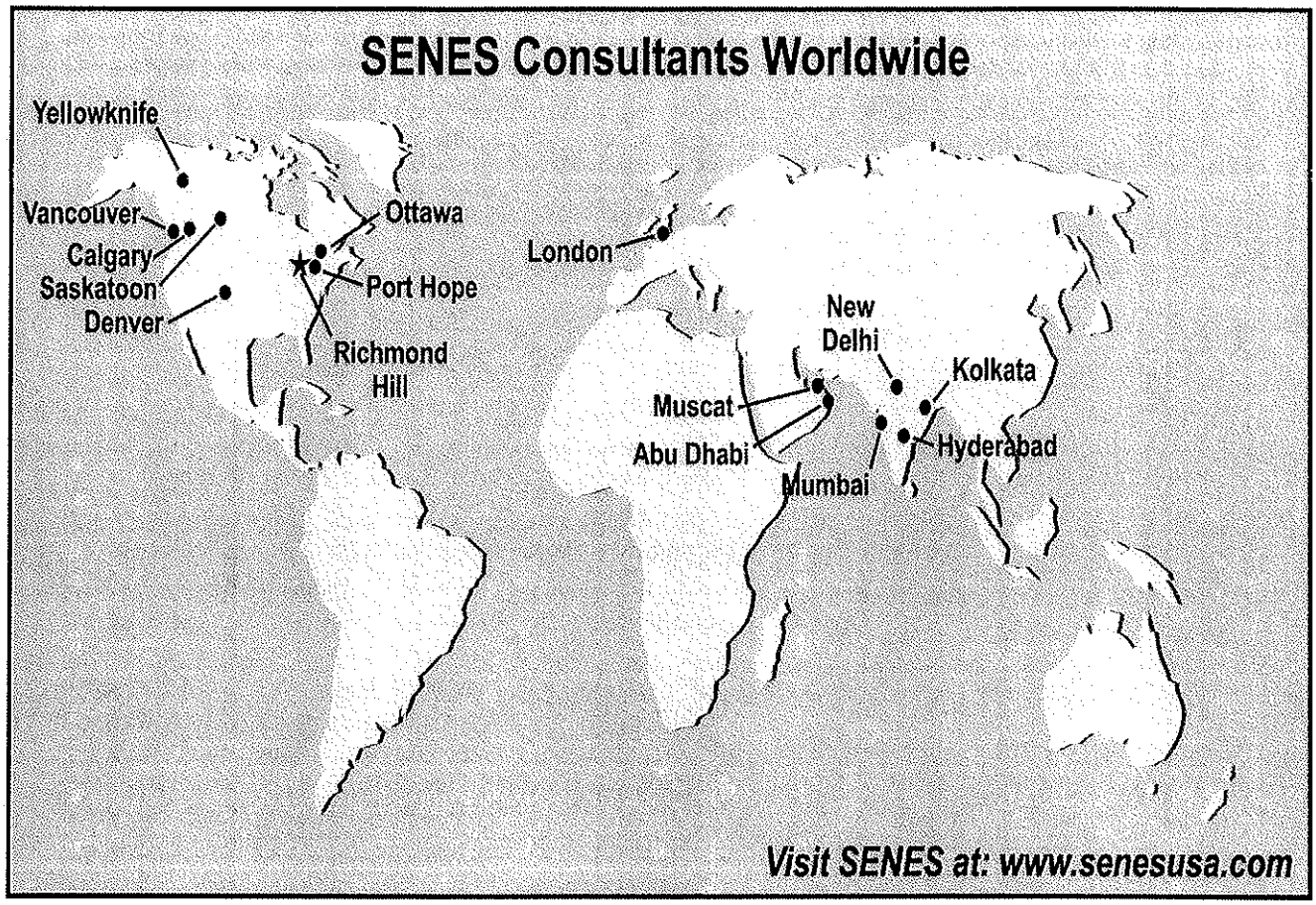
This former Dawn mining company property is being remediated under EPA requirements.

- Prepared radiological survey and characterization programs.
- Performed field surveys.
- Providing radiological engineering support for design of the mine water treatment plant.









SENES Consultants (US)
8310 S. Valley Highway, Suite 135
Englewood, CO 80112

For Further Information, please call Steven H. Brown, CHP

Direct Telephone: (720) 961-0951
Fax: (303) 468-3016
Email: sbrown@senesusa.com
Website: www.senesusa.com

SENES Consultants (Canada)
121 Granton Drive, Unit 12
Richmond Hill, ON L4B 3N4

For Further Information, please call Douglas B. Chambers, PhD

Telephone: (905) 764-9380
Fax: (905) 764-9386
Email: dchambers@senes.ca
Website: www.senes.ca

Appendix A: 4. Recognition of Addendum of Solicitation (2)

ADAMS COUNTY
COLORADO

ADDENDUM OF SOLICITATION

SOLICITATION NUMBER:	**RFP 2013.044**
SOLICITATION DATE:	**Monday, May 20, 2013**
DESCRIPTION:	**Safety Consultant Services**
ADDENDUM NUMBER:	**TWO (2)**
ADDENDUM DATE:	**June 14, 2013**

The hour and date specified for receipt of RFP 2013.044 [X] is [ ] is not extended to the following new hour and date:

Thursday, June 27, 2013 at 4:00 p.m.

The above-numbered solicitation is amended as set forth below. Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the proposal submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF PROPOSAL PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL. If by virtue of this addendum you desire to change a proposal already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

A. This Addendum is issued to extend the opening date of RFP 2013.044 to:

Thursday, June 27, 2013 at 4:00 p.m.

B. This Addendum is issued to provide answers to questions received for RFP 2013.044 on/or before Tuesday, May 28, 2013, at the end of this page.

C. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Division

ACKNOWLEDGEMENT:

6/27/13
(Signature/Date)

Steven H. Brown
(Name and Title)

SENES Consultants
(Company Name)

8310 S. Valley Highway, Suite 135 - Englewood, CO 80112
(Address)

cc: RFP 2013.044

Appendix A: 3. Recognition of Addendum of Solicitation (1)

ADAMS COUNTY
COLORADO

ADDENDUM OF SOLICITATION

SOLICITATION NUMBER:	RFP 2013.044
SOLICITATION DATE:	Monday, May 20, 2013
DESCRIPTION:	Safety Consultant Services
ADDENDUM NUMBER:	**One (1)**
ADDENDUM DATE:	May 23, 2013

The hour and date specified for receipt of RFP 2013.044 [X] is [ ] is not extended to the following new hour and date:
The above-numbered solicitation is amended as set forth below. Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the bid submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BID PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL. If by virtue of this addendum you desire to change a proposal already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

A. This Addendum is issued to extend the date for written questions regarding RFP 2013.044 from, **Monday**, May 27, 2013 at 2:00 p.m.;

To: Tuesday, May 28, 2013 at 2:00 p.m.

B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

ACKNOWLEDGEMENT:

6/21/13
(Signature/Date)

Steven H. Brown, Sr. Health Physics Advisor
(Name and Title)

SENES Consultants
(Company Name)

8310 S. Valley Highway, Suite 135 - Englewood, CO 80112
(Address)

cc: RFP 2013.044

Appendix A:

1. OFFEROR'S CERTIFICATION OF COMPLIANCE

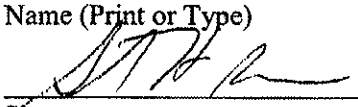
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with the County, Colorado, the undersigned Offeror hereby certifies that at the time of this certification, Offeror does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Offeror 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.

OFFEROR:

SENES CONSULTANTS
Company Name

June 27, 2013
Date

Steven H. Brown
Name (Print or Type)



Signature

Colorado Operations Manager/Sr. Health Physics Advisor
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

Appendix A: **2. OFFEROR'S SIGNATURE PAGE**

ADAMS COUNTY
COLORADO

REQUEST FOR PROPOSAL 2013.044

Safety Consultant Services

OFFEROR'S SIGNATURE PAGE

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF:

Addendum # 1 Addendum # 2

SENES Consultants Company Name	June 27, 2013 Date
8310 S. Valley Highway, Suite 135 Address	6/21/13 Name and Signature of Authorized Person
Englewood, CO 80112 City, State, Zip Code	Steven H. Brown Printed Name
Arapahoe County	Sr. Health Physics Advisor Title
720-961-0950 Telephone	303-468-3016 Fax

E-mail Address –
sbrown@senesusa.com

EXHIBIT A
(All Documents following this page of the Agreement)

Exhibit:

1. Adams County RFP 2013.044 Specifications and Statement of Services Solicitation

The remainder of this page left blank intentionally

REQUEST FOR PROPOSAL
2013.044

SAFETY CONSULTANT SERVICES

RFP Issuance Date: May 20, 2013
All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at:
http:www.rockymountainbidsystem.com

Written Questions regarding this RFP will be accepted through May 27, 2013 by 2:00 p.m.

An Addendum will be issued to answer submitted questions no later than May 31, 2013

RFP Opening Date: June 20, 2013
Time: 4:00 p.m.
Location: 4430 South Adams County Parkway, 4th Floor, Brighton, CO 80601
Purchasing Division

ADAMS COUNTY
COLORADO

1. Adams County Board of Commissioners (BOCC) through its Purchasing Division is seeking the services of a qualified consultant firm or individual to assist Adams County, referred to hereafter as the "County", in the management and support for a monitoring program at a County permitted landfill known as, the Clean Harbors Deer Trail (CHDT) located at 108555 East Highway 36 (70 miles east of the intersection of 52nd Ave. and Sheridan Blvd) for the County's Planning and Development Department.

   All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.rockymountainbidsystem.com

1.1. Offerors must register with this service to receive these documents.
1.2. This service is offered free or with an annual fee for automatic notification services.

2. Submittal of proposal questions. All questions relating to RFP 2013.044 must be reduced to writing and sent to the County's Purchasing Division to the attention of the Purchasing Agent by faxing to 720.523.6058. Written questions can be faxed or sent by U.S. Mail until the close of business on or before May 27, 2013, by 2:00 p.m. All questions are to be submitted to the Purchasing Agent by e-mail at hcasteel@adcogov.org.

3. An addendum to answer all questions will be issued no later than May 31, 2013.

4. **PROPOSAL:**

4.1. Format. Offeror must submit sealed proposal in **one (1) original CD in a .pdf format** and seven (7) copies. Proposal should not exceed thirty (30) pages excluding the RFP required signature pages submitted only on single sided, single column typed 8.5" x 11" size. Brochures or other supportive documents may be included with the proposal narrative. Submit to the office of the Purchasing Agent, Adams County Government Center Building, at 4430 South Adams County Parkway, First Floor Reception Desk, Brighton, Colorado 80601, up to 4:00 p.m., Wednesday, June 20, 2013, at this time the names of the offerors only submitting proposals will be read out loud. The RFP opening time shall be according to the County receptionist's clock on the first floor. Proposals may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company Name, RFP number with name of project and time of proposal opening. No proposals will be accepted after the time and date established for the solicitation, except by written addendum.

4.2. The two (2) required signature pages at the end of this document, **"CONTRACTOR'S CERTIFICATION OF COMPLIANCE"** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the **"OFFERORS SIGNATURE PAGE"** acknowledging the receipt of addendum(s), if applicable, must be signed and included in the proposal packet.

4.3. Proposals may not be withdrawn after date and hour set for closing. Failure to enter into a contract or honor an issued the purchase order will be cause for removal of Offeror's name from the Vendor's list for a period of twelve (12) months from the date of this RFP opening.

4.4. The County reserves the right to short list from the submitting Offeror's and conduct interviews.

4.5. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.

4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

4.8. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.

4.9. 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 Division has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.

4.10. Proposals must be furnished in the format described in Section 4.2 above. Failure to submit proposal in the format described in Section 4.2 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.

4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

4.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

4.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, scope of services, or proposals from offeror's who lack experience, or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible Offeror, and may require new proposals.

4.14. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

4.15. Issuance of this solicitation does not commit the County to award any contract or to procure or contract for any equipment, materials or services.

4.16. If a formal contract is required, the offeror agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until a Contract is signed by the Awardee and the Board of County Commissioners or its authorized designee.

4.17. Only sealed proposals received by the Purchasing Division will be accepted; proposals submitted by telephone, telegram or facsimile machines are not acceptable.

5. The County is an Equal Opportunity Employer.

6. INSURANCE: The Offeror agrees to maintain insurance of the following types and amounts:

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

6.1.1. Each Occurrence	$1,000,000
6.1.2. General Aggregate	$2,000,000

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

6.2.1. Bodily Injury/Property Damage	$1,000,000 (each accident)
6.2.2. Personal Injury Protection	Per Colorado Statutes

6.3. Workers' Compensation Insurance:	Per Colorado Statutes

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

6.4.1. Each Occurrence $1,000,000

6.4.2. This insurance requirement applies only to the Offeror who will be performing services under this solicitation 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.

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

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

6.5.2. 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.

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

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

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

6.8. At any time during the term of the Contract, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Contract.

6.9. The Offeror shall not commence work under the contract until they have submitted to the County, and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

6.10. All referenced insurance policies and/or certificates of insurance shall be issued to include the County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.

6.11. 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 covered by the described insurance.

6.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.

6.13. 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.

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

6.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if an Offeror issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division of the County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.

7. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate the contract for cause.

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

8.1. The Offeror 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.

8.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

8.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public solicitation for services.

8.4. At the time of signing the public contract for services, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public solicitation for services through participation in either the E-Verify Program or the Department Program.

8.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

8.6. If Offeror obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Offeror shall notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three (3) 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 Offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

8.7. Offeror 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).

8.8. If Offeror violates this Section of the Contract, the County may terminate the Contract for breach of contract. If the Contract is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

End General Information

STATEMENT AND SCOPE OF SERVICES:

9. OVERVIEW:

Adams County Board of Commissioners (BOCC) through its Purchasing Division is seeking the services of a qualified consultant firm or individual to assist Adams County, referred to hereafter as the "County", in the management and support for a monitoring program at a County permitted landfill known as, the Clean Harbors Deer Trail (CHDT) located at 108555 East Highway 36 (70 miles east of the intersection of 52nd Ave. and Sheridan Blvd) for the County's Planning and Development Department.

9.1. Clean Harbors Deer Trail (CHDT) is a permitted hazardous waste disposal facility allowing certain regulated Natural Occurring Radioactive Material (NORM) and Technically Enhanced NORM (TENORM) radioactive wastes or disposal. The facility operates under a Certificate of Designation (CD) issued by Adams County, Radioactive Materials License issued by Colorado Department of Public Health and Environment (CDPH&E) and a Resource Conservation and Recovery Act (RCRA) permit. Monitoring and review of documents will be accomplished in accordance with the County as **Attachment 2**, included with this solicitation as a .pdf file.

9.2. The Radioactive Materials License and RCRA permit may be found at http://www.colorado.gov/cs/Satellite/CDPHE-HM/CBON/1251616716289
The CD, and the Baseline Technical Assessment as **Attachment 3** are included with this solicitation as a .pdf file. Examples of the Weekly, Monthly and Annual Reports as **Attachment 1**, are included with this solicitation as a .pdf file. CHDT has also received Designation from the Rocky Mountain Low Level Radioactive Waste Board (Compact).
The Compact's Designation can be found at http://www.rmllwb.us/clean-harbors.htm.

11. SCOPE OF SERVICES:

11.1 The offeror will be responsible for:

- 11.1.1 Ensuring compliance of CHDT radiation-related operations with all applicable regulations
- 11.1.2 Ensure CHDT reports comply with the expectations of the CD.
- 11.1.3 Familiarization of the CD, Radioactive Materials License, Baseline Technical Assessment (providing basis for the limits and amount of allowed NORM/TENORM), and RCRA permit.
- 11.1.4 Responsible for reviewing the schedule of NORM/TENORM to be disposed of at the CHDT facility and ensure compliance with acceptance criteria per the County's CD.
- 11.1.5 Responsible for visiting the CHDT facility weekly, to review required waste acceptance paperwork and observe sampling. Schedule must be coordinated with the County Project Manager.
- 11.1.6 Provide written summary reports to the County Project Manager each month regarding amounts and types of NORM/TENORM waste disposed of at CHDT, and any observed problems.
- 11.1.7 Responsible for reviewing the required Monthly Reports and Annual Technical Assessments produced by CHDT and provide a written summary and comments to the County Project Manager.
- 11.1.8 Responsible for reviewing CHDT facility applications for amendments to the RCRA Permit, CD, License and Compact Designation, and provide written comments to the County Project Manager.
- 11.1.9 Attending meetings with the County's Board of County Commissioners on an as "needed" basis. Evening meetings may be required.
- 11.1.10 Responsible for coordinating all monthly meetings and schedules with the County Project Manager.

12. MINIMUM QUALIFICATIONS OF OFFEROR:

12.1 Environmental Science, Safety Engineering, Industrial Hygiene, Health Physics, or related disciplines

- 12.1.2 Environmental Science, Health Physics or a related advanced degree is preferred
- 12.1.3 Registered Environmental Manager preferred
- 12.1.4 Certified Health Physicist preferred
- 12.1.5 Certified Industrial Hygienist preferred
- 12.1.6 Certified Safety Hygienist preferred
- 12.1.7 Experience in hazardous materials remediation projects and disposal is preferred
- 12.1.8 Experience in remediation projects, radiation decommissioning projects, or managing radiation safety programs
- 12.1.9 Hazardous Waste Operations and Emergency Response (HAZWOPER) training

12.1.10 Knowledge of Colorado Rules and Regulations pertaining to these specific waste streams

13. FEE SCHEDULE:

13.1 The Offeror must provide a scope of work and practical budget for undertaking this project. The Offeror should keep in mind current economic conditions and be as efficient as possible in this process. A detailed breakdown of costs should be included within the proposal.

14. TIMEFRAME:

14.1 The Offeror must include a timeframe and work schedule in proposal for evaluation consideration.

15. HOURS OF WORK:

15.1 The County's normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Access to the work site may be restricted to these hours and days.

16. TERM OF THE CONTRACT:

16.1 Award of this solicitation will result in the establishment of a signed County Contract for a period from the date of the issuance of the notice to proceed (NTP).

17. INTELLECTUAL PROPERTY:

17.1 If, offeror infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under the Contract, Offeror shall, at the County's option **(a)** obtain for the County or Offeror the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the County.

18. CONFIDENTIAL INFORMATION-ADAMS COUNTY RECORDS:

18.1 Offeror shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any County records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

18.2 **Confidentiality**

18.2.1 Offeror shall keep all the County records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for the County records and information in the possession of Offeror shall be immediately forwarded to the County's principal representative.

18.3 **Notification**

18.3.1 Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with the County records and confidential information that each is subject to the confidentiality requirements set forth herein and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

18.4 **Use, Security, and Retention**

18.4.1 Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as authorized by this Offeror approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all the County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Contract or approved in writing by the County.

18.5 **Disclosure-Liability**

18.5.1 Disclosure of the County records or other confidential information by Offeror for any reason may because for legal action by third parties against Offeror, the County or their respective agents. Offeror shall indemnify, save, and hold harmless the County, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

18.6 **Standard and Manner of Performance**

18.6.1 Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in Offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of service.

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE:

19.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Offeror in the performance of its obligations under the Contract shall be the exclusive property of the County and, all Work Product shall be delivered to the County by Offeror's completion or termination of the Contract. The County exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Offeror shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Offeror's obligations hereunder without the prior written consent of the County.

20. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00:

20.1 The County, State or other public funds payable under the contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Offeror certifies and warrants that, during the term of the Contract and any extensions, Offeror has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If, the County determines that Offeror is in violation of this provision, the County may exercise any remedy available at law or in equity or under the contract, including, without limitation, immediate termination of the contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

21. INDEPENDENT CONTRACTOR:

21.1 Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Contract.

21.2 Offeror shall not have authorization, express or implied, to bind the County to any contract, liability or understanding, except as expressly set forth in the agreement. Offeror shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the County, and **(c)** be solely responsible for its acts and those of its employees and agents.

22. <u>NONDISCRIMINATION:</u>

22.1 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. The County is an equal opportunity employer.

22.1.1 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract, 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.

23. **PROPOSAL EVALUATION INSTRUCTIONS:**

23.1 This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.

23.1.1 Experience. Clearly indicate the specific experience of the individual/firm of projects of the same scale and type as this project. List the projects and indicate the length of each project,the budget, and whether or not the project was completed on time and within the budget. Please provide references to these projects within the Appendix.

23.1.2 Methods and Means Response. Provide a response that defines the methods and means by which the proposing individual/firm will perform the services outlined in the RFP.

23.1.3 Portion of Project to be subcontracted. Submit a list of the portion of the project to be subcontracted, a percentage and the names of the proposed sub-consultants and work experience with proposer.

23.1.4 Key Personnel. Provide a complete list of key personnel on the project and all sub-consultants working on the project, along with their education and professional experience (project and dates) and their role/responsibility in the project. Indicate the number of hours each person, including the Project Manager, will be dedicated to this project and each person's role/responsibility with this project.

23.1.5 Detailed scope of services including product for each project element.

23.1.6 Outline of proposed tasks, milestones, deliverables and methodologies for each item listed in the scope of work.

23.1.7 Cost proposal which shows costs for each item in the scope of work and staff assignments.

23.1.8 Provide copies of current licenses applicable to this scope of work.

23.1.9 At least three (3) references shall be provided for similar projects.

23.1.10 A W-9 form shall be completed and returned with proposal and for each subcontractor, if applicable.

24. EVALUATION FACTORS FOR AWARD

24.1 Award will be made to the single responsive, responsible offeror who submits the most technically acceptable proposal.

24.2 A review committee consisting of members, appointed by the County, will make recommendations to the County management, and the County Board of Commissioners. The evaluation is based on the firm's qualifications. The committee may request additional information from offerors or request personal interviews with offerors.

24.3 The evaluation criteria are listed below in descending order of importance.

25. CRITERIA

25.1 Individual/firm, past project experience and client references.

25.2 Ability to conduct monitoring, interpret data and provide deliverables methodology.

25.3 Project Fee Structure.

25.4 Project Approach.

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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:

STENES Consultant

Company Name

31 October 2013

Date

Stan H Braun

Name (Print or Type)

Authorized Signature

Manager, Colorado Operations

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

Signature Page

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: _____ 11-25-13

Chair Signature Date:

OFFEROR
SENES CONSULTANTS

By:

Steven H Brown 31 October 2013

Name (Print or Type) Date:

_____ Manager, Colorado Operations

Authorized Signature Title

Attest:
Karen Long, Clerk and Recorder

Keisha Hussa
Deputy Clerk

ADAMS COUNTY, COLORADO SEAL

APPROVED AS TO FORM:
Adams County Attorney's Office

By: _____
Attorney Signature

NOTARIZATION:
COUNTY OF Boulder)
)SS.
STATE OF COLORADO)

Signed and sworn to before me this 31 day of October, 2013,

by Connie Thompson,

_____
Notary Public

My commission expires on: 6/4/2016

Connie M Thompson
Notary Public
State of Colorado