

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this JUNE 4th 2012, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **Leonard Rice Engineers, Inc.**, located at 2000 Clay Street, Suite 300, Denver, Colorado 80201, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached **RFP 2012.094** and the Contractor's responses to RFP 2012.094 attached hereto as **Exhibit C**, and incorporated herein by reference. Should there be any discrepancy between **Exhibit C** and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the prices provided for in this Agreement.

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

2. TERM:

- 2.1. Term of Agreement: The initial term of this Agreement shall be for ninety (90) calendar days from the date of this Agreement effective date or the notice to proceed.

3. **PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement as outlined in **Exhibit A** and the Contractor shall accept as full payment for those services, not to exceed amount of **Thirty-four thousand, two hundred-forty dollars and no cents (\$34,240.00)** for the term of the Agreement.

A. Invoices

Invoices will be submitted to the County by the Contractor monthly for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

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

4. **INDEPENDENT CONTRACTOR** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
5. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
6. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- | | |
|--------------------------|-------------|
| 7.1.1. Each Occurrence | \$1,000,000 |
| 7.1.2. General Aggregate | \$2,000,000 |
- 7.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|--------------------------------------|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
|--------------------------------------|-----------------------------|

- 7.2.2. Personal Injury Protection Per Colorado Statutes
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 7.4.1. Each Occurrence \$1,000,000
- 7.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.5. Adams County as "Additional Insured": The Contractor's commercial general liability and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 7.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 7.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

8. **TERMINATION:**

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

9. **MUTUAL UNDERSTANDINGS:**

- 9.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.
- 9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."
- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 9.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

- 9.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Besharah Najjar, P.E. Project Manager
Public Works Director
1st Floor, Suite W2000B
4430 South Adams County Pkwy
Brighton, Colorado 80601
Office: 720.523.6880
bnajjar@adcogov.org

and Purchasing Department, Manager
4430 South Adams County Pkwy
4th Floor
4430 South Adams County Pkwy
Brighton, Colorado 80601

and Adams County Attorney's Office
4430 South Adams County Pkwy
Brighton, Colorado 80601

Contractor:

Katherine T. Fendel, P.E.
Senior Project Manager
LeonardRice Engineer
2000 Clay Street, Suite 300
Denver, Colorado 80211
Phone: 303.455.9589 or 800.453.9589
Fax: 303.455.0115

and R. Gregory Roush, P. E.
COO/Principal
LeonardRice Engineer
2000 Clay Street, Suite 300
Denver, Colorado 80211
303.455.9589
303.455.0115
greg.roush@LREwater.com

- 9.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 9.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

10. CHANGE ORDERS OR EXTENSIONS:

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

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

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
12. All signature pages that were required for **RFP 2012.094** are reference under **Exhibit B** as items 1 through 4.

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CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

LeonardRice Engineers, Inc.

R. Gregory Roush
Authorized Name (Print or Type)

6-1-12
Date

R. Gregory Roush
Signature

Chief Operating Officer
Title

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

Signature Page

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

CONTRACTOR
LEONARDRICE ENGINEERS, INC.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: R. Gregory Roush
Name (Print or Type)

R. Gregory Roush
Authorized Signature

Chief Operating Officer
Title

Date: 6-1-12

By: [Signature]
Chair Signature

Date: 6-4-12

ATTEST:
Karen Long
Clerk and Recorder

[Signature]
Deputy Clerk Signature



APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

Signed and sworn to before me on this 1 day of June, 2012

by R. Gregory Roush

[Signature]
Notary Public

JOLI ANN SAJBAN
NOTARY PUBLIC
STATE OF COLORADO

Expires: September 29, 2012

My commission expires on: September 29, 2012

EXHIBIT A FEE SCHEDULE

The Contractor is responsible for supplying all labor, equipment and materials to perform the services as identified in the specifications/statement of work. Contractor's fees as detailed below shall be firm through the entire term of the Agreement.

**TASK 1: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 1, PUBLIC EDUCATION AND OUTREACH**

| | |
|---|----------------|
| Task 1a: Review County and Relevant Documents | \$460 |
| Task 1b: Interview County Staff Members | \$230 |
| Task 1c: Documentation, Recommendations, and Final Report | \$1,380 |
| Estimated Task 1 Total | \$2,070 |

**TASK 2: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 2, PUBLIC INVOLVEMENT/PARTICIPATION**

| | |
|---|---------------|
| Task 1a: Review County and Relevant Documents | \$460 |
| Task 1b: Interview County Staff Members | \$230 |
| Task 1c: Documentation, Recommendations, and Final Report | \$1,380 |
| Estimated Task 2 Total | \$2070 |

**TASK 3: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 3, ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)**

| | |
|---|----------------|
| Task 3a: Review County and Relevant Documents | \$1,840 |
| Task 3b: Interview County Staff Members | \$1,380 |
| Task 3c: Documentation, Recommendations, GIS Map (if needed), and Final Report | \$5,520 |
| Estimated Task 3 Total | \$8,740 |

**TASK 4: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 4, CONSTRUCTION SITE STORMWATER RUNOFF CONTROL**

| | |
|---|---------------|
| Task 4a: Review County and Relevant Documents | \$920 |
| Task 4b: Interview County Staff Members | \$920 |
| Task 4c: Visit Construction Sites with County Staff | \$920 |
| Task 4d: Documentation, Recommendations, and Final Report | \$3,220 |
| Estimated Task 4 Total | \$5980 |

EXHIBIT A
FEE SCHEDULE continued

The Contractor is responsible for supplying all labor, equipment and materials to perform the services as identified in the specifications/statement of work. Contractor's fees as detailed below shall be firm through the entire term of the Agreement.

**TASK 5: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 5, POST CONSTRUCTION STORMWATER MANAGEMENT IN NEW
DEVELOPMENT AND REDEVELOPMENT**

| | |
|---|---------------|
| Task 5a: Review County and Relevant Documents | \$920 |
| Task 5b: Interview County Staff Members | \$920 |
| Task 5c: Visit Post Construction Sites with County Staff | \$920 |
| Task 5d: Documentation, Recommendations, and Final Report | \$3,220 |
| Estimated Task 5 Total | \$5980 |

**TASK 6: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 6, POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL
OPERATIONS**

| | |
|---|---------------|
| Task 6a: Review County and Relevant Documents | \$1,840 |
| Task 6b: Interview County Staff Members | \$920 |
| Task 6c: Visit Municipal Facilities with County Staff | \$920 |
| Task 6d: Documentation, Recommendations, and Final Report | \$3,420 |
| Estimated Task 6 Total | \$7100 |

TASK 7: CONCERNS OF COMPLIANCE

| | |
|--|----------------|
| Task 7a: Initial Meeting with Attorneys, Public Works, and Project Manager | \$1,150 |
| Task 7b: Final Meeting with Attorneys and Public Works, and Project Manager | \$1,150 |
| Estimated Task 7 Total | \$2,300 |

Proposal Total \$34, 240.00

EXHIBIT B
Attachments

1. Proposal, dated May 4, 2012
2. Offeror's Statement/Signature Page for RFP 2012.094, dated May 4, 2012
3. Contractor's Signed Certification of Compliance for RFP 2012.094, dated May 4, 2012
4. Addendum One (1), dated May 3, 2012

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LeonardRice
ENGINEERS, INC.

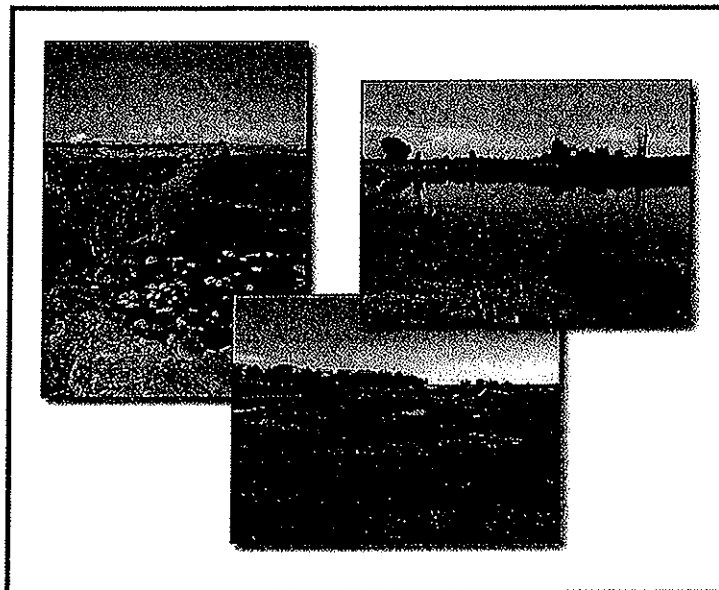
PROPOSAL

MS4 COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT

RFP 2012-094

PREPARED FOR

ADAMS COUNTY, COLORADO



MAY 4, 2012

2000 Clay Street, Suite 300 | Denver, Colorado 80211
303-455-9589 | www.LREwater.com



May 4, 2012

Purchasing Manager
4430 South Adams County Parkway
Brighton, Colorado 80601

RE: Request for Bid for MS4 Compliance Assurance Audit (20 12.094)

Dear Purchasing Manager,

Leonard Rice Engineers, Inc. (LRE) is excited to submit this Proposal to assist Adams County for the upcoming work pertaining to the MS4 Compliance Assurance Audit.

We have included a description of our company and a summary of some of our relevant experience working with MS4 agencies and permit compliance. We have also included descriptions of relevant work, the resumes of the key members of our team that will complete this project, and a brief description of how we will approach the project. Additional information is also available through our website at www.LREwater.com.

We look forward to working closely with you, the County Attorney's Office, and other Adams County staff. Because we are located in Denver, face to face meetings will help to build good working relationships which are very important to us. We believe we are an excellent fit for providing the requested services based on our knowledge and experience with Colorado Discharge Permit System MS4 permit compliance and our history of working closely with municipalities and counties.

On behalf of the LRE team, thank you for providing us the opportunity to present this proposal to Adams County.

Sincerely,

LEONARD RICE ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'K. T. Fendel', is written over the printed name.

Katherine T. Fendel, P.E.
Senior Project Manager

KTF/mkj
Enc.

Proposal for MS4 Comprehensive Compliance Assurance Audit
Cost of Services

**TASK 1: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 1, PUBLIC EDUCATION AND OUTREACH**

| | |
|---|----------------|
| Task 1a: Review County and Relevant Documents | \$460 |
| Task 1b: Interview County Staff Members | \$230 |
| Task 1c: Documentation, Recommendations, and Final Report | \$1,380 |
| Estimated Task 1 Total | \$2,070 |

**TASK 2: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 2, PUBLIC INVOLVEMENT/PARTICIPATION**

| | |
|---|---------------|
| Task 1a: Review County and Relevant Documents | \$460 |
| Task 1b: Interview County Staff Members | \$230 |
| Task 1c: Documentation, Recommendations, and Final Report | \$1,380 |
| Estimated Task 2 Total | \$2070 |

**TASK 3: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 3, ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)**

| | |
|---|----------------|
| Task 3a: Review County and Relevant Documents | \$1,840 |
| Task 3b: Interview County Staff Members | \$1,380 |
| Task 3c: Documentation, Recommendations, GIS Map (if needed), and Final Report | \$5,520 |
| Estimated Task 3 Total | \$8,740 |

**TASK 4: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 4, CONSTRUCTION SITE STORMWATER RUNOFF CONTROL**

| | |
|---|---------------|
| Task 4a: Review County and Relevant Documents | \$920 |
| Task 4b: Interview County Staff Members | \$920 |
| Task 4c: Visit Construction Sites with County Staff | \$920 |
| Task 4d: Documentation, Recommendations, and Final Report | \$3,220 |
| Estimated Task 4 Total | \$5980 |

**TASK 5: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 5, POST CONSTRUCTION STORMWATER MANAGEMENT IN NEW
DEVELOPMENT AND REDEVELOPMENT**

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| Task 5a: Review County and Relevant Documents | \$920 |
| Task 5b: Interview County Staff Members | \$920 |
| Task 5c: Visit Post Construction Sites with County Staff | \$920 |
| Task 5d: Documentation, Recommendations, and Final Report | \$3,220 |
| Estimated Task 5 Total | \$5980 |

**TASK 6: MS4 PROGRAM COMPREHENSIVE COMPLIANCE ASSURANCE AUDIT;
MCM 6, POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL
OPERATIONS**

| | |
|---|---------------|
| Task 6a: Review County and Relevant Documents | \$1,840 |
| Task 6b: Interview County Staff Members | \$920 |
| Task 6c: Visit Municipal Facilities with County Staff | \$920 |
| Task 6d: Documentation, Recommendations, and Final Report | \$3,420 |
| Estimated Task 6 Total | \$7100 |

TASK 7: CONCERNS OF COMPLIANCE

| | |
|--|----------------|
| Task 7a: Initial Meeting with Attorneys, Public Works, and Project Manager | \$1,150 |
| Task 7b: Final Meeting with Attorneys and Public Works, and Project Manager | \$1,150 |
| Estimated Task 7 Total | \$2,300 |

Total Project Cost, Not to Exceed: \$ 34,240 / LS

GENERAL ASSUMPTIONS

The cost included for each task assumes that Adams County will provide Leonard Rice Engineers, Inc. (LRE) with copies of all documentation pertaining to each of the tasks. If LRE requires information that was not provided, Adams County will locate the information for LRE to obtain. Staff interviews will be scheduled and will be held at County Offices. LRE assumes that multiple task items may be addressed at each interview and multiple interviews will be scheduled during each LRE trip to the County offices. If additional interviews are required after the scheduled interviews are completed, phone interviews will be conducted as needed. LRE has assumed that site visits with County staff for Tasks 4, 5, and 6 will be one full work day per task.

1 OUR FIRM

Leonard Rice Engineers, Inc. (LRE), located in Denver, Colorado, provides clients with support in water resources engineering and planning, regulatory compliance, infrastructure design, and field inspection. We have 49 employees at LRE available to serve you from our receptionist to 26 licensed engineers and geologists. We are an employee-owned company that will be celebrating our 42st anniversary this summer. We are proud of our reputation and longevity in serving our clients and profession in the water resources community. Our clients include cities, counties, special districts, municipalities, state agencies, ditch companies, water districts, and private entities, mainly in the State of Colorado. LRE specializes in helping our clients resolve complex issues in the areas of environmental compliance, water resources integration, infrastructure design, water rights engineering, ground water resources, Geographic Information Systems (GIS), and data management. Additional information regarding our breadth of services is included in Attachment A.

2 KEY PERSONNEL

We have carefully chosen the following key personnel to work on your MS4 compliance assurance audit. Because each of the key personnel will be providing a specific service in his or her area of expertise, we know we can accomplish a successful audit within the allotted timeframe. This particular team has worked together extremely well on other projects with quick turn-around times, and has a reputation for meeting deadlines on-time and under-budget. A brief description of each team member and his or her role in this project is included below. Individual resumes are included as Attachment B describing specific experience relating to each team member's relevant expertise as related to this MS4 compliance assurance audit. Administrative support staff as well as GIS staff will likely be involved as well with report review and map development. Because of our team's organizational structure, we will be working at multiple levels to most efficiently and effectively complete this MS4 compliance assurance audit.

Katie Fendel, P.E. Senior Project Manager -Katie has vast experience working with MS4s and stormwater regulations for a number of clients including the City of Golden and Cherry Creek Basin Water Quality Authority MS4s. She is currently working with CCBWQA on MS4 program regulations. She developed the City of Golden's Phase II Stormwater Program and assisted with development of Upper Clear Creek Watershed Association's BMP Manual. Katie conducted an independent internal investigation for a major discharger in response to an internal complaint regarding noncompliance with CDPS Permit requirements. She works with numerous clients on CDPS Permit compliance, CDPS Permit monitoring and reporting, and Stormwater Management Plan development. Her expertise is with regulatory compliance at the local, state, and federal levels. Katie will project manager of the MS4 compliance assurance audit to coordinate tasks, provide counsel, review findings and deliverables, and develop recommendations.

Chris Muller, P.E. Project Engineer - Chris's extensive expertise in infrastructure design, development review for municipal clients, construction inspection/documentation, field inspection for compliance with municipal standards, and compliance documentation is why he was chosen to evaluate the construction and post-construction stormwater management compliance activities. Chris will use his expertise to review County standards, interview County staff members, and visit construction and post-construction site with County staff to evaluate the inspections and documentation process. Chris will also evaluate County databases and evaluate program compliance for inspections and enforcement actions that were required.

Logan Burba, E.I. Staff Engineer – Logan’s knowledge and expertise involves working with regulatory compliance and documentation for municipalities and special districts. She has worked with MS4 regulations and CDPS permit requirements, operations, and water quality impacts for agencies within the Cherry Creek Basin Water Quality Authority to help with the Authority’s water quality management planning. She will use her experience with stormwater regulations, as well as experience working with municipalities on public education and outreach programs, to review County standards and pertinent regulations, and will work closely with County staff to understand and document the County’s stormwater management compliance.

Jojo La, E.I. Staff Engineer – Jojo has relevant experience and knowledge in stormwater regulation, planning, and compliance. She has conducted a number of internal stormwater inspections and has helped implement stormwater compliance standards. Jojo’s role in this MS4 compliance assurance audit will be to provide technical support and stormwater operations expertise throughout the project duration.

3 APPROACH

LRE will accomplish a successful MS4 Compliance Assurance Audit for Adams County by working closely with County staff to evaluate and address the following minimum control measure (MCM) requirements and utilizing the MS4 Program Audit Guidance documentation developed by Tetra Tech, Inc. as well as MS4 CDPS General Permit, the MS4 CDPS General Permit Rationale, Adams County’s Stormwater Discharges associated with MS4s Program Descriptions, and other relevant guidance and regulatory documentation. We have specific team members assigned to a role to successfully complete this MS4 compliance assurance audit well within the desired time.

TASK 0: GENERAL REVIEW AND DATA COLLECTION

LRE assumes that all internal documents to be reviewed will be organized and provided by Adams County staff. If additional documentation is required, LRE will contact the Project Manager to obtain the documents. LRE has copies of and/or access to MS4 audit guidance from CDPHE and others.

TASK 1: PUBLIC EDUCATION AND OUTREACH

The LRE team will review Adams County’s current Stormwater Public Education and Outreach Programs and associated documents including, but not limited to, outreach materials, informational brochures, and will conduct staff interviews to better understand public education and outreach program. LRE staff will plan to attend public outreach event(s) relating to the County’s Stormwater Program for MCM 1 if occurring within the project timeframe. Information review and our gained understanding of public outreach programs will help LRE staff identify and describe any potential permit findings and observations, especially highlighting successful and commendable program compliance elements. LRE will compare Adams County’s program with its knowledge of programs used by other MS4s. Targeted outreach will be considered including specific pollutants or pollutant sources, illicit discharge education, targeted audiences, and mechanisms for public review. Recommendations will be provided if any potential improvements are identified.

LRE has worked with a number of municipalities and special districts on public outreach and education programs. This includes public awareness for potential pollutant sources, watershed activities, water conservation education, increasing landscape efficiencies, and prioritization of outreach programs.

Milestones: 1) Review of County standards, documentation, enforcements (June 11 – June 22)
2) Conduct staff interviews (June 25 – July 6)
3) Document finding and recommendations in the draft report (July 6 – Aug 10)
4) Document finding and recommendations in the final report (Aug 31 – Sept 14)

Deliverables: Final report section describing findings and recommendations for public education and outreach as well as in-person meeting discussing these points with Adams County staff

TASK 2: PUBLIC INVOLVEMENT AND PARTICIPATION

LRE will approach the public involvement and participation review in conjunction with the public education and outreach. These are outlined within the same program worksheet in the MS4 Program Audit Guidance document and often operate hand-in-hand. Document review and County staff interviews will be conducted, most likely jointly with public education and outreach interviews, and permit components will be reviewed. Observations and findings will be described and recommendations for potential program improvements will be included.

Milestones: 1) Review of County standards, documentation, enforcements (June 11 – June 22)
2) Conduct staff interviews (June 25 – July 6)
3) Document finding and recommendations in the draft report (July 6 – Aug 10)
4) Document finding and recommendations in the final report (Aug 31 – Sept 14)

Deliverables: Final report section describing findings and recommendations for public involvement and participation as well as in-person meeting discussing these points with Adams County staff

TASK 3: ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Document review will include ordinances, program manuals, measured illicit discharge data, County's IDDE plan, and other identified relevant documentation. We will also review and, as necessary, work with Adams County and our GIS staff to develop a MS4 map (or modify an existing MS4 map) to include all required components as described in the audit documentation. While LRE staff is already in the field on other site visits during dry weather conditions with County staff, we will continuously look to identify potential IDDE evaluation opportunities.

LRE will work closely with Adams County staff to understand how the County's IDDE operations are tracked, documented, how the discharge is addressed or spills are responded to, and enforcement procedures. County operations and response plans will be documented and any recommendations for potential program implementation will be included.

Milestones: 1) Review of County standards, documentation, enforcements (June 11 – June 22)
2) Conduct staff interviews (June 25 – July 6)
3) Document finding and recommendations in the draft report (July 6 – Aug 10)
4) Document finding and recommendations in the final report (Aug 31 – Sept 14)

Deliverables: Final report section describing findings and recommendations for IDDE program and operation. Updated MS4 map including all required components identified if needed.

TASK 4: CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

LRE will review the County's standards for stormwater management during construction. LRE will review construction ordinances pertaining to stormwater management, the design/plan review process, construction site inspection and documentation process, enforcement procedures, and staff training. LRE will review these requirements and procedures for public and private construction projects.

LRE will use our expertise in design, development review, site inspection and documentation to evaluate the County's construction site stormwater runoff control program. LRE will evaluate how the County Standards are applied through the design and review process as well implementation of these standards through the construction of public and private development projects.

Milestones:

- 1) Review of County standards, documentation, enforcements (June 11 – June 22)
- 2) Conduct staff interviews (June 25 – July 6)
- 3) Visit construction sites for both public and private development with County staff to walk through the inspection and documentation process (July 9 – July 20)
- 4) Document finding and recommendations in the draft report (July 6 – Aug 10)
- 5) Document finding and recommendations in the final report (Aug 31 – Sept 14)

Deliverables: Construction site stormwater runoff control section in final report describing findings and recommendations and example standard staff documentation and review forms or recommended revisions to standard staff documentation and review forms. Recommendations for or revisions to inspection, documentation, and enforcement databases will also be included.

TASK 5: POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

LRE will review the County's standards for post-construction stormwater management in new developments and redevelopment. LRE will review County ordinances pertaining to post-construction stormwater management, the design/plan review process, inspection procedures and documentation, maintenance requirements frequency, enforcement procedures, and staff training. LRE will review these procedures for residential, commercial and public development.

LRE will use our expertise to evaluate the County's ability to apply the County Standards through the design and review process as well through the construction and maintenance of the post-construction stormwater management design for residential, commercial, and public development.

Milestones:

- 1) Review of County standards, documentation, enforcements (June 11 – June 22)
- 2) Conduct staff interviews (June 25 – July 6)
- 3) Visit BMP sites for both public and private development with County staff to walk through the inspection and documentation process (July 9 – July 20)
- 4) Document finding and recommendations in the draft report (July 6 – Aug 10)
- 5) Document finding and recommendations in the final report (Aug 31 – Sept 14)

Deliverables: Post-construction site stormwater management in new development and redevelopment section in final report describing findings and recommendations and example standard staff documentation and review forms or recommended revisions to standard staff documentation and review forms. Recommendations for or revisions to inspections, documentations, maintenance, and enforcement databases will also be included.

TASK 6: POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

LRE will review documents regarding standard operating procedures and best management practices as well as other applicable documentation regarding pollution prevention. LRE staff will conduct at least one site visit to municipal facilities to observe compliance with municipal operations and stormwater regulation compliance. LRE staff will conduct interviews with Adams County staff to gain understanding of written and implemented municipal operations for potential pollutant sources. LRE will evaluate the site visit documentation and enforcement actions for these sites.

Milestones: 1) Review of County standards, documentation, enforcements (June 11 – June 22)
 2) Conduct staff interviews (June 25 – July 6)
 3) Visit BMP sites for both public and private development with County staff to walk through the inspection and documentation process (July 9 – July 20)
 4) Document finding and recommendations in the draft report (July 6 – Aug 10)
 5) Document finding and recommendations in the final report (Aug 31 – Sept 14)

Deliverables: Section in final report describing findings and recommendations for pollution prevention and good housekeeping consistency between written and implemented procedures.

TASK 7: CONCERNS OF COMPLIANCE

Upon selection, LRE staff will meet with the County Attorney's Office, the Director of Public Works, and the Project Manager at the County's office to review the internal complaint prompting this compliance audit. At the completion of the draft audit report, LRE staff will meet once more with the above mentioned personnel at the County's office to discuss findings, concerns, and recommendations described in the draft report.

OTHER

As a value-added component and at no additional charge, LRE will also use our expertise with newly-adopted Regulation 85 (which includes requirements for public education and outreach, pollution prevention/good housekeeping, and a discharge data assessment report) to identify any potential overlap between Regulation 85 MS4 requirements and existing Adams County programs, to assist with future planning and compliance.

4 REFERENCES

Kathy Schnoor, Environmental Services Supt., City and County of Broomfield (303-438-6363)

Lynn Hillary, District Administrator, Black Hawk/Central City Sanitation District (303-582-3422)

David Kueter, Attorney for Black Hawk/Central City Sanitation District (303-292-1144)

Bill Ruzzo, Technical Manager, Cherry Creek Basin Water Quality Authority (303-589-5358)

Steve Miller, Environmental Manager, Arapahoe County (303-795-4578)

Jim Dederick, Environmental Engineer/Hydrologist, Douglas County (303-660-7490)

Attachment A

Company Brochure



LeonardRice ENGINEERS, INC.

2000 Clay Street, Suite 300 | Denver, CO 80211
303-455-9589 | 800-453-9589 | Fax: 303-455-0115

Leonard Rice Engineers, Inc. (LRE)
provides consulting services related
to planning, managing, and
developing water at the highest
level of technical excellence that is
professional, ethical, and profitable.

Surface Water

- Water right appraisals and valuations
- Water supply planning



- Surface water computer modeling
- Decision Support System development
- Water resource systems integration
- Consumptive use analysis
- Augmentation plans

- Substitute Water Supply Plans (SWSP)
- Water rights accounting
- Litigation support
- Change of use applications
- Water right evaluations
- Water right transfers
- Streamflow analysis
- Call analysis
- Rainwater capture
- Reuse plans



Ground Water

- Model aquifers to predict impacts and yields
- Well permitting
- Well design
- Aquifer testing and analysis
- Well pump design
- Ground water rights
- Litigation support
- Water level and yield trends evaluations
- Land subsidence modeling
- Well maintenance



- Well rehabilitation
- Subflow modeling
- Water supply planning
- Aquifer yield estimates
- Predevelopment conditions evaluation
- Designated basin appropriation determination
- Pond aeration evaluation

- Slurry wall design
- Aquifer properties determination
- Ground water supply planning

As a mid-size engineering firm, we offer a broad range of technical competence and experience, applied in a timely and cost-effective manner. A benefit of our size is our ability to provide client projects with the close personal attention necessary for successful completion. We realize a successful project depends on effective client-consultant communication; client input is critical.



We provide our clients with expertise in water rights, ground water, modeling, environmental sciences, civil engineering, and integrated resources planning. LRE has built a core group of engineers and technical specialists with significant experience in the design and

development of appropriate technology to support projects in these areas including GIS, relational databases, and custom software.

Attachment B

Resumes

EDUCATION

M.S., 1983, Civil Engineering (Hydrology), University of Nevada-Reno
B.S., November 1980, Engineering Administration, Michigan Technological University
B.S., May 1980, Sanitary Engineering, Michigan Technological University

PROFESSIONAL REGISTRATION

Professional Engineer, Colorado, #38067

EXPERIENCE

Leonard Rice Engineers, Inc., Denver, Colorado

Senior Project Manager — 2012-present

Project Manager — 2000-2011

Provides permitting, regulatory compliance, water quality, and planning assistance to public and private sector clients. Works with clients in the areas of NPDES and CDPS permitting, water quality monitoring, water quality standards, water conservation and drought planning, 404 permitting, environmental analyses and assessments, Endangered Species Act compliance, and other Clean Water Act and Safe Drinking Water Act issues. Has strong knowledge of environmental regulatory arena.

Past projects have included:

- Assistance obtaining environmental permits and approvals for development and construction projects including Colorado Discharge Permit System (CDPS) general and individual permits, Stormwater Management Plans, 404 permits, 1041 permits, 401 certifications, Colorado Department of Public Health & Environment (CDPHE) approvals for development of new water supply systems and wastewater systems, Division of Reclamation and Mine Safety permit amendments, and various other county and local permits and approvals.
- Provision of compliance assistance to CDPS permit holders including monitoring, reporting, WET testing, and meeting compliance schedule requirements; also assistance to permittees under current enforcement actions by EPA and/or CDPHE; internal audits; and negotiation of new permit limits/conditions for CDPS permittees.
- Conducted internal investigation and independent review for unnamed water & sanitation district major discharger in response to employee complaint re: alleged noncompliance with CPDS Permit requirements; reviewed district records, conducted site visits and interviews of district personnel; evaluated compliance with CDPS Permit requirements; discussed findings with district manager; and produced final report on findings for district's attorney.
- Development of local ordinances and supporting environmental programs for municipal and district clients including stormwater, pretreatment, water conservation, watershed BMPs, and other programs.
- Development of Stormwater Management Plans (SWMPs) and Best Management Practices Plans (BMP Plans) for clients; development of Best Management Practices Manual for environmentally sensitive areas.
- Participation in water quality standards and regulations hearings before the Colorado Water Quality Control Commission (WQCC) on behalf of various clients including Standley Lake and

Cherry Creek Reservoir nutrient standards hearings, and stream nutrient standards hearings; participation in numerous WQCD Workgroups, including nutrient standards and standards framework workgroups.

- Representation of clients participating in regional water supply projects National Environmental Policy Act planning and study efforts, such as Chatfield Reservoir Reallocation Study. Work includes purpose and need analyses, alternatives evaluations (including water conservation), and impact minimization and mitigation.
- Participation in Upper Clear Creek Watershed Association, representing both land management entities and wastewater dischargers. Work has included obtaining grants for and managing watershed planning studies, event mean concentration studies, development of water quality monitoring programs, preparation of annual reports and presentation of findings to WQCC.
- Participation in the development and review of Total Maximum Daily Loads (TMDLs) and Wasteload Allocations/Load Allocations (WLAs/LAs).
- Assistance with wastewater utility planning efforts and compliance with various other Denver Regional Council of Governments (DRCOG) planning requirements.
- Development of water and wastewater utility environmental planning documents including preparation of environmental assessments in support of CDPHE, Department of Local Affairs, U.S. Department of Housing and Development, and Rural Utilities Services grant applications.
- Development of water conservation plans and conceptual water conservation/drought planning documents, evaluations of wastewater reuse potential, and 2007 update for Colorado Drought Mitigation and Response Plan for the Colorado Water Conservation Board (CWCB); familiar with CWCB conservation/drought plan requirements and EMAP drought standards.
- Provision of water quality data analysis and recommendations for new and existing drinking water supplies, wastewater dischargers, agricultural users, stormwater facilities, and other users.
- Identification of available grant funds and preparation of grant applications for clients.

City of Golden, Colorado

Environmental, Utilities & Special Project Manager — 1990-2000

Responsibilities:

- Managed Water Treatment Division, Utilities Division, and Environmental Services Division (up to 17 full-time employees and \$2.5 million annual budget). Responsible for Golden's (population 15,000) water treatment plant, water distribution and wastewater collection systems, pretreatment program, Stormwater Phase II program, and certified water quality laboratory. Responsible for all environmental regulatory and compliance programs.
- Development of Stormwater Phase II Program in compliance with 6 Minimum Measures, including drafting stormwater quality ordinances, mapping and sampling stormwater system for illicit discharges, developing Best Management Practices and Erosion and Sediment Control Plan Manual, developing and implementing stormwater quality permitting program, enforcing stormwater requirements for developers. Golden was the first QLP (Qualifying Local Program).

- Development and updates of local environmental ordinances, including stormwater quality, environmental components of planning and zoning codes for consistency with MS4 requirements, pretreatment, and watershed protection ordinances.
- Instrumental in the development and negotiation of the Standley Lake Watershed Agreement, including narrative standard and voluntary nutrient controls for wastewater treatment plants and nonpoint sources.
- Prepared grant applications and obtained various grants for City projects, including DOLA Grants, Energy Impact Assistance Grant, Gaming Impacts Grants, Leaking Underground Storage Tank Cleanup Grant, EPA Superfund Oversight (WAG) Grant.
- Made numerous presentations to City Council, at both study sessions and regular council meetings. Have worked closely with business interests, neighborhood groups, citizens advisory groups, property owners, and other governmental organizations to provide information and foster cooperation on City projects and programs.
- Development of numerous environmental compliance plans and documents including BMP and Erosion and Sediment Control Manual, Emergency Spill Reporting Plan, Risk Management Plan, Dam Safety Plan, Voluntary Cleanup Plan (VCUP), Watershed Protection Ordinance, and Leaking Underground Storage Tank Clean-up Plan.

U.S. Environmental Protection Agency Region VIII, Denver, Colorado

Team Leader — 1985-1990

- Involved in all aspects of Clean Water Act, including permit development, permit compliance, water quality standards, watershed planning, nonpoint source control program, pretreatment, enforcement and compliance. Supervised and coordinated activities of NPDES enforcement teams for 3-state area. Conducted NPDES inspections and program audits. Experienced in Section 404 permitting and National Environmental Policy Act (NEPA) compliance; Region VIII EPA member of Colorado River Basin Salinity Control Forum Work Group. Represented EPA at Cherry Creek Watershed Authority and Bear Creek Watershed Association.

U.S. Environmental Protection Agency Region IX, San Francisco, California

Engineer — 1983-1985

- Reviewed water quality standards for approval or disapproval. Developed Total Maximum Daily Loads (TMDLs) and Wasteload Allocations (WLAs) for phosphorus, Use Attainability Analyses (UAAs), and other water quality control strategies for 4-state region. Region IX EPA member of Colorado River Basin Salinity Control Forum Work Group.

Desert Research Institute, Reno, Nevada

Graduate Research Fellow — 1980-1983

- Designed and conducted phosphorus studies for co-limited eutrophic reservoir in Nevada. Designed sampling program and collected in-reservoir and laboratory data on phosphorus release from sediments. Calculated phosphorus loading to reservoir from external and internal sources. Assisted with reservoir modeling efforts. Presented final recommendations to Nevada State Legislative Committee.

PROFESSIONAL ACTIVITIES

Member of American Water Works Association, Water Environment Federation, and American Consulting Engineers Council of Colorado; presenter at numerous conferences and meetings

EDUCATION

B.S., Civil Engineering, Colorado State University, Fort Collins, 2007

PROFESSIONAL REGISTRATION

Professional Engineer, Colorado, #46039

EXPERIENCE

Leonard Rice Engineers, Inc., Denver, Colorado

Project Engineer—2008-present

Project Engineer designing and evaluating wastewater collection systems, as well as irrigation water distributions projects, and construction inspection and documentation. Chris is responsible for designing new and replacement wastewater collection systems, as well as evaluating existing wastewater collections systems and prioritizing system repairs. Chris also designs ditch structures, ditch linings, flow measurement devices, recharge ponds, and pressurized water distribution lines.

Cherry Creek Basin Water Quality Authority: Project engineer for ongoing engineering services including annual report and activities and watershed plan. Works with MS4 located in the Cherry Creek Basin to compile construction and post-construction inspections information, as well as information about enforcement actions at these sites. Also documents public education and outreach conducted within the basin, revisions to regulations and their effect on the Authority, funding, and regulated stormwater source control.

Black Hawk/Central City Sanitation District Ongoing Services: Project engineer for ongoing engineering services for the collection system that serves the Cities of Black Hawk and Central City. Responsibilities include design, design review, construction documents, contract administration, construction inspection / documentation, and infrastructure evaluations of sanitary sewer projects ranging from collectors to interceptors.

Aspen Consolidated Sanitation District: Project engineer for ongoing engineering services for the collection system that serves the City of Aspen. Responsibilities include design, construction documents, contract administration, construction inspection / documentation for sanitary sewer projects ranging from collectors to interceptors.

Town Center Metro District: Project engineer for ongoing water rights services for the District that serves the Green Valley Ranch Golf Course and the surrounding area. Responsibilities include monthly water rights accounting, analysis of system improvements, and analysis of yearly water usage.

Central Colorado Water Conservancy District Recharge Pond Designs: Project engineer for the design of multiple recharge ponds located in central Colorado. The recharge ponds range in size from 1.5 acres to 17 acres with sedimentation basins to minimize sediment build up in the recharge ponds. Responsible for design, construction documents, and erosion and sediment control plan.

Forest Hill Metro District Wastewater Treatment Plant Improvements: Staff engineer for the wastewater treatment plant improvement project for a 330,000 gallons-per-day treatment facility. Improvements included additional monitoring systems, addition chemical treatment, and a transition from a rotating biological contactor to a sequencing batch reactor. Prepared design drawings, construction documents, contract administration, and performed construction observation.

Greeley Loveland Irrigation Company Diversion Structure: Staff engineer for the expansion of an existing diversion structure in Greeley. The expansion included a Rubicon Flume Gate to control

the amount of flow diverted from the channel. Responsibilities included design, construction documents, coordination with Rubicon, and construction observation.

FIDCO Check Structure: Staff Engineer for a new check structure on the FIDCO Canal by the Frank Ponds. The check structure is designed to server and existing diversion structure. Collected data and performed the design drawing.

Canon City Hydraulic Ditch Lining: Staff engineer for the lining of the Hydraulic Ditch in Canon City. The ditch was lined to minimize losses in the system that caused erosion on the berms of the ditch. Responsibilities include data collection, design and contract administration.

Eagle River Water and Sanitation District Pump Back Feasibility Study: Staff engineer for the feasibility study for and effluent pump back line for the Eagle River Water and Sanitation District. The feasibility study included evaluating alignments, drain locations, number of pump stations required, and the discharge location. Responsible for evaluating alignments, researching existing easements, data collection and preliminary design.

S.A. Miro, Inc., Denver, Colorado

Design Engineer—2007-2008

Design Engineer for the design of potable water, sanitary sewer, and storm sewer utilities as well as the site grading for new developments. Responsible for the design of distribution and collection systems for potable water and sanitary sewer utilities as well as the connections to the existing potable water and sanitary sewer systems that serve the developments. Graded sites and designed storm sewer systems to collect storm runoff and direct it to designed BMPs that reduced pollutants prior to discharging the storm water.

St. Anthony's West Hospital in Lakewood: Design engineer for St. Anthony's West Hospital located next to the Federal Center in Lakewood, Colorado. Responsible for the design of the site grading, storm water collections system, potable water connection, sanitary sewer connection, and ADA accessibility.

The Landings at DIA: Design engineer for the Landings at DIA a commercial development consisting of a group of attached store fronts, free standing developments, and parking. Responsible for the design of the site grading, storm water collections system, potable water distribution system and connections, sanitary sewer collection system and connections, and parking layout.

Denver Health Park Hill Clinic: Design engineer for the Denver Health clinic located in Denver, Colorado. Responsible for the design of the site grading, storm water collections system, potable water connection, sanitary sewer connection, and ADA accessibility.

Plaza Las Americas: Design engineer for Plaza Las Americas a commercial development located in Thornton, Colorado. The site consisted of one building with multiple store fronts and sites for future free standing developments. Responsible for the design of the storm water collections system, potable water distribution system and connections, and the sanitary sewer collection system and connections.

Advanced Auto Parts at Plaza Las Americas: Design engineer for the site plan at Plaza Las Americas for an Advanced Auto Parts store. Responsible for the design of the site grading, storm water collections system, potable water connection, sanitary sewer connection, and parking layout.

PROFESSIONAL ACTIVITIES

American Public Works Association (APWA)

EDUCATION

B.S., Civil Engineering, Colorado State University, Fort Collins, 2007

PROFESSIONAL REGISTRATION

Certified Engineering Intern, Colorado, 2006, #66782

EXPERIENCE

Leonard Rice Engineers, Inc.
Staff Engineer—2007-present

Water Quality Planning and Management

- Cherry Creek Basin Water Quality Authority: Developed 2010 and 2011 Annual Report on Activities utilizing permit requirements and measured data for point source, regulated stormwater, and nonpoint source stormwater sources. Review of point source permit requirements and monthly measured phosphorus levels for point sources within the watershed were considered and noted if out of compliance. Regulated stormwater controls involved working with MS4s on CDPS Permit requirements and Regulation 61 compliance. Documentation for MS4 and point source dischargers describing compliance with permits and regulations and recommendations for best management practices. For nonpoint source stormwater sources, review involved the reduction in phosphorus concentrations due to constructed pollutant reduction facilities.
- Cherry Creek Basin Water Quality Authority: 2012 Watershed Plan considering existing water quality conditions and management strategies for specific nutrient sources within the basin to reduce nutrient concentrations entering the system. Management strategies were developed for sources such as agriculture, animal waste, point source discharges, ISDS, MS4s, and other nonpoint sources. Review and documentation of potential source impacts and permit and regulation compliance for various pollutant sources. Recommendations for system improvements and strategy priorities developed through close collaboration with the Authority.
- Southern Ute Indian Tribe: Recommendations for developing water quality standards for the Pine River in sections within the Tribe reservation. Involved consideration of EPA recommendations, upstream and downstream water quality standards for phosphorus and nitrogen, and in-depth review of collected water quality data.

Water Conservation Planning and Raw Water Master Planning

- Donala Water and Sanitation District Water Conservation Plan Update for CWCB Approval: Updated Donala's existing operating water conservation plan to meet minimum CWCB requirements as described in §37-60-126(4) C.R.S. Because original water conservation plan has already been implemented and is being monitored, I summarized savings by conservation program and considered the effectiveness of each operating program. Updated plan to be submitted to CWCB for approval by the beginning of November 2011 following required public comment period.
- City and County of Broomfield Water Conservation Plan: Developed water conservation plan as required in §37-60-126(4) C.R.S. while working closely with Broomfield staff. Conducted supply

and demand analyses using City information and population projections to predict future demands. Worked with City staff to create a list of current and potential conservation programs and measures to be further examined. Completed cost benefit analyses to help evaluate programs and measures. Analyzed savings that could be achieved through various combinations of conservation measures.

- City of Greeley Raw Water Master Plan Amendment: Analysis and supporting report considering timing, cost, financing and economic options, considerations, and risks of proposed water purchases and construction of storage reservoir. Using projected population growth, zoning, long-term growth boundaries, and demand by customer class (including additional analyses from Greeley's Water Conservation Plan), projected demand growth based on customer class and used projected demand to support need and timing for water acquisition.

Environmental Compliance Experience

- City of Greeley: Drafted comments on the Northern Integrated Supply Project (NISP) Draft Environmental Impact Statement (DEIS), including impacts to water supply amount, timing, and quality, aesthetic impacts, and social impacts. Projected future demand quantity and type using current land use types, current growth projections, water designation, and anticipated development for Greeley Master Plan Amendment. Work on Greeley's No Action Alternative option for Halligan and Seaman DEIS.
- City of Rocky Ford: Prepared Wastewater Treatment Plant Improvement Environmental Review for Community Development Block Grant for chlorination/dechlorination facilities at Rocky Ford wastewater treatment plant. Involved with Environmental Assessment (EA) for water system extension to Hancock Subdivision from City to address radionuclide compliance issues. Familiar with U.S. Department of Housing and Urban Development (HUD) and Colorado Department of Local Affairs (DOLA) environmental compliance requirements for release of grant funds, American Recovery and Reinvestment Act (ARRA) and Colorado Department of Public Health and Environment (CDPHE) environmental review procedures.
- Town of Georgetown: Assisted with Environmental Assessment for water treatment plant additions and system improvements funded by the American Recovery and Reinvestment Act through CDPHE.
- Confidential Client: Determined state and local permitting requirements for large water storage project. Evaluated Western Area Power Administration (WAPA) Interconnection Process requirements and options for large hydropower project.

SKILLS/ABILITIES

- Knowledge of local, state, and federal permitting processes and structures
- Familiar with CDPHE environmental compliance regulations and requirements
- Knowledge of NEPA, 404, 1041, Section 106, and other environmental regulations
- Local, State, and Federal agencies environmental compliance experience
- Proficient using Microsoft Office Applications
- Extensive knowledge of HydroBase and CDSS applications (e.g. TSTool, StateCU, and StateView)
- Development of water rights models using IDSCU and AWAS
- Knowledge of Colorado Water Law

PROFESSIONAL ACTIVITIES

Member of American Water Resources Association (AWRA)

EDUCATION

B.S., Engineering, Environmental Specialty, Colorado School of Mines, Golden, 2010

International Education:

1-year graduate study at Fudan University, Shanghai, China

1-month study at McBride Foreign Area Study Central/Eastern Europe

1-month at Technical University of Munich, Germany Obemach, Water Engineering Research

PROFESSIONAL REGISTRATION

Engineer in Training, #5635

EXPERIENCE

Jojo was responsible for internal stormwater inspections for aggregate, asphalt, and concrete Lafarge North America Aggregates & Concrete sites in Colorado and Wyoming. She helped implement stormwater compliance standards to meet federal Clean Water Act regulations. The inspections included ensuring that there were no unpermitted discharges, there were adequate best management practices in place, and she kept records of stormwater compliance and monitoring. During her training, she worked closely with the Senior Manager of Environment & Public Affairs and the Director of Environment & Public Affairs for the western regional office in Westminster, Colorado.

WORK HISTORY

Leonard Rice Engineers, Inc.

Staff Engineer—2011-present

Lafarge North America Aggregates & Concrete, Westminster, Colorado

Environmental Intern—April-August 2008

Certified Smoke Stack Inspector, Storm Water Inspector. EPA Toxics Release Inventory; EPA air, storm water, discharge sampling permits. Leader of sustainability project & recycling, certified sites for the Wildlife Habitat Council, Colorado. Storage Tank Information System (COTIS) above ground storage tanks registration. Mine Safety and Health Act (MSHA) training, certified Aggregate & Concrete Driver: Smith System.

International Center for Appropriate and Sustainable Technology, Lakewood, Colorado

Environmental Engineering Fellow—August-October 2011

Feasibility study for the Colorado Department of Agriculture on septic waste treatment in Delta, Colorado.

Moser & Associates Engineering, Denver, Colorado

Engineering Technician—April-August 2010

Stormwater planning, drainage designs, channel restoration, FEMA flood studies, flood hazard area delineations, park designs, erosion control reports. Project proposals, AutoCAD drafting, as-built drawings. CDOT and DIA Engineering Technician contact.

Significant Projects Include:

Eagle River Water and Sanitation District – Assisted in the development of a Water Quality Improvement Plan, including the analysis of stormwater, snowmelt, and rain runoff sampling data. Participation in the development of numeric nutrient stream standards for discharge permits (Regulation 31 and 85) and alternative limits for the Vail, Avon, and Edwards Wastewater Treatment Facilities.

City of Black Hawk and Black Hawk Central City Sanitation District – Discharge Permit renewal review and water quality analysis, including AMMTOX modeling to assess impacts of new stream standards for ammonia, tracking stream standards for temperature, nutrients, and metals and tracking of phosphorus and total inorganic nitrogen to ensure compliance with Standley Lake Cities stipulation for water transfers.

RESEARCH/PROJECT EXPERIENCE

Salvation Army High Peaks Camp: Project Manager/Environmental Engineer. Solar energy design, 1st place CSM Design Contest.

CSM AQWATEC: Environmental Research Assistant. Riverbank filtration simulation for wastewater treatment as contracted by CH2M Hill. Bulk water analysis, extractions for trace organics, safety training in hazardous wastewater.

CSM Microbial Laboratory: Environmental Research Assistant. Minority Engineering Program Undergraduate Grant. Preparation of microbial cultures and growth of E. Coli, DNA sequencing.

Colorado School of Mines: EcoCycle human-powered mobile recycling processing system, water treatment pilot in compliance with NPDWRs, acid mine drainage and soil contamination remediation along North Empire Creek (passive treatment system design), peak flow analysis and soil erosion of Bear Creek, investigating into American College & University President's Climate Commitment at CSM.

SKILLS

Computer: AutoCAD, FORTRAN, Solid Works, MathCAD, HEC-RAS, EPA SWMM, ArcGIS, Minitab, LabView, Adobe Photoshop, Microsoft Office: Word, Excel, PowerPoint
Acts/Safety: Knowledge/education on CERCLA, RCRA, OSHA standards, EPA regulations, environmental toxicology
Technical: Finite element analysis, computer aided data acquisition, hydraulic analysis, field sampling, design of water/wastewater related structures, budgeting, scheduling, work break-down structure development, failure modes & effects analysis, proposal writing, presenting/public speaking
Languages: Spanish (fluent), Chinese (moderate)

PROFESSIONAL ACTIVITIES

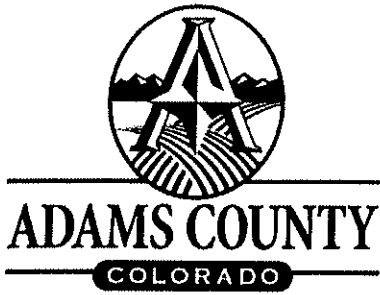
Colorado Permit Issues Workgroup
Colorado Wastewater Utility Council
American Water Resource Association (AWRA)
American Water Works Association
Colorado Lake & Reservoir Management Association



LeonardRice
ENGINEERS, INC.

Leonard Rice Engineers, Inc. provides consulting services related to planning, management, and development of water at the highest level of technical excellence that is professional, ethical, and profitable.

EXHIBIT B2



ATTACHMENT ONE

PROPOSAL FORM
TITLE 123

OFFEROR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF
Addenda # 1, May 3, 2012 Addenda # _____
(If None, Please write NONE)

| | |
|------------------------------|-----------------------------------|
| Leonard Rice Engineers, Inc. | May 4, 2012 |
| Company Name | Date |
| 2000 Clay St., Suite 300 | <i>R. Gregory Roush</i> |
| Address | Signature |
| Denver, CO 80211 | R. Gregory Roush, P.E. |
| City, State, Zip Code | Printed Name |
| Denver | Chief Operating Officer/Principal |
| County | Title |
| 303-455-9589 | 303-455-0115 |
| Telephone | Fax |
| greg.roush@LREwater.com | |
| E-mail Address | |

EXHIBIT B3

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Leonard Rice Engineers, Inc.
Company Name

May 4, 2012
Date

R. Gregory Roush, P.E.
Name (Print or Type)

R. Gregory Roush
Signature

Chief Operating Officer/Principal
Title

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

EXHIBIT B4



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012-094
SOLICITATION DATE: Wednesday, April 18, 2012
DESCRIPTION: MS4 Comprehensive Compliance Assurance Audit
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: May 3, 2012

The hour and date specified for receipt of **RFP 2012-094 [X]** is [] is not extended to the following new hour and date:
Friday, May 4, 2012 at 4:00 p.m.

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

DESCRIPTION OF ADDENDUM:

- A. This Addendum is issued to extend **RFP 2012.094** Opening Date to:
Friday, May 4, 2012 at 4:00 p.m.
- B. This Addendum is issued to provide the attached copies of the following for **RFP 2012.094**:
1. Questions and Answers from Mandatory Pre-proposal Meeting on Friday, April 27, 2012.
 2. List of Attendees at the Mandatory Pre-proposal Meeting on Friday, April 27, 2012.
 3. List of Plan Holders
 4. Copy of the MS4 Program Description
 5. County Sample Agreement with all Terms and Conditions
- C. This Addendum is being issued to remove **Paragraph 18: Task 7 Concerns of Compliances** in its entirety and replace with the below language to read as:

Paragraph 18: Task 7 Concerns of Compliances: This Audit was prompted by concerns raised internally regarding the County's MS4 Permit Program's compliance. Upon selection and initiation of work, the Offeror shall meet with a representative of the County Attorney's Office, the Director of Public Works and the

Project Manager for the Audit contract to review the internal complaint that prompted this compliance Audit. In addition, upon completion of the DRAFT Audit Report, the offeror shall meet with the representative of the County Attorney's Office, the Director of Public Works and Project Manager for the Audit project to discuss the issues related to the concerns raised internally and to what degree they are to be considered as part of the MS4 Permit compliance requirements and to what degree they are being addressed by the County's MS4 Permit program. All discussion with the County Attorney's Office shall be considered confidential unless the County Attorney's office decides that they are not.

- D. This Addendum is being issued to revise the number of proposal copies to submit for RFP 2012.094, per **Paragraph 21: Proposal Format, First Sentence** changing **from:**

21. The consultant shall submit four (4) copies of the proposal not to exceed five (5) pages in length, excluding cover pages, dividers, resumes, and attachments.

Paragraph **21: Proposal Format, First Sentence** to **read as:**

21. The Offeror shall submit **one (1) original copy and three (3) copies** of the proposal not to exceed five (5) pages in length, excluding cover pages, dividers, resumes and attachments.

- E. This Addendum is being issued to remove **Paragraph 21.6** in its entirety.
- F. This Addendum is being issued to remove **Paragraph 21.7** in its entirety, renumber the paragraphs and replace with the below language to **read as:**
Paragraph **21.6.** The Offeror shall provide references from clients that are within the last four (4) years and/or currently using or used services related to MS4 programs.
- G. This Addendum is being issued to remove **Paragraph 22.3** in its entirety and replace with the below language to **read as:**
Paragraph **22.3.** Cost of service for the Concerns of Compliance (Task 7).
- H. This Addendum is being issued to remove **Paragraph 22.4** in its entirety and replace with the below language to **read as:**
Paragraph **22.4.** Total project cost must be broken down for each task with a not to exceed amount and submitted in a separate sealed envelope clearly labeled cost proposal with RFP number and Offeror's name.

- I. This Addendum is being issued to remove the **Paragraph 24, Project Schedule Dates** in its entirety and replace with the attached **Paragraph 24, Project Schedule Dates** document below. Please reference the revised project schedule for RFP 2012.094.

Paragraph 24: Project Schedule Dates:

| Description | Estimated Completion Date |
|--|----------------------------------|
| Project Advertising | April 18, 2012 |
| Pre-proposal Conference and Project Briefing | April 27, 2012 |
| Proposals Due at County Purchasing Office | May 4, 2012 |
| Select Companies for Interview | May 11, 2012 |
| Interview and Select a Company for Project | May 18, 2012 |
| Notice-of-Award | May 25, 2012 |
| Notice-to-Proceed | June 11, 2012 |
| DRAFT Audit Report | August 10, 2012 |
| County Comments to the Draft Audit Report | August 31, 2012 |
| County Review Deadline | August 31, 2012 |
| Final Audit Report | September 14, 2012 |

- J. This Addendum is being issued to remove the **Proposal Form, Title 123** in its entirety and replace with the attached **Proposal Form, Title 123** document. Please replace this document with the document in the RFP and submit with your proposal. (**Attachment One** at the end of this addendum).
- K. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Heidi Casteel
Purchasing Services

ACKNOWLEDGEMENT:

(Signature/Date)

(Name and Title)

(Company Name)

(Address)

cc: RFP 2012-094

MANDATORY PRE-PROPOSAL MEETING
RFP 2012-094
MS4 Comprehensive Compliance
Assurance Audit
04.27.2012 at 2:00 p.m.

Introduction of Adams County Representatives in attendance:

Besharah Najjar, P.E. - Director, Public Works

Ben Urbanas, M.S.C.E, P.E., DWRE, Consultant- Urban Watersheds, LLC 303.765.0155

H. Casteel, Purchasing Agent, Purchasing Services

QUESTIONS AND ANSWERS:

Q: What's driving this project audit?

A: **Internal complaint, we are responding to issues raised in the complaint.**

Q: MS4 Control Measures – Any categories that are of interest or concern?

A: **The County's MS4 Program Description to include all six (6) minimum control measures needs to be audited.**

Q: Is there an Engineering fee for the audit?

A: **The County estimate range for this project is between \$1.00 - \$40,000.00.**

Q: The field inspections included in the scope of work do you require or prefer pre-targeting?

A: **Task 4 in the RFP calls for a minimum of four (4) randomly selected construction projects records.**

It is expected that the offeror may audit a mix of projects that are still under construction and in the currently stabilized phase.

Q: How many hours are estimated for Task7, is it 80 or 40 hours?

A: **It is the offeror's responsibility to estimate the number of hours needed for this task in their proposal.**

Q: Proposal Form, Title123, Vendor's Statement form indicates you needed to submit a written amount on the form is this true?

A: **The RFP is requiring the cost proposal under separate sealed cover within your submitted proposal. The addendum will address this correction and a revised signature form will be included for submittal with all proposals. (See Attachment One at the end of this document)**

Q: Schedule – shows date for interviews May 38th – what is the actual date?

A: **The correct date should be May 18th. The addendum will included a revised project schedule with correct dates and some revised dates. The date changes will impact the performance for Task 7– change will be for two (2) meetings - County Attorney Office and then end of audit will be another meeting – discuss finding in relation to conflicts, and your findings. Everything in the Audit will be kept confidential. (See Paragraph I of the Addendum)**

QUESTIONS AND ANSWERS: continued

- Q: Proposal Format under paragraph 21; does the five (5) page limit include the proposal cover page?
- A: **No, the proposal should be five (5) pages, excluding the cover page, exhibits and the cost proposal.**
- Q: Request for references-would you also be interested in references for Phase I?
- A: **The more the better – the Addendum will rewording paragraph 21.7 (See Paragraph F of the Addendum)**
- Q: Will it be possible to get the County's Agreement form?
- A: **Yes, A copy of the County Agreement will be included in the Addendum. (See Attachment B5)**
- Q: Has the County gone through this type of audit before?
- A: **The county Stormwater Regulatory Compliance staff audits the MS4 Program annually.**
- Q: Related to files and code review; the structure of such files will they be provided in file boxes, cabinets, or do they need to be requested?
- A: **The successful offeror will be provided a copy with the 2011 Annual Audit Binder.**
- Q: Is it possible to get an actual copy of the MS4 permit?
- A: **The County can provide a copy of its MS4 Program Description, it is not posted website. A copy will be included with the addendum. (See Attachment B4)**
- Q: The project schedule being suggested in the RFP for this project, will it cause issues of not being able to meet the County's timeline?
- A: **Attendees had no concerns with the County timeline for the project.**

The remainder of the page left blank intentionally

ATTENDEE LIST

Carrie Powers
CP Compliance, LLC
303.596.9287
cpowers@cp-compliance.com

Logan C. Burba, Water Resource Engineer
Leonard Rice Engineers, Inc.
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303. 455.9589
logan.burba@LREwater.com

Chris Muller, P.E.
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Chris Heitburn
Regional Stormwater Manager
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Steven D. Leslie, PE
Senior Civil/Water Resource
Engineer/Construction Manager
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ATTENDEE LIST continued

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Harris Kocher Smith
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Jane K. Clary
LEED AP, CPESC
Senior Water Resources Scientist
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2490 W. 26th Avenue, Suite 100A
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303.480.1700
jclary@wrightwater.com

Rob Naeser
Senior Environmental Scientist
TETRA TECH
350 Indiana Street, Suite 500
Golden, Colorado 80401
303.217.5700
robert.naeser@tetrattech.com

PLAN HOLDERS

| Company Name | City | State |
|--|--------------|--------------|
| <u>LT Environmental, Inc</u> | Arvada | CO |
| <u>Merrick & Company-Civil</u> | Aurora | CO |
| <u>American Cast Iron Pipe Company</u> | Aurora | CO |
| <u>BELT COLLINS WEST, LTD.</u> | Boulder | CO |
| <u>JVA, Inc.</u> | Boulder | CO |
| <u>SWCA Environmental Consultants</u> | Broomfield | CO |
| <u>CP Compliance LLC</u> | Castle Rock | CO |
| <u>Nolte Associates, Inc.</u> | Centennial | CO |
| <u>Felsburg, Holt & Ullevig</u> | Centennial | CO |
| <u>URS</u> | Denver | CO |
| <u>Camp Dresser & McKee Inc.</u> | Denver | CO |
| <u>Huitt-Zollars, Inc.</u> | Denver | CO |
| <u>Wright Water Engineers</u> | Denver | CO |
| <u>Harris Kocher Engineering Group, Inc.</u> | Denver | CO |
| <u>ERO Resources Corporation</u> | Denver | CO |
| <u>Leonard Rice Engineers, Inc.</u> | Denver | CO |
| <u>Devlynn Reedlee</u> | Denver | CO |
| <u>ICON Engineering, Inc.</u> | Englewood | CO |
| <u>Ayres Associates</u> | Fort Collins | CO |
| <u>Tetra Tech, Inc.</u> | Golden | CO |
| <u>Hatch Mott MacDonald</u> | Lakewood | CO |
| <u>MARTIN/MARTIN, Inc.</u> | Lakewood | CO |
| <u>Muller Engineering Company, Inc.</u> | Lakewood | CO |
| <u>De-Rey Engineering, Inc.</u> | Lakewood | CO |
| <u>SoundEarth Strategies, Inc</u> | Lakewood | CO |
| <u>K Financial</u> | Louisville | CO |
| <u>RG and Associates, LLC</u> | Wheat Ridge | CO |
| <u>Heinemann & Co., Inc.</u> | Reston | VA |



ATTACHMENT ONE

PROPOSAL FORM
TITLE 123

OFFEROR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
(If None, Please write NONE)

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

EXHIBIT C

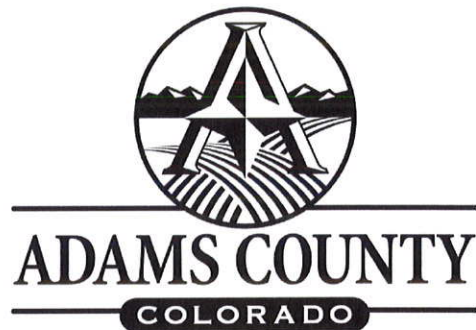
2012.094

Request for Proposals for MS4 Comprehensive Compliance Assurance Audit

**All RFP, Bid, Addendum or other documents related to this RFP will be
posted on the Rocky Mountain Bid System at:
<http://www.govbids.com/scripts/CO1/public/home1.asp>**

**A Mandatory Pre Proposal Meeting will be held on April 27, 2012
Time: 2:00p.m.
Location: Adams County Conference Center, 4430 South Adams County
Parkway, Brighton, Colorado 80601**

**Proposal Opening Date: May 3, 2012
Time: 2:00 p.m.
Location: 4430 South Adams County Parkway, Brighton, CO 80601
Purchasing Offices**



1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting proposals for MS4 Comprehensive Compliance Assurance Audit.

All RFP, Bid, Addendum and / or other documents related to this RFP will be posted on the Rocky Mountain Bid System at:

<http://www.govbids.com/scripts/CO1/public/home1.asp>

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

There will be a **Mandatory Pre Proposal Meeting** on April 27, 2012 at 2:00 p.m. at the Adams County Conference Center, 4430 South Adams County Parkway, Brighton, Colorado 80601

2. Proposals

- 2.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 South Adams County Parkway, Brighton, Colorado, 80601, up to **2:00 P.M.** May 3, 2012, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 2.2. Four hard (4) copies of the proposal are required and the proposal must also be submitted on a CD in PDF Format. Brochures or other supportive documents may be included with the proposal narrative.
- 2.3. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 2.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 2.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 2.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

- 2.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 2.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **MS4 Assurance Audit.**
- 2.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 2.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 2.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 2.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 2.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.
- 2.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 2.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

- 2.16. If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.
- 2.17. Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram or facsimile machines are not acceptable.
3. Adams County is an Equal Opportunity Employer.
4. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 4.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 4.1.1. Each Occurrence \$1,000,000
- 4.1.2. General Aggregate \$2,000,000
- 4.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 4.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
- 4.2.2. Personal Injury Protection Per Colorado Statutes
- 4.3. Workers' Compensation Insurance: Per Colorado Statutes
- 4.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 4.4.1. Each Occurrence \$1,000,000
- 4.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 4.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 4.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 4.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 4.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 4.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 4.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 4.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 4.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 4.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 4.11. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 4.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 4.13. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 4.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 4.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.

Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

5. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
6. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 6.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 6.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 6.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 6.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - 6.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - 6.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such

three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 6.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 6.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information and Conditions

PROJECT REQUIREMENTS FOR Adams County MS4 Permit Program Comprehensive Compliance Assurance Audit

7. **Background:** Adams County (County) holds a Colorado Discharge Permit System (CDPS) Municipal Separate Storm Sewer System (MS4) Permit. The County is required to comply with this permit in accordance with 5 CCR 1002-61, Colorado Discharge Permit System; the terms and conditions of the stormwater General Permit Number COR-090000, Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4s); and as described in the County's MS4 Program Description under permit number COR-090041.
8. **Purpose:** The purpose of this project is to conduct an internal comprehensive compliance assurance audit (Audit) in order for the County to evaluate its MS4 Program, including County's supporting documentation for compliance with the State CDPS Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (Permit). At a minimum, the Audit documents shall be used by the County as a resource to help assess the adequacy of its MS4 program for the 2011 permit year (from January 1, 2011 to December 31, 2011). The Audit report will describe the work done, an objective assessment of County's efforts to meet the requirements of each program element and a record of findings related to each MS4 CDPS permit section, including photos, copies of records obtained from the County and its staff, summary of all staff interviews, and field inspection reports/checklist(s).
9. **General Requirements:** The successful Consultant must demonstrate a comprehensive knowledge of the CDPS Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems as well as comprehensive knowledge of the *Municipal Separate Storm Sewer System Program Audit Guidance* prepared by Tetra Tech for the Colorado Stormwater Council, July 2008, revised March 2009, revised March 2011 (CDPHE) (Guidance Document).

This Guidance Document is intended to provide guidance for MS4s to audit their own programs and is not intended to be the sole guidance document, and guidance from EPA and from other States may be used, as long as the guidance does not conflict with the regulations promulgated by CDPHE. The successful Consultant will submit a proposal detailing their proposed audit process and procedures that may be equivalent to an audit conducted by CDPHE.

10. The successful Consultant must demonstrate the experience and ability to provide the following services necessary to conduct a comprehensive audit of the County's MS4 Program:
 - 10.1. At a minimum, complete a comprehensive audit of the County's MS4 Permit Program for the 2011 permit year, including, but not limited to an audit of the records kept for compliance with the permit, namely program's documentation; staff office and field activities and how they were documented; the annual report to the State; staff interviews; and field inspections.
 - 10.2. Adequately address, through a comprehensive Audit report, the following minimum control measure (MCM) requirements: public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site runoff control, post-construction runoff control, pollution prevention/good housekeeping for municipal operations.
 - 10.3. Complete the final Audit report using a format similar to the State of Colorado's MS4 Permit Program Audit Report. The format of the final report shall be submitted to County for review and acceptance prior to production of the final Audit report. This report format shall contain a Review of Findings and List of Attachments containing supporting documentation, including photographs. The Review of Findings shall contain sections corresponding to the six MCMs, with additional sections for general program management and compliance with ordinances. Each of the MCM section shall contain the following categories as applicable:
 - 10.3.1. Complete Familiarity with MS4 Permit requirement.
 - 10.3.2. MS4 Program Description requirement.
 - 10.3.3. Conduct MCM-Specific Record Review, including reports, field inspections, correspondence, standard operating procedures, forms, program modifications, and other documentation pertinent to that MCM.
 - 10.3.4. Develop Findings and Recommendations and Suggested Actions.
 - 10.3.5. Provide observations or recommendations and also articulate positive and/or commendable program performance elements by County to comply with the Permit.
 - 10.3.6. Provide a construction site project report and a post-construction project report for each site reviewed. Record factual findings for each permit section, including photos, obtained records, field inspection reports/checklist and draft cover letter that summarizes the findings.

- 10.3.7. Compile construction and post-construction site project reports articulating County's activities, potential shortcomings and any commendable activities to comply with the permit.
- 10.4. Prepare a draft Audit Report, including an executive summary and supporting documentation shall be provided to County for review. The draft report shall be submitted to County as four (4) printed copies and a MS Word electronic copy.
- 10.5. The County will review the draft Audit report and supporting documentation together with draft executive summary. County may require revisions to ensure consistency with program requirements.
- 10.6. Upon acceptance of a final executive summary and Audit report, submit to County four (4) printed copies and electronic, in MS Word and .PDF formats, copies of the final report, including, all audit and inspection documentation and all related materials.
- 10.7. Throughout the process County will, as necessary, provide support to the Consultant to ensure the required deliverables are achieved. While face-to-face meetings are preferred, meetings may be via conference calls and other online media should both parties have access to such electronic capabilities.
- 10.8. The final draft Audit report must be completed within 60 calendar days of Notice to Proceed. County will provide its comments within 21 calendar days of the receipt of the draft report and documentation. Consultant will then submit the corrected final Audit report within 14 calendar days after the receipt of such comments.
- 10.9. County may appoint a project manager, either staff or contractor, to oversee the progress of this project, which project manager will be the point of contact for the consultant with the County on all matters related to the conduct of the Audit.
- 10.10. All findings and activities on this project will be kept confidential until such time the County has approved the final report and has also released the consultant from confidentiality requirements of this project.

11. Scope of Services: These tasks are broken out by Minimum Control Measure (MCM). A full program comprehensive compliance assurance audit report will include a review of program materials followed by an onsite visit intended for records review, construction or post-construction site visits, and personnel interviews.

12. Task 1: MS4 Program Comprehensive Compliance Assurance Audit; MCM 1, Public Education and Outreach

- 12.1. Review current Stormwater Program and associated documents: Brochures, outreach materials, and other relevant materials shall be reviewed to become familiar with the County's Stormwater Program for MCM 1 to determine if the County is in compliance

with their existing program elements defined in their Program Description document submitted to Colorado Department of Public Health and Environment (CDPHE) Stormwater Division and to determine if the existing Program Elements are adequate to meet the minimum requirements outlined in the MS4 Permit and any published guidance issued by CDPHE.

- 12.2. Staff Interviews: County staff shall be contacted and interviewed about the County's program documentation on this MCM.
- 12.3. The review of MCM 1 will identify any potential permit findings, articulate observations about this element of the MS4 Program, provide recommendations for needed improvements and describe positive/commendable program compliance elements that are found.

13. Task 2: MS4 Program Comprehensive Compliance Assurance Audit; MCM 2, Public Involvement/Participation

- 13.1. Review current Stormwater Program and associated documents: Programs (such as Public Notices), documentation of events, and other relevant materials will be reviewed to determine if the County is in compliance with program elements as defined in the County's Program Description Document submitted to CDPHE. Assess whether the existing program elements meet the minimum requirements outlined in the MS4 Permit.
- 13.2. Staff Interviews: County staff shall be contacted and interviewed about the County's program documentation on this MCM.
- 13.3. The review of MCM 2 will identify any potential permit findings, articulate observations about this element of the MS4 Program, provide recommendations for needed improvements and describe positive/commendable program compliance elements that are found.

14. Task 3: MS4 Program Comprehensive Compliance Assurance Audit; MCM 3, Illicit Discharge Detection and Elimination (IDDE)

- 14.1. Review current Stormwater Program and associated documents: Ordinances, Program Manuals, IDDE database/records, enforcement documentation, Standard Operating Procedures and other relevant materials will be reviewed to become familiar with the County's Stormwater Program for MCM 3. This element will be assessed as to its level of County's compliance with the program elements defined in the Program Description Document submitted to CDPHE. Assess if the activities to carry out existing Program Elements meet the minimum requirements outlined in the MS4 Permit issued by CDPHE. The Consultant shall include the findings and assessments in the final Audit report.

- 14.2. Staff Interviews: County staff shall be contacted and interviewed about the County's program documentation on this MCM. A minimum of two randomly selected IDDE records will be reviewed to assess recordkeeping and IDDE response and enforcement.
- 14.3. The review of MCM 3 will identify any potential permit findings, articulate observations about this element of the MS4 Program, provide recommendations for needed improvements and describe positive/commendable program compliance elements that are found.

15. Task 4: MS4 Program Comprehensive Compliance Assurance Audit; MCM 4, Construction Site Stormwater Runoff Control

- 15.1. Review current Stormwater Program and associated documents: Regulations, Program Manuals Standard Operating Procedures, the plan review process, site inspection procedures, follow-up with sites that may not be complying with county permits and/or regulations, enforcement actions, and other relevant materials and activities shall be reviewed to become familiar with the County's Stormwater Program for MCM 4. Assess whether the County is in compliance with the program elements defined in its Program Description Document submitted to CDPHE, and to determine if the existing Program Elements meet the minimum requirements outlined in the MS4 Permit issued by CDPHE. The Consultant shall provide an Audit report of each construction site reviewed. The Consultant shall include the findings and assessments in the final Audit report.
- 15.2. Staff Interviews: County staff shall be contacted and interviewed about the County's program documentation. A minimum of four randomly selected construction project records will be reviewed to assess compliance with recordkeeping requirements, plan review, and inspection procedures. A field visit to assess inspection process and enforcement will also be conducted at the selected construction sites. Construction sites can be active or inactive.
- 15.3. The review of MCM 4 will identify any potential permit findings, articulate observations about this element of the MS4 Program, provide recommendations for needed improvements and describe positive/commendable program compliance elements that are found.

16. Task 5: MS4 Program Comprehensive Compliance Assurance Audit; MCM 5, Post Construction Stormwater Management in New Development and Redevelopment

- 16.1. Review current Stormwater Program and associated documents: Regulations, Program Manuals, Standard Operating Procedures, the post-construction BMP plan review procedures and practices, compliance inspection protocols and actual practices, enforcement and follow-up of non-compliance and other relevant materials shall be reviewed to become familiar with the County's Stormwater Program for MCM 5. Assess whether the County is in compliance with the program elements defined in its Program Description Document submitted to CDPHE. Determine if the existing Program Elements meet the minimum requirements outlined in the MS4 Permit issued

by CDPHE and used by the County. The Consultant shall provide a post-construction site audit report for each post-construction site reviewed. The Consultant shall include the findings and assessments in the final Audit report.

- 16.2. Staff Interviews: County staff shall be interviewed about the County's program documentation. A minimum of four randomly selected post-construction records will be reviewed to assess compliance with recordkeeping requirements, review procedures, and inspection procedures. A field visit to assess long-term operation and maintenance of permanent BMPs will also be conducted at the selected post-construction sites.
- 16.3. The review of MCM 5 will identify any potential permit findings, articulate observations about this element of the MS4 Program, provide recommendations for needed improvements and describe positive/commendable program compliance elements that are found.

17. Task 6: MS4 Program Comprehensive Compliance Assurance Audit; MCM 6, Pollution Prevention/Good Housekeeping for Municipal Operations

- 17.1. Review current Stormwater Program and associated documents: Standard Operating Procedures and other relevant materials shall be reviewed to become familiar with the County's Stormwater Program for MCM 6, to determine if the County is in compliance with the program elements defined in its Program Description Document submitted to CDPHE. Determine if the existing Program Elements meet the minimum requirements outlined in the MS4 Permit issued by CDPHE. The Consultant shall make field visits to at least one municipal facility to assess compliance with municipal operations and related stormwater compliance documentation. CDPHE guidance that is not used by the County shall be identified. The Consultant shall include the findings and assessments in the final Audit report.
- 17.2. Staff Interviews: County staff shall be contacted and interviewed about the County's program documentation and municipal activities.
- 17.3. The review of MCM 6 will identify any potential permit findings, articulate observations about this element of the MS4 Program, provide recommendations for needed improvements and describe positive/commendable program compliance elements that are found.

18. Task 7: Concerns of Compliance: This Audit was prompted by concerns raised internally regarding the County's MS4 Permit Program's compliance. Upon selection and initiation of work, the Consultant shall meet with a representative of the County Attorney's Office and shall review the internal complaint that prompted this compliance Audit.

Submittals

- 19. Request for Qualifications:** To enable the County to determine the capabilities of a Consultant to perform the services specified in the RFP, submit a statement of qualifications to conduct a successful and objective Audit described herein. In this statement, disclose all known past and current activities and relationships, which may be perceived by County and others as potential conflict of interest to the preparation of an independent audit.
- 20. Resumes:** A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of this project. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.
- 21. Proposal Format:** The consultant shall submit four (4) copies of the proposal not to exceed five (5) pages in length, excluding cover pages, dividers, resumes, and attachments. Additional explanatory and supplemental material, including company promotional materials, may be submitted under separate cover if desired. The proposal shall include the following:
- 21.1. A brief description of the firm undertaking the work, primary source of business, organizational structure and years of experience performing serviced similar to those described in the RFP.
 - 21.2. Confirmation that the firm is located in Colorado.
 - 21.3. Identify the individual(s) who will be responsible to perform the work.
 - 21.4. A description of the individual's experience to provide services similar to those required, education and any certifications related to the stormwater regulations (if any) and his/hers availability to work on this project in order to complete it within the specified time of performance.
 - 21.5. Describe how the individual(s) will accomplish the work in an effective and timely manner. Include information regarding:
 - 21.5.1. An outline of proposed tasks, milestones, and deliverables for each item listed in the scope of services.
 - 21.5.2. Brief scheduling for the project main tasks and activities.
 - 21.5.3. Technical expertise of the Municipal Separate Storm Sewer System (MS4) Permit requirements.
 - 21.5.4. Describe the capacity of the consulting firm to do the work within the required time frame and assurances to meet the proposed schedule.
 - 21.5.5. Any supplementary explanations, descriptions and documents.

- 21.6. It is estimated that Task 7 “Concerns of Compliance” scope of service will be limited to no more than 40 hours by the Consultant.
- 21.7. The Consultant shall provide references from clients that are currently using or have used services similar in nature to those described in this RFP. All references shall be from Phase II municipal governments, preferably within the last four years, where the Consultant has successfully conducted MS4 Program Assurance audits.

22. Sealed Cost of Services

- 22.1. Consultants are required to submit sealed cost of services. The fairness and reasonability of the cost of services will ONLY be a factor in the final selection of the Consultant for the project. The cost of service should be separated to:
- 22.2. Cost of service for the County’s MS4 Program Audit.
- 22.3. Cost of service for the Concerns of Compliance (Task 7), please estimate eighty (40) hours for this cost of service.
- 22.4. The fee for basic consultant services shall be paid in lump sum (LS).
- 22.5. Total project cost, not to exceed: \$_____ / LS
- 22.6. **Evaluation Criteria and Points Awarded:** Selection of the successful firm with whom negotiations shall commence will be made through an evaluation process based on the following criteria:

| Potential Points | Evaluation Criteria |
|------------------|--|
| 0 – 15 | Qualifications and experience of firm. |
| 0 – 30 | Qualifications of key personnel and experience with the MS4 Stormwater Permit Regulations. |
| 0 – 15 | Approach to proposed project, including any potential issues and constraints' identified. |
| 0 – 15 | Capacity of the firm to complete the work within the designated time frame. |
| 0 – 15 | Proposal completeness and experience with public municipalities. |
| 0 – 15 | Proposal cost of services |

The County may select to interview the consultant(s) with the top scores.

23. Project Schedule Dates:

| Description | Estimated Completion Date |
|--|---------------------------|
| Project Advertising | April 18, 2012 |
| Pre-proposal Conference and Project Briefing | April 27, 2012 |
| Proposals Due at County Purchasing Office | May 3, 2012 |
| Select Companies for Interview | May 9, 2012 |
| Interview and Select a Company for Project | May 38, 2012 |
| Notice-of-Award | May 25, 2012 |
| Notice-to-Proceed | June 11, 2012 |
| DRAFT Audit Report | August 10, 2012 |
| County Comments to the Draft Audit Report | August 31, 2012 |
| DRAFT Compliance Concerns Report | August 14, 2012 |
| Final Compliance Concerns Report | August 28, 2012 |
| County Review Deadline | August 31, 2012 |
| Final Audit Report | September 14, 2012 |

These dates may be subject to change at the County's discretion.

24. Request for Proposals Document References: The following documents are references for this project. At a minimum, the Consultant shall use the references below as information for this project. Should one of these documents reference another document not included this list, then that such document shall also be considered to be a reference for this project.

24.1. *Colorado Discharge Permit System, 5 CCR 1002-61, as amended.*

- 24.2. *CDPS General Permit for Stormwater discharges Associated with Municipal Separate Storm Sewer Systems (MS4s) Permit No. COR-090000*, Colorado Department of Public Health and Environment, March 10, 2008 – March 9, 2013.
- 24.3. *CDPS MS4 Phase II Stormwater Management Program Descriptions*, Adams County Stormwater Regulatory Compliance Unit, 2011.
 - 24.3.1. *Municipal Separate Storm Sewer System Program Audit Guidance, Tetra Tech for the Colorado Stormwater Council, July 2008, revised March 2009, revised March 2011, (CDPHE).*