



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

**SOLICITATION OF QUALIFICATIONS
COVER PAGE**

SOQ Number: **7191-20**

SOQ Title: **Boulder County Parks and Open Space
Water Quality Testing Services**

Pre-Proposal Meeting: N/A

SOQ Questions Due: November 20, 2020 – 2:00 p.m.

Submittal Due Date: November 30, 2020 - 2:00 pm

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Bid Tab
- Evaluation Criteria
- Signature Page
- Attachments



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is seeking proposals for qualified, certified, and/or licensed Water Quality Testing Specialists. Specialists must be able to ensure compliance with all Local, State, and EPA Water System Regulations. In addition to Water Quality Testing Services, the selected Contractor will also be required to provide maintenance for existing water treatment systems per manufacturers' specifications, and all Local, State and Federal regulations.

The purpose of this solicitation is to have a qualified, certified, and/or licensed water quality contractor collect and test water samples from the Goodhue Farmhouse Meeting Facility (GFMF), approximately Fifteen (15) County owned rental houses on well water managed by the Parks & Open Space Department, the Argo Mine site, and the Cardinal Mill Mine site (see Attachment A for property locations). Tasks include, but are not limited to: Collecting and sending water samples to a certified lab for analysis on all properties, submitting monthly lab reports (depending on site classification) to the appropriate BCPOS staff member and prepare and submit all reports required by Colorado Department of Public Health and Environment (CDPHE), function as the Operator in Responsible Charge (ORC) for the GFMF, conduct maintenance and monitoring of the GFMF water system and other systems as describe below. Additionally, the selected contractor shall immediately notify BCPOS staff of any concerns, safety or compliance issues that may arise from any water test results. Contractors shall be certified and/or licensed and understand and adhere to all Local, State, and EPA Water Quality Testing Regulations.

PRE-PROPOSAL MEETING:

A pre-proposal meeting will not be held for this project.

ATTACHMENTS:

Attachment A: Property Locations

Attachment B: GFMF Monitoring Plan, System Diagram and Equipment Specifications

Attachment C: Argo Mine Documentation

Attachment D: New Cardinal Mill Documentation

Attachment E: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m. November 20, 2020**. A

response from the county to all inquiries will be posted and sent via email no later than **November 24, 2020**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on November 30, 2020**.

Please note that emails are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **SOQ # 7191-20** in the subject line.

All SOQs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their SOQ response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado

Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/> .



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SPECIFICATIONS

SPECIFICATIONS:

The selected contractors will be responsible for ensuring regulatory compliance services for water and stormwater, including but not limited to; monitoring, collecting samples, maintaining collection stations, testing, preparing reports, water treatment, and water filtration system repairs. Rental houses and additional Boulder County rental properties or agricultural properties may be added or removed from the scope of work as they are acquired or sold. The BCPOS requires Water Quality Testing Services, and maintenance at the following sites.

For all sites listed: The Contractor must have familiarity with onsite water treatment systems to ensure the County is in compliance with all Local, State, and EPA regulations for water systems. Collect samples and perform routine testing as required by the Water Quality Control Division (WQCD) of CDPHE. For the designated properties, prepare and submit reports to the WQCD and CDPHE as required daily, quarterly, monthly, and annually. Provide a copy of each report submitted, to Boulder County Parks and Open Space Department, Attn: Designated Project Coordinator for each mine site and Rental House Coordinator.

Goodhue Farmhouse Meeting Facility: PWSID # CO0207631, 2005 S. 112th Street, Broomfield, Colorado 80020, is categorized as a Transient Non-Community Water System (TNCWS). The water source for this facility is provided from a well located on site that has been operational since 2004. The water system serves the Goodhue Farmhouse Meeting Facility, located at the Carolyn Holmberg Preserve / Rock Creek Farm Open Space property. The Monitoring Plan has been approved and is regulated by CDPHE. A water filtration system is on site and repair/maintenance/monitoring of this system and 24-hour, 7-days a week service may be required. The selected contractor will function as the ORC for the GFMF water treatment system and perform all maintenance activities per manufacturer's specifications for the installed equipment. Per CDPHE regulations, it is required that the contractor shall hold the appropriate certification of Water Treatment Operator, and Colorado State Licensed Water Well Construction and Pump Installation Contractor License. Identify any problems in existing systems and recommend water and/or wastewater system modifications and/or resolutions. Provide water treatment as required or as needed to ensure regulatory compliance. In addition to the monitoring and maintenance of the system, the selected contractor shall prepare and submit all required reports to both CDPHE and BCPOS. The expectation is to meet basic potable water requirements for bacteria and meet established Maximum Contaminant Levels (MCL's) for any other constituents of concern at tap or post treatment. See Attachment B for Monitoring Plan, System Diagrams and Equipment Specifications.

Open Space Rental Houses: There are approximately fifteen (15) residential homes located throughout Boulder County that are managed by the Parks and Open Space Department (see

Attachment A). Rental houses may be added or removed, if sold or purchased, from the scope of work as specified by the Parks and Open Space Department. The water source for each house is provided by a well or is spring fed at the home's location. All of the rental homes have a water treatment system currently in place. The contractor must be available to provide 24-hours a day, 7-days per week coverage, including on-call emergency repair services in the event of system failure. Monitoring of the existing well water systems include, but are not limited to: Annual well water testing for potability, heavy metals and minerals such as nitrates, pesticides, lead, copper, arsenic, mercury, uranium, radon and radium, collecting and testing water samples for each house twice (2) a year for presence of total Coliform and E.coli., as well as, overall system functionality, identify any problems in existing systems and recommend water and/or wastewater system modifications and/or resolutions, provide water treatment as required or as needed to ensure regulatory compliance. Contractor may be asked to recommend further testing and solutions to possible contamination discovered through testing. Contractor may be asked to make water filtration system repairs and complete well maintenance, as necessary. The expectation is to meet basic potable water requirements for bacteria and meet established Maximum Contaminant Levels (MCL's) for any other constituents of concern at tap or post treatment.

Argo Mine: 3902 Overland Road, Jamestown, Colorado 80455, is a reclaimed hard rock mining site located on the Mehl Open Space property. The site was reclaimed in December of 2010. During the reclamation process, CDPHE required stormwater monitoring. Sampling continues due to heavy metals leaving the site that exceed the Total Daily Maximum Load (TMDL) for the Little James Creek watershed. Samples are collected from a station located in an intermittent drainage that runs through the property. There are two (2) collection stations at the site. One station is located down gradient of the reclaimed mine site and the other is in a drainage above the mine site. If sampling results continue to exceed CDPHE's total daily maximum load limits, the contractor may be asked to provide recommendations and action plans for obtaining and maintaining those limits. In addition to the sampling tasks, the contractor will perform maintenance of the collection station as needed. This task also includes removal of the weather station during the winter and reinstallation in the spring. The weather station is an Oregon Scientific RGR126N wireless rain gauge and thermometer. The station is located approximately 200 feet northwest of the intersection of Overland Drive and County Road 87 west of Jamestown.

New Cardinal Mill Site: 167 Bergren Road, Nederland, Colorado, 80466, is located west of Nederland off County Road 128 (Caribou Road). The Cardinal Mill Site property consists of approximately 265 acres of patented mining claims and contains a portion of the Switzerland Trail and Coon Track Creek. A Subterranean Dewatering permit (Permit COG603078 (administrative extension) and General Permit COG603000) is in place to monitor heavy metals and suspended solids in discharge from Boulder County Tunnel perimeter drain into Coon Track Creek, a Middle Boulder Creek tributary. CDPHE regulations require that a grab sample be taken once (1) per month from the site. Samples are collected from a single location at the terminus, or discharge point, of a buried perimeter pipe which is south east side of the mill building. Monitoring and very minor maintenance will need to occur at the 8" surface grate opening to the toe drainpipe on the south west corner of the building to ensure flows are not bypassing the drain line.

TESTING SCHEDULE:

The current testing schedule for each site to sample, test, monitor, and repair/maintain existing water and wastewater systems is as follows:

A. Goodhue Farmhouse Meeting Facility: The Goodhue Farmhouse Meeting Facility shall have monthly maintenance performed for the CLX Chlorine Monitor, which includes changing the reagent, checking and cleaning the external strainer and glass cuvette. Providing a monthly Data Log Report to Boulder County Parks and Open Space Department, Attn: Rental House Coordinator. Water analysis, potability, total Coliform and E. Coli testing shall be performed twice (2) a year. Monitor and fill chlorine tank to capacity shall be done quarterly. The Chlorine Analyzer reagent tube shall be replaced every 3 months and the Chlorine Analyzer reagent caps and glass cuvette shall be replaced annually.

B. Open Space Rental Houses: Each private residential rental house shall be tested twice (2) per year for potability and the presence of total Coliform and E.coli. Overall system functionality should be checked quarterly. Each house shall be tested annually for heavy metals and minerals such as nitrates, pesticides, lead, copper, arsenic, mercury, uranium, radon and radium. Contractor will prepare water system assessment reports including, but not limited to: Schematic drawings of the treatment system and water lines. Complete a comprehensive water analysis, identification of treatment system components, and an assessment of the effectiveness and overall condition of the systems. Provide recommendations for modifications to the treatment system and recommendations for a maintenance schedule. Contractor may be asked to install new water treatment systems and/or repair or service existing water treatment systems. The contractor must be available to provide 24-hours a day, 7-days per week coverage, including on-call emergency repair services in the event of system failure.

C. Argo Mine Stormwater Monitoring: The selected contractor will collect one (1) sample per quarter from each collection station located on the site. A total of two (2) samples will be collected at each quarterly visit. Additionally, the contractor will have the samples analyzed for four (4) heavy metals (Copper, Manganese, Lead, and Zinc) by a certified lab. The contractor will send all lab results to the County on a quarterly basis. See Attachment C for CDPHE's sampling criteria.

D. New Cardinal Mill Subterranean Dewatering Monitoring: The selected contractor will collect one (1) sample per month from the above specified sampling site. The monthly sample will be analyzed by a certified laboratory for potentially dissolved Copper, Lead, Zinc, as well as total Mercury, PH and Total Suspended Solids. A visual for presence/absence of oil and grease will be recorded by the contractor on site and if present, a grab sample will be taken and analyzed. The effluent discharge rate will also be recorded for each sampling event. The contractor will send all results to the County on a monthly basis and submit quarterly Discharge Monitoring Reports (DMR) to CDPHE through NetDMR with an electronic copy to the County. See Attachment D for CDPHE's sampling criteria.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Commercial General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

Boulder County as Additional Insured

Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insureds.

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability: If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements you may request one in your response with an explanation.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Solicitation of Qualifications (SOQ) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name, address, phone number and email of your company
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this SOQ. Specifically list any deviations and provide justification for each deviation.
	Submit three (3) references for similar projects your company has completed within the last three (3) years and contact information
	Firms fee schedule, flat or hourly rate sheet
	Proof of license and/or certification
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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BID TAB

BID TAB:

Please submit proposals for each site separately and list as follow: Goodhue Farmhouse Meeting Facility, Open Space Rental Houses, Argo Mine, and Cardinal Mill Mine. Bidders may submit bids for one (1) or all sites detailed in the scope of work. Please include any rate sheets applicable to the Work.

EACH PROPOSAL must include flat rate or hourly rate for the following services:

Documentation, Report submittal to all required agencies	\$ _____
On Call Service, 7 days a week, 24 hours a day	\$ _____
Overtime Service Call	\$ _____
Holiday Service Call	\$ _____
Regular Service Call	\$ _____
Repair/Maintenance Call	\$ _____

TOTAL FEES: \$ _____

GOODHUE FARMHOUSE MEETING FACILITY

CLX Chlorine Monitor – monthly maintenance	\$ _____
Water analysis, potability, total Coliform and E. Coli sample collection/bi-annually	\$ _____
Water analysis, potability, total Coliform and E. Coli testing/bi-annually	\$ _____
Monitor and fill chlorine tank to capacity – quarterly	\$ _____
CLX Chlorine Monitor replace tube – 3 months	\$ _____
CLX Chlorine Monitor replace caps – annually	\$ _____
CLX Chlorine Monitor replace glass cuvette – annually	\$ _____
Water analysis / Nitrates – annually	\$ _____
Data Log Report – monthly	\$ _____
Operator in Responsible Charge (ORC) Duties	\$ _____

TOTAL FEES: \$ _____

OPEN SPACE RENTAL HOUSES

Quarterly system functionality check per residence \$ _____
Coliform and E. Coli - sample collection per residence/bi-annually \$ _____
Annual heavy metals and minerals testing \$ _____
Water System Assessment report \$ _____
After hours or emergency fee's \$ _____

TOTAL FEES: \$ _____

ARGO MINE

January to December - 2 test per quarter \$ _____
Laboratory testing fees per sample \$ _____
Maintain collection station – 4 times per year \$ _____
Removal and reinstallation of the weather station – twice a year \$ _____

TOTAL FEES: \$ _____

CARDINAL MINE

January to December - 1 test per month \$ _____
Laboratory testing fees per sample \$ _____

TOTAL FEES: \$ _____

Company Name

Name of person submitting BID



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Information presented in proposal
- Ability of the vendor to provide quality and timely products and services
- Qualifications and experience of the vendor
- Total cost –or- Proposed pricing
- Any other relevant and appropriate factors as determined by the county

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Information presented in proposal	20
Ability of the vendor to provide quality and timely products and services	20
Qualifications and experience of the vendor	20
Total cost –or- Proposed pricing	20
Any other relevant and appropriate factors as determined by the county	20
Total Possible	100



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

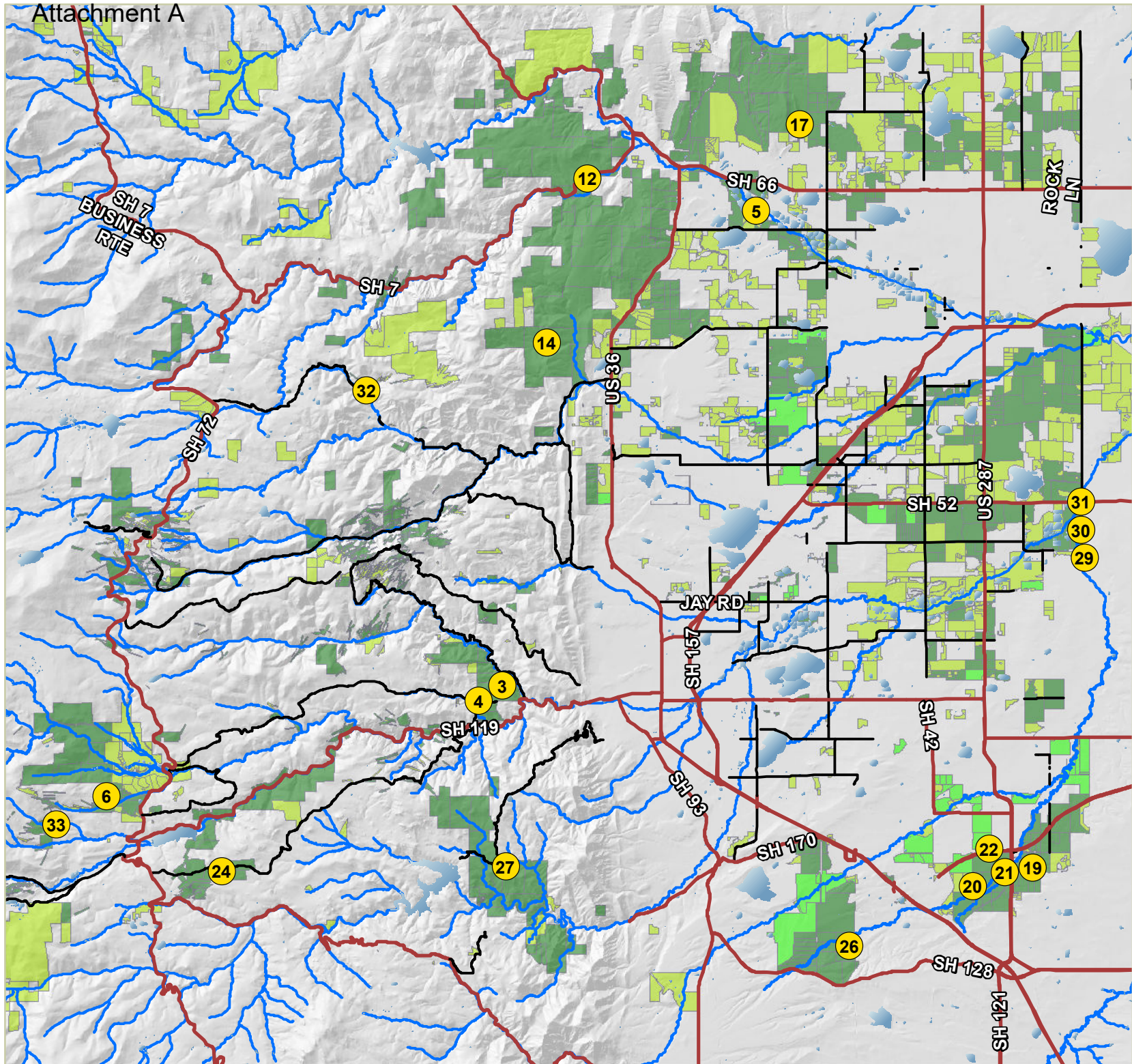
- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

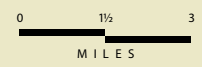
Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Water Quality Testing Locations



- 3 Betasso Brick House
- 4 Betasso Cottage House
- 5 Braly House
- 6 Caribou Ranch House
- 12 Hall Ranch House
- 14 Heil Ranch House
- 17 Money House
- 19 RCF Brick House
- 20 RCF Dwight Nelson House
- 21 RCF Goodhue Farm House
- 22 RCF Woody House
- 24 Reynolds Ranch House
- 26 Verhey House
- 27 Walker Ranch House
- 29 Wheeler Ranch Blue House
- 30 Wheeler Ranch Farm House
- 31 Wheeler Ranch Main House
- 32 Argo Mine
- 33 Cardinal Mill Mine



2020



The user agrees to all Terms of Use set forth by Boulder County. For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer

06/03/2019

CO0207631 - ROCK CREEK FARM WS

Public Water System Monitoring Plan

System Name	ROCK CREEK FARM WS
PWSID (Assigned by Department)	CO0207631
County	BOULDER
School or Daycare	No
Describe Changes	UP DATE ENTIRE MONITORING PLAN

Submittal to the Department

Submit Online (Preferred): wqcdcompliance.com/login

Fax: 303-758-1398

WQCD - B2 - Drinking Water CAS

4300 Cherry Creek Drive South

Denver, CO 80246-1530

Revisions

Water systems are required to submit any changes to the Department within thirty (30) calendar days following the effective date of the change. **If submitting revisions please only submit the individual section(s) that changed.**

Monitoring Schedules

All routine monitoring information, facilities and sample points (with state assigned IDs), system classification, and system source classification is available at wqcdcompliance.com/schedules. Schedules are updated on a weekly basis and should be checked regularly for any changes.

Immediately call **303-692-3308** (or **1-877-518-5608** if after-hours) for:

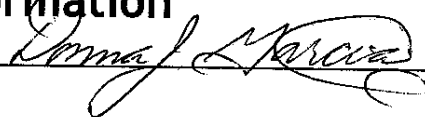
1. Positive coliform or Positive *E. coli*.
2. Nitrate greater than or equal to 10.0 mg/L.
3. Nitrite greater than or equal to 1.0 mg/L.
4. Surface water high turbidity or inadequate disinfection.
5. Chlorine dioxide greater than or equal to 0.8 mg/L.
6. Chlorite greater than or equal to 1.0 mg/L.

06/03/2019

CO0207631 - ROCK CREEK FARM WS

Contact Information

Completed by: Donna J. Garcia

Signature: 

Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

System Physical Address (Not Mailing)

Address: 2005 S. 112th St.

City: Broomfield State: CO Zip: 80020

System Phone: 303-465-9565 System Email: {mweber@bouldercounty.org}

Administrative Contact (AC) Name: HOPE DIBBLE

(The primary contact person for all Department mail or other communications regarding drinking water compliance)

Mailing Address: 425 JOHN DEERE DR STE 5

City: FORT COLLINS State: CO Zip: 80524

Phone: 970-494-1610 E-mail: HOPE@AWWS.ORG

** If the Administrative Contact is also the Distribution or Treatment Operator and is not the owner or legal representative of the water system (e.g. contract operator), a signed delegation form must be submitted. (Form can be downloaded at: <https://www.colorado.gov/cdphe/monitoringplans>) **

Legally Responsible Water System Owner Name: MELISSA WEBER

(An individual, corporation, partnership, association, state or political subdivision thereof, municipality, or other legal entity)

Mailing Address: 2005 S. 112th St.

City: Broomfield State: CO Zip: 80020

Phone: 303-678-6354 Email: MWEBER@BOULDERCOUNTY.ORG

Emergency Contact Name: Linda Dibble

(Someone the Department can contact in an emergency if the administrative contact is unavailable)


Phone: (970) 494-1619 Email: linda@awws.org

Distribution System (DS) Operator Name: SEAN D DIBBLE

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: 13738 (not the certificate number)

Phone: 970-494-1610; (BUS) 970-494-1610 Email: SEAN@AWWS.ORG


DS Operator Signature: 

Treatment Operator Name: SEAN D DIBBLE Same as DS? Yes/No

(A certified operator designated by the owner to have ultimate responsibility for decisions regarding operational activities)

Operator ID#: 13738 (not the certificate number)

Phone: 970-494-1610; (BUS) 970-494-1610 Email: SEAN@AWWS.ORG

Treatment Operator Signature: 

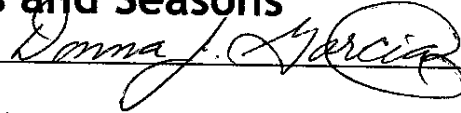
06/03/2019

CO0207631 - ROCK CREEK FARM WS

Population Types and Seasons

Completed by: Donna J. Garcia

Signature: _____



Certification of Accuracy: I hereby certify that the information is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Service Connections provide water through a pipe or constructed conveyance for human consumption which includes drinking, showering, hand-washing, or cooking. Examples of service connections: single family homes, a metered multi-family dwelling unit, a business building, a mobile home trailer, or camp spigot.

Total Number of Service Connections (Residential and Commercial): 3

Resident Population is the number of people who live there.

Resident Population: 4

Non-Transient Population is the number of same people who have regular opportunity to consume the water for six months or more per calendar year, but do not reside there. These are usually students or employees. Regular opportunity is defined as four or more hours per day, for four or more days per week, for six months or more per year.

Non-Transient Population: 7 Season Jan (month) to Dec (month)

Transient Population is the daily average number of people who have an opportunity to consume the water, but are not residents or non-transients. These are customers, visitors, or seasonal employees

If your transient population varies by season you may specify multiple seasonal populations, otherwise enter January and December for the months.

Average Transients per day in the busiest month is 140 - Busy season Jan (month) to Dec (month)

Average Transients per day in the busiest month is 0 - Other season {BegMonth2} (month) to {EndMonth2} (month)

If you need assistance, please call (303) 692-3556 or visit colorado.gov/cdphe/dwcontact.

Definitions of the terms used in this form may be found in 5 CCR 1002-11 (Regulation 11) available at colorado.gov/cdphe/water-quality-control-commission-regulations.

Water haulers please follow the instructions in the operational handbook available at colorado.gov/cdphe/hauler.

Water Sources Definitions

Water Types

Groundwater (GW) - Any water under the surface of the ground being neither “surface water” nor “groundwater under the direct influence of surface water.”

Surface water (SW) - Any water source that is open to the atmosphere and subject to surface runoff.

Groundwater under the direct influence of surface water (GWUDI or GU) - Any water beneath the surface of the ground with significant occurrence of insects or other macro-organisms, algae or large-diameter pathogens such as *Giardia lamblia* or *Cryptosporidium*; or significant and relatively rapid shifts in water characteristics such as turbidity, temperature, conductivity or pH that closely correlate to climatological or surface water conditions.

Purchased water (GWP, SWP or GUP) - Water that you receive (whether or not you purchase it) from another water system or water hauler.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. Integrated systems must submit their agreement to the Department for approval.

Availability

Permanent (P) - A primary water facility.

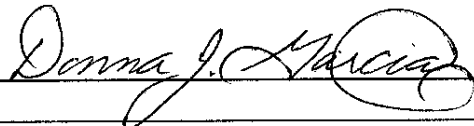
Emergency (E) - A water facility that is used only as the result of extreme circumstances, and is otherwise kept offline. This type of facility is most likely never used. Nitrate and total coliform samples would need to be obtained within 2 days after start-up and the **Department must be notified of start-up within 24-hours.**

Interim (I) - A water facility that is either used as a result of high water demand or out of necessity to maintain water rights. The facility may be used once every few weeks or months or once every few years. Routine Sampling will be required at the Entry Point to the Distribution System.

Seasonal (S) - A water facility that is typically used every year to aid a system in meeting high water demands. While a water system may not know when it will need a seasonal source, it is most often used every year. These also may be referred to as peaking facilities. Routine sampling will be required at the Entry Point to the Distribution System.

Water Source Details

Completed by: Donna J. Garcia

Signature: 

Groundwater Sources					
Facility ID (Assigned by Department)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion
001	WELL	P		-	650

Ground Water Under the Direct Influence of Surface Water Sources (GWUDI)					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	DNR Permit # - Aquifer Name	Well Depth at Completion

Surface Water Sources			
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation

Purchased Water Sources							
Facility ID (Assigned by Dept)	PWSID - Name of Supplying Water System	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Type (GW, SW or GWUDI)	Connection Location cross-streets	Do you receive treated or raw water	Approved Integration Agreement? Yes / No

Combined Raw Source Sampling Locations					
Used when raw sources blend and there is a sample tap that represents multiple blended sources					
Facility ID (Assigned by Dept)	Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in use	Combining Sources Facility IDs and Names	Treatment Plant it Flows to

CO0207631 - ROCK CREEK FARM WS
Water Treatment Codes

The codes below are generated by the USEPA for the purpose of standardizing the treatment processes as they are cataloged and tracked within the federal and state database programs. Water systems should have individual process flow diagrams for treatment; from these diagrams, each process should have an associated name. If you struggle to understand the different treatment codes below, please contact the Division's Engineering Section for assistance.

DISINFECTION

GASEOUS CHLORINATION (401)
 HYPOCHLORINATION BLEACH (421)
 CHLORAMINES (200)
 CHLORINE DIOXIDE (220)
 ULTRAVIOLET RADIATION (720)
 OZONATION (541)
 CONTACT TIME PROVIDED (825)

FILTRATION

ANION EXCHANGE (836)
 CATION EXCHANGE (835)
 FILTRATION, BAG (801)
 FILTRATION, BAG - ROUGHING (810)
 FILTRATION, CARTRIDGE (341)
 FILTRATION, CARTRIDGE - ROUGHING (865)
 FILTRATION, MICROFILTRATION (895)
 FILTRATION, PRESSURE SAND (344)
 FILTRATION, RAPID SAND (345)
 FILTRATION, ULTRAFILTRATION (347)
 FILTRATION, GREENSAND (343)
 NANOFILTRATION (890)
 NATURAL OR RIVERBANK FILTRATION (GWUDI) (826)
 REVERSE OSMOSIS (640)

PRETREATMENT, COAGULATION AND SEDIMENTATION

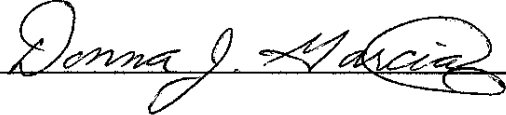
AERATION (820)
 ACTIVATED CARBON, GRANULATED (121)
 ACTIVATED CARBON, POWDERED (125)
 COAGULATION (240)
 DISSOLVED AIR FLOTATION (880)
 FLOCCULATION (360)
 HYDRAULIC JET MIXING (831)
 IN LINE STATIC MIXING (830)
 MICROSCREENING (520)
 PERMANGANATE (560)
 PRESEDIMENTATION (840)
 RAPID MIX (600)
 SEDIMENTATION (660)
 UPFLOW CLARIFIER (845)

OTHER FORMS OF TREATMENT

ACTIVATED ALUMINS (100)
 ALGAE CONTROL (160)
 BLENDING (896)
 FLUORIDATION (380)
 INHIBITOR, SILICATE (449)
 INHIBITOR/SEQUESTERING AGENT, PHOSPHATE BASED (815)
 PEROXIDE (580)
 PH ADJUSTMENT - SUPPRESSION (847)
 PH ADJUSTMENT - ELEVATION (848)
 REDUCING AGENT (620)

Water Treatment Plant Details

Completed by: Donna J. Garcia

Signature: 

Treatment Plants				
Facility ID (Assigned by Department)	Plant Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	Contributing Sources Facility IDs and Names
002	TREATMENT FOR WELL	P		WELL (001);
Treatment Codes (see previous page for codes)				
HYPOCHLORINATION, PRE (423); CARTRIDGE FILTRATION VARIABLE (860);				
Provide a Detailed Description of the Water Treatment System (including descriptions of tanks used for disinfection contact time)				
Facility ID (Assigned by Department)	Plant Name	Availability (P, E, I, or S)	If seasonal, include months anticipated to be in operation	Contributing Sources Facility IDs and Names
Treatment Codes (see previous page for codes)				
Provide a Detailed Description of the Water Treatment System (including descriptions of tanks used for disinfection contact time)				

Distribution System Definitions

Entry point -A location before or at the first customer which is representative of treated (finished) water. The entry point may represent treated water from multiple treatment plants and/or multiple sources. Sometimes the water treatment plant is the first tap.

Distribution system storage facility - Any treated (finished) water storage tank at the treatment plant or in the distribution system that is not considered part of disinfection contact time (i.e. after the entry point).

Booster treatment facilities - Any chemical booster stations after the first customer (such as disinfection or corrosion control chemical booster stations in the distribution system).

Consecutive connection - A master meter connection from your water system to another water system for purposes of supplying drinking water to the other system.

Integration agreement - An agreement between two or more public water systems, one of which is a wholesale/supply system, whose distribution systems are physically connected. The systems agree to operate using a common set of standards that the wholesale system establishes for the purpose of maintaining and protecting drinking water quality. **Integrated systems must submit their agreement to the Department for approval.**

Pump station - A facility used to pump water or increase water pressure. Pump stations are not used for chemical additions or other treatment and do not need to be reported on this form.

Distribution System Details

Completed by: Donna J. Garcia

Signature: 

Number of Distribution Systems

How many distribution systems does the system have? {Number of Distribution Systems} If more than one, how are the distribution systems operated? (i.e. are they completely independent of each other or does water flow from one to another through operator-controlled valves, etc.): {Distribution System Details}

Entry Points to Distribution System

Residual Disinfectant, Nitrate, Nitrite, Inorganics, Volatile Organics, Synthetic Organics, Radionuclides, Chlorite, Chlorine Dioxide, and Bromate Must be Collected at All Entry Points

Facility ID (Assigned by Department)	Facility Name
002	TREATMENT FOR WELL

Storage & Other Facilities

Facility ID (assigned by Department)	Facility Name	After Entry Point (In Distribution)	Contributing Treatment Plants (or Sources)	Tank Volume (gallons)
003	TANK NO1	No		2400 GAL
004	TANK NO2	No		2400 GAL

Booster Treatment Facilities (Post Entry-Point Treatment)

Facility ID (Assigned by Department)	Facility Name	Treatment Description (use treatment codes)

Consecutive Connections Serving Another Water System

Receiving System PWS ID and Name	Availability (P, E, I, or S)	Do you supply treated or raw water?	Integrated Agreement? Yes / No

Schematics and Maps

Sketch of Facility Flows

Include a schematic, diagram or sketch depicting how the flow from each source facility is connected to the combined raw source, treatment plant, storage tank, and the distribution system. Indicate all applicable entry point and raw water sample sites.

Process Schematic of Water Treatment Plants

Provide a process flow diagram for each treatment plant. Include locations (in the process) of all chemical additions, chemical storage, monitors/meters, piping and physical components of the treatment plant. Designate water flow direction throughout the schematic. All components must be clearly labeled. Indicate all applicable sample sites, and include parameters measured at each site.

Map of Distribution System

Provide a map of the distribution system showing locations of all storage facilities, booster treatment facilities, consecutive connections and entry points as well as all applicable sample sites described below. You may provide this detail all in one map or in several different maps. Clearly indicate if there are multiple distribution systems and if those distribution systems are connected to each other. If applicable, include an evaluation and description of the extent to which zones of influence from each source overlap.

Total Coliform Sample Sites

Attach a map of the distribution system showing locations of all total coliform sample sites. Hand drawn schematics or aerial maps (Google Maps) are acceptable.

Lead and Copper Sample Sites

Attach a map of the distribution system showing locations of all lead and copper sample sites. Hand drawn schematics or aerial maps (Google Maps) are acceptable.

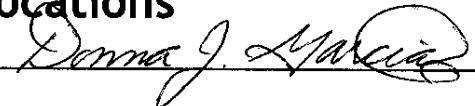
Disinfection Byproducts (TTHM/HAA5 and Chlorite) Sample Sites

Attach a map of the distribution system showing locations of all disinfection byproduct sample sites as well as treatment plants and distribution storage tanks. Hand drawn schematics or aerial maps (Google Maps) are acceptable.

Note: The supplier may use one schematic if it includes all of the required elements.

Records Locations

Completed by: Donna J. Garcia

Signature: 

These records must be made available for inspection for Department staff during site visits.

Type of Record	Location Address	Retain no less than...
Total Coliform (TCR) and Fecal Coliform/ <i>E. coli</i> results AND distribution system residual disinfection monitoring results	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years
Revised TCR (RTCR) assessment forms or corrective actions as a result on an assessment, or other available summary documentation of the sanitary defects and corrective actions	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years after completion of the assessment or corrective action
Chemical analyses results	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years
All lead and copper rule documents and results	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	12 years
Violations of Regulation 11, including corrective action	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years after corrective action is completed
Sanitary surveys, including any written reports, summaries or correspondences	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years
Variances or exemptions granted by the Department	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years after expiration
Public notices and consumer confidence reports, including certification	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years
Individual rule sampling plans	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years
Turbidity monitoring results	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years
Recycle flows information <ul style="list-style-type: none"> • Copy of original recycle notification and information submitted to Department • List of all recycle flows and frequency with which they are returned • Average and maximum backwash flow rate • Average and maximum backwash duration • Typical filter run length and how it 	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	Indefinitely

<ul style="list-style-type: none"> • is determined • Treatment provided for the recycle flow (including chemicals and doses) • Physical dimensions of the equalization/treatment units • Typical and maximum hydraulic loading rates • Frequency of solids removal 		
Individual filter turbidity monitoring results AND entry point residual disinfection monitoring results	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years
Disinfection profiling results, including raw data and analysis	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	Indefinitely
Disinfection benchmark, including raw data and analysis	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	Indefinitely
Source water monitoring for Long Term 2 Surface Water Treatment Rule	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years after bin classification
Notification to the Department that system meets criteria to avoid source water monitoring for Long Term 2 Surface Water Treatment Rule	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years
Treatment monitoring associated with microbial toolbox options for Long Term 2 Surface Water Treatment Rule	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years
Initial distribution system evaluation (IDSE) report submitted for the Stage 2 Disinfectants and Disinfection Byproducts Rule	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years after report submitted
Corrective actions taken for the Groundwater Rule	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years
Invalidation of fecal indicator-positive groundwater source samples for the Groundwater Rule	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years
For consecutive systems, documentation of notification to the wholesale system(s) of total coliform-positive samples	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> • Department-specified minimum disinfectant residual 	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years
For systems conducting compliance monitoring for the Groundwater Rule <ul style="list-style-type: none"> • Lowest daily disinfectant residual, date and any failure to maintain the Department-specified minimum disinfectant residual for a period of more than 4 hours 	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years

<ul style="list-style-type: none"> Department-specified compliance requirements for membrane filtration, date and duration of any failure to meet those requirements for more than 4 hours 		
Storage Tank Rule - for each completed tank inspection, the inspection summary	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	10 years
Backflow Prevention and Cross-Connection Control Rule - for Community Water Systems <ul style="list-style-type: none"> Testing, inspection and maintenance records for backflow prevention assemblies and methods. Each annual BPCCC program report 	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	3 years
Backflow Prevention and Cross-Connection Control Rule - for Non-Community Water Systems <ul style="list-style-type: none"> Testing, inspection and maintenance records for backflow prevention assemblies and methods. Each annual BPCCC program report 	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	5 years
Water Hauler Rule <ul style="list-style-type: none"> Water Hauler Operational Guide and associated required records 	Albert's Water & Wastewater Specialists 425 John Deere Dr. Ft. Collins, CO 80525	Indefinitely

Revised Total Coliform and Groundwater Rule

Completed by: Donna J. Garcia

Signature: *Donna J. Garcia*

Total Coliform Site Information
<p>Identify how the supplier will sample for total coliforms in the distribution system. The routine samples must represent the entire distribution system and should be rotated to different locations within the system if possible. This method allows for coverage of the distribution system without increasing the need for additional samples. Describe how the supplier will meet this requirement: {Albert's Water & Wastewater Specialists (AWWS) Operator will collect monthly TCR samples from different locations within the Distribution System from RTOR sample locations with RU and RD samples as required, which represent the entire distribution system via rotation of sample locations.}</p>
<p>Identify how the supplier will sample for total coliforms in the distribution throughout the sampling period (if applicable). A supplier must collect samples at regular time intervals throughout the month, unless otherwise allowed by the regulations. Describe how the supplier will meet this requirement: {N/A}</p>

06/03/2019

CO0207631 - ROCK CREEK FARM WS

Type	SDWIS Sample Point ID (Assigned by Department)	System Sample Point ID or Name	Address, City, Zip Code
Routine Site 1	RTOR 1	FARM HOUSE - MOP SINK	2005 S. 112 th St. Broomfield, CO 80020
Repeat Upstream 1	RPU1	KITCHEN SINK	2005 S. 112 th St. Broomfield, CO 80020
Repeat Downstream 1	RPD1	RAPTOR OFFICE - SINK	2005 S. 112 th St. Broomfield, CO 80020
Routine Site 2	RTOR 2	RAPTOR - HYDRANT #2	2005 S. 112 th St. Broomfield, CO 80020
Repeat Upstream 2	RPU2	RAPTOR - HYDRANT #1	2005 S. 112 th St. Broomfield, CO 80020
Repeat Downstream 2	RPD2	RAPTOR - HYDRANT #3	2005 S. 112 th St. Broomfield, CO 80020
Routine Site 3	RTOR 3	YARD HYDRANT - #5	2005 S. 112 th St. Broomfield, CO 80020
Repeat Upstream 3	RPU3	HYDRANT #4	2005 S. 112 th St. Broomfield, CO 80020
Repeat Downstream 3	RPD3	HYDRANT #6	2005 S. 112 th St. Broomfield, CO 80020
ROUTINE SITE 4	RTOR 4	YARD HYDRANT - #8	2005 S. 112 th St. Broomfield, CO 80020
Repeat Upstream 4	RPU4	Hydrant #7	2005 S. 112 th St. Broomfield, CO 80020
Repeat Downstream 4	RPD4	Hydrant #9	2005 S. 112 th St. Broomfield, CO 80020

Distribution System Residual Disinfectant Monitoring

The residual disinfectant must be measured at the same time and the same location as each total coliform bacteria sample. Measurements must be conducted in the field by a certified operator or under the direction of the certified operator and must be written on each total coliform chain of custody when it is submitted to the laboratory.

Disinfectant used in the distribution system:

Chlorine Measured as Free Chlorine

Residual disinfectant quality assurance/quality control (QA/QC) - explain the exact procedures to be followed to ensure that the field test measurement will be accurate. This may be found in the manufacturer's literature: {AWWS Operator will flush sample location by turning on the cold water tap and allowing to run for approximately two (2) minutes; put on protective gloves; turn on the CL2 meter device; collect the water sample into a clean vile to indication line; place vile into meter with diamond facing forward, cap the meter and clear to zero, once zeroed out; open the meter cover and add one (1) Free Chlorine packet into the water vile, cap, shake for 20-seconds and place back into the measuring meter device within 60-seconds; the sample reading should be a minimum of 0.20 mg/L and a maximum of 4.0 mg/L; dispose of sample and rinse vile; annotate residual reading on Daily CL2 log sheet.}

SEASONAL SYSTEMS ONLY - STARTUP PROCEDURES AND PRE-OPENING SAMPLES

Seasonal suppliers are required to use Department approved start-up procedures before serving water to the public and collect a pre-opening total coliform sample.

Using Department-approved start-up procedures?	Identify where and when the pre-opening sample will be collected

FOR SYSTEMS WITH GROUNDWATER SOURCES

Suppliers that use a groundwater source and have a TC+ in the distribution system must collect a raw water sample from each groundwater source that was in use at the time of the TC+ sample.

Identify where the raw water sample(s) will be collected	Does the raw water sampling site(s) represent more than one source? If so, describe the raw sources that combine	If the supplier is a consecutive system, describe how the supplier will notify its wholesaler within 24 hours of being notified of a TC+ sample:
WELL (001);		



COLORADO

Department of Public
Health & Environment

CERTIFICATION TO DISCHARGE UNDER CDPS GENERAL PERMIT COR040000 STORMWATER ASSOCIATED WITH METAL MINING OPERATIONS AND MINE-WASTE REMEDIATION

Certification Number: **COR040298** formerly COR040254
This Certification to Discharge specifically authorizes:

Boulder County
to discharge stormwater from the facility identified as

Argo Mine
to:
Little James Creek - James Creek

Facility Located at:	3209 Overland Rd Jamestown Boulder County, CO80455
	Center Point Latitude 40.1297 Longitude -105.400555

OUTFALL 001 40.1297 -105.400555

All discharges must comply with the lawful requirements of federal agencies municipalities, counties, drainage districts and other local agencies regarding any discharges to storm drain systems, conveyances, or other water courses under their jurisdiction.

Monitoring Requirements

<u>Parameter</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>	<u>Site-specific Benchmark Values (ug/l)</u>	
			Acute	Chronic
Copper, (Potentially Dissolved), ug/l 01306	quarterly	Grab	4.1	3
Lead, (Potentially Dissolved), ug/l 01318	quarterly	Grab	16	0.61
Manganese, (Potentially Dissolved), ug/l 01319	quarterly	Grab	1954	1080
Zinc, (Potentially Dissolved), ug/l 01303	quarterly	Grab	48	42

The water quality standards relative to this facility are found in Classifications and Numeric Standards for the South Platte River Basin, (Regulation No. 38, amended 8/10/09, effective 1/1/10) and Basic Standards and Methodologies for Surface Water, (Regulation No. 31, amended 10/13/09, effective 11/30/09).

Additional Monitoring Requirements

On the effective date of this certification, the Argo Mine facility is subject to the monitoring requirements discussed below at each discharge point of stormwater from the facility.

Monitoring frequency: The permittee must collect samples of stormwater discharge from the facility **once per quarter** unless otherwise directed by the Division.

Measurable Storm Event: For this certification, monitoring is only required once per quarter, regardless of the number of measurable storm events. However, if additional samples are collected during the quarter, these additional samples must also be included in the DMR summary as described below.

- Rain event. Permittees must conduct monitoring, as specified in the Monitoring Requirements table above, on a storm event that results in an actual discharge from the facility (measurable storm event), and that follows the preceding measurable storm event by at least 72 hours (3 days).



- Snowmelt event. The permittee must conduct snowmelt monitoring at a time when a measurable discharge occurs from the facility.

Storm Event Information

- Rain event. The permittee must document the information below for each monitored event.
 - i. The date, time of the start of the discharge, time of sampling, duration (in hours) of the rainfall event, and magnitude (in inches) of the storm event sampled;
 - ii. The duration between the storm event sampled and the end of the most recent storm event that produced a discharge.
- Snowmelt monitoring. The permittee must document the date of the sampling event for each monitored snowmelt event.

Sample Type and Requirements

- Grab samples shall be used for all monitoring and shall not be combined.
- Permittees must take a minimum of one grab sample from a discharge resulting from a measurable storm event. If the permittee, using an approved analytical method, monitors any parameter more frequently than specified in the Monitoring Requirements table above, then the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (DMRs).
- Grab samples must be collected within the first 30 minutes of a measurable storm event. If it is not possible to collect the sample within the first 30 minutes of a measurable storm event, the sample must be collected as soon as practicable after the first 30 minutes, and documentation must be kept with the SWMP explaining why it was not possible to take samples within the first 30 minutes.
- In the case of snowmelt, samples must be taken during a period with a measurable discharge.
- All discharge samples at a facility must be taken during the same storm event, if feasible.

Holding ponds:

- Sampling from facility holding ponds or other impoundments must be performed at the outlet from the pond. If the pond does not discharge, no sampling is necessary.
- If any process water mixes with stormwater, the resulting mixture is all considered process water, and must be covered under a CDPS industrial wastewater discharge permit.

Parameter Benchmark values: The permittee must analyze stormwater samples for the parameters identified in this certification. Benchmark values for these parameters are also provided in the certification, and are intended to be used to assess the effectiveness of control measures implemented at the facility. A benchmark exceedance is not a permit violation and, unless directed by the Division, the permittee is not required to take specific corrective action if a sample result exceeds its respective benchmark value.

Certification Issued 7/20/2016

Effective: 8/1/2016

Expiration date 9/30/2021 or upon renewal of the COR040000 General Permit whichever comes first

This cert is a division initiated modification of COR040254, to prepare for data entry into ICIS

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

Certification Approved By:

Kathleen M Rosow

Work Group Leader

Permits Section

Water Quality Control Division



CERTIFICATION TO DISCHARGE UNDER CDPS GENERAL PERMIT COG603000

SUBTERRANEAN DEWATERING/WELLS OPERATIONS

Certification Number: COG603078



**Colorado Department
of Public Health
and Environment**

This Certification to Discharge specifically authorizes:

Boulder County Park and Open Space Dept
to discharge from the facility identified as

**New Cardinal Mill
to: Boulder Creek**

Facility Located at:
Facility Location

Caribou Rd Nederland CO 80466 Boulder County
Center point-- Latitude 39.975, Longitude 105.547222

Discharge Outfall(s) to Surface Water	Outfall(s) Lat Long	Discharge Outfall(s) Description	Receiving Stream	GPM
Outfall Number 001-A	39° 58' 20" -105° 33' 25"	The discharge is from the Boulder County Tunnel perimeter drain with flow to Coon Track Creek.	Boulder Creek	30

*All discharges must comply with the lawful requirements of federal agencies municipalities, counties, drainage districts and other local agencies regarding any discharges to storm drain systems, conveyances, or other water courses under their jurisdiction.

Permit Limitations and Monitoring Requirements apply as outlined in the Permit for *Continuous Discharges (i.e. Subsurface Structure or Foundation Dewatering) to Surface Water*

Parameter	Units	Discharge Limitations Maximum Concentrations			Monitoring Frequency	Sample Type
		30-Day Average	7-Day Average	Daily Max.		
APPLICABLE TO ALL DISCHARGES AS LISTED IN GENERAL PERMIT						
pH, (Minimum-Maximum) 00400	s.u.	NA	NA	6.5-9.0	Monthly	In-situ
Total Suspended Solids, 00530	mg/l	30	45	NA	Monthly	Grab
Oil and Grease, 03582	mg/l	NA	NA	10*	Monthly	Grab*
Flow,1 50050	GPM	NA	NA	60	Monthly	Instantaneous or Continuous
Oil and Grease Visual 84066		NA	NA	NA	Monthly	Visual
SITE SPECIFIC PARAMETERS						
Copper (potentially dissolved) 01306	ug/l	Report	NA	Report	Monthly	Grab
Lead (potentially dissolved) 01318	ug/l	Report	NA	Report	Monthly	Grab
Mercury (total) 71900	ug/l	Report	NA	Report	Monthly	Grab
Zinc (potentially dissolved) 01303	ug/l	Report	NA	Report	Monthly	Grab

1 The chronic flow limit will be equal to twice the maximum flow rate provided in the permit application or subsequent modifications.

** If a visible sheen is observed, a grab sample shall be collected and analyzed for oil and grease.*

Certification is issued 09/13/2013 Effective 10/1/2013 Certification Expires: 9/30/2018

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

Signed,

Nathan Moore
Permits Section, Unit Manager
Water Quality Control Division

Attachment E Continuing Services SAMPLE Contract

DETAILS SUMMARY	
Document Type	Choose an item.
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	
Invoice Contact – Name, email	pospayables@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- Name, title, email	
Contact 2- Name, title, email	
Contract Term	
Start Date	
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
NOTE: The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
Brief Description of Work	
NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.	
Contract Documents	
Purchasing Details – County Internal Use Only	
Grant funded?	Yes or No
SOQ Number	
Award Date	
If no SOQ No., bid process used	Choose an item.
COVID-19	YES or NO
Project #	
Purchasing Notes (optional)	

Contract Notes: *Additional information not included above*

THIS CONTINUING SERVICES CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. **Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary, Contract Documents,** and the project-specific documents mutually agreed upon in writing (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay the **Contract Amount** to Contractor in accordance with the **Contract Documents** and mutually agreed upon project-specific documents.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for any part of the Work completed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph.

County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave

a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedy provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-

delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction,

interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents** or the project-specific documents, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the

Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary Department and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when

compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

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

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$[X],000,000.00, following form.

v. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

45. **GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA:** Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf> Simplified metadata will be accepted with written, pre-approval, from the County.

c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary. Instructions can be found at this link: <https://assets.bouldercounty.org/wp-content/uploads/2020/03/cad-gis-data.pdf>

d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

- i. Name:
NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet
- ii. Unit:
Foot US
- iii. Projection:
Lambert Conformal Conic
- iv. Horizontal Datum:
North American Datum 1983 HARN
- v. Vertical Datum:
North American Vertical Datum 1988
- vi. Spheroid:
GRS 1980

Additionally, Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section or quarter corner section monument used as control points or that occur within the project area, within 10 cm or less. In addition, an accuracy report must be provided for each monument collected, including a photo of the monument.

[Signature Page to Follow]

SAMPLE

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:		<i>Initial</i>	
Attestor Name:			
Attestor Title:			