

**REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
DESIGN SERVICES  
FOR  
FREDERICK AND DACONO OUTFALL SYSTEM PLAN**



**May 4th, 2020**

**Issued By**

Town of Frederick  
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# Part 1 – General

## Background and Purpose

The current Southwest Weld County Master Drainage Plan (MDP) was completed by Anderson Consulting Engineers, Inc. (ACE) in 1999. The 1999 MDP covers two (2) watersheds (drainage basins) identified as intersecting the 1999 Planning Area Boundaries (PABs) of the Town of Frederick, Town of Dacono, Town of Firestone, and the Town of Erie. After development of existing and future condition hydrology, the 1999 MDP presented a suite of proposed improvements to solve existing and future drainage problems at major road crossings and in areas where development was present in 1999.

During the last 20 years development has continued; creating the need for additional detention and stormwater improvements. Additionally, the Towns and their private partners have completed numerous regional improvements, some of which were originally identified in the 1999 MDP. Development pressures have now begun in areas where drainage improvements were not previously planned and in other areas where the need for future improvements have only recently been identified. For these reasons, the Towns of Frederick and Dacono have requested updates to the 1999 MDP and the evaluation of several new watersheds located within their respective current PABs as shown in Attachment A Figure 1 Study Area Map.

Additional considerations for updating the 1999 MDP include: a) the NOAA rainfall data were updated in 2013; b) hydrologic software and guidelines have been updated and revised since 1999; c) both Frederick's and Dacono's Planning Area Boundaries (PAB) have expanded since 1999; and d) since the 2013 Flood in Northern Colorado, construction costs have increased dramatically; bringing into question the existing identified project costs and the finance plans' ability to fund currently identified improvements

## BASINS

The new Masterplan will consist of updates to the Town of Frederick's and the City of Dacono's priority/primary watersheds consisting of the Upper and Lower Idaho Creek, Godding Hollow, Tri-Town and Little Dry Creek Basins as shown in Figure -1. The study area will also include the portions of the Idaho Creek, Tri-Town and Godding Hollow Basins and Dry Creek Basins upstream of Frederick and Dacono that are in the Towns of Erie. The portions of the Godding Hollow Basin residing in the Town of Erie will be incorporated into the Study Area by obtaining and rerunning the existing and future conditions hydrology models from the 2018 "Town of Erie Outfall Systems Plan (East of Coal Creek) - Hydrology Report" [Merrick, October 2018].

The Town of Erie's stormwater Outfall Systems Plan (OSP) covers watersheds located within Erie's PAB east of Coal Creek. The 2018 Erie OSP includes portions of the following watersheds: a) Godding Hollow; b) Idaho Creek; c) Boulder Creek; and d) Little Dry Creek. Existing and future hydrology was completed and summarized in the OSP's baseline hydrology report. The hydrology modeling from Erie's 2018 OSP will form the starting point and be incorporated into the MDP updates for Frederick and Dacono.

The study will complete master planning in the Town of Frederick and Dacono for the following watersheds:

1. Boulder Creek Basin: (Lower and Upper): Currently under light residential development pressure. The existing and future (detained to at least historic levels) conditions, hydrology in Frederick will need to be updated. The hydraulic evaluation of existing structures, stormwater problem identification, and development of improvements will be performed.

2. Idaho Creek Basin: (Lower and Upper): Currently under residential and commercial development pressure. The existing and future (detained to at least historic levels) conditions, hydrology in Frederick will need to be updated. The hydraulic evaluation of existing structures, stormwater problem identification, and development of improvements will be performed.
3. Godding Hollow Basin (Main Stem and Erie Tributary): Currently under the greatest development pressure with commercial / industrial development along the I-25 frontage and significant residential development along Silver Birch Blvd and York Street in Dacono. The existing and future (detained to at least historic levels) conditions hydrology in both Frederick and Dacono will be updated. The hydraulic evaluation of existing structures, stormwater problem identification, and development of improvements will be performed.
4. Tri-Town Basin: Has experienced the greatest growth in the past and has had many of the previously identified drainage improvements completed. The existing and future (detained to at least historic levels) conditions hydrology in both Frederick and Dacono will be updated. The hydraulic evaluation of existing structures, stormwater problem identification, and development of improvements will be performed.
5. Little Dry Creek Basin: Was not studied as part of the original SW Weld County Masterplan. It is currently beginning to see development pressure in the form of large single-family developments, and planned developments in the next five years. Much of the basin is undeveloped and consists largely of agricultural land with minimal drainage structures and improvements. Hydraulic evaluation of existing structures, stormwater problem identification, and development of improvements will be performed.

Existing and future land-use hydrologic models will be developed for the 2-, 5-, 10-, 25-, 50-, and 100-year events (same discharges utilized in the 1999 MDP) for the Phase A study area using CUHP-2005 (Version 2.0.0) and EPA SWMM (Version 5.1.012) (or the latest versions. This is the same software utilized for Erie's 2018 OSP). The previously developed detailed modeling and all supporting data/files from the Erie OSP is available and will be utilized as the starting point for hydrology modeling in the Frederick / Dacono study area. The existing and future (detained to historic levels) conditions hydrology for the study area, and the evaluation of existing storm drainage system capacity/development of stormwater drainage improvements will be summarized for the Town of Frederick's, City of Dacono PAB in a single Mile High Flood District (MHFD) style planning study.

## **ASSUMPTIONS**

All information associated with Erie's 2018 OSP (East of Coal Creek) will be provide for the Outfall System study. This will allow for the seamless incorporation of this upstream study into the downstream studies.

Provided Erie 2018 OSP information will include: a) existing and future conditions models, b) GIS/CAD files for all figures and maps, c) all backup documentation and files.

The provided models and data will be reviewed for completeness/accuracy and only minor corrections will be made to the modeling.

The provided Erie 2018 OSP's future conditions evaluations will include future subbasin runoff detained to historic levels (i.e. 100-year future runoff released from the subbasin at no more than the historic 100-year discharges and 10-year future release at 10-year historic) in compliance with State of Colorado drainage law.

In addition to Erie, the Town of Firestone has been cooperating with their basin partners of Frederick and Dacono. Firestone has numerous studies, plans and basin updates that have been completed over the last ten years. The selected consultant is expected to coordinate data collection efforts with Firestone, and the Study results will be shared with them at the conclusion of the Outfall System planning efforts

Hydrology will be developed for local outfall system planning purposes and will not be submitted to FEMA.

The study will not include the following tasks and/or detail evaluations:

- Hydrologic/hydraulic modelling of existing and future storm drain systems; and
- Hydraulic modelling and mapping of floodplains. PART 2 – SCOPE OF SERVICES

## **Part 2 – Scope of Services**

### **Task 1 Data Collection and Base Mapping**

#### **Task 1. A Data Collection**

The consultant will collect information from the Towns of Frederick/Dacono and other appropriate stakeholders (e.g. Erie, Firestone, CDOT, etc.) and provide the data in a digital format. Available basin information shall be reviewed and evaluated with respect to identifying data and parameters that will be needed for completing the basins' master planning. Information to be collected will need to include the following: (a) previously completed studies and reports; (b) grading and drainage plans associated with proposed or approved detention; and (c) design/as-built drawings for planned and completed regional stormwater improvements. It is assumed that as-built data will be readily available for drainage projects constructed in the basins since 1999. Missing or incomplete data will be collected as outlined in Task 2, see below.

The consultant will obtain the 1999 MDP for the Godding Hollow and Tri-Town Basins (pdf copies are available), including all background data and modeling information. This task assumes the consultant will collect all other data (e.g. comp plans, drainage reports, design & as-built plans, detailed topo, subdivision names/locations, etc.) located within the study basins, and tributary boundaries.

#### **Task 1. B Preparation of Base Mapping**

Prepare Base Mapping for all the study areas. This task includes the preparation of an updated base map (including incorporation of recent aerial photography) covering the watersheds identified as intersecting the current Planning Area Boundaries of the Town of Frederick and the Town of Dacono. The updated digital topography (2013 LiDAR) and aerial imagery will need to be converted from its original metric units to English units and compiled for the entire drainage areas covered by the watersheds into one contiguous topographic base map for each of the primary watersheds. The 2013 topo will be replaced with any other better detailed topo available from the Town of Frederick, City of Dacono, FEMA, or other viable source. In addition, the Natural Resources Conservation Service (NRCS) soils information for Weld County will be obtained, and hydrologic soils groups identified and tied to the same coordinate base as the topographic mapping. Finally, all current land use plans will be compiled, and zoning designations will be digitized using the same coordinate base as the topographic mapping. It is assumed that future development conditions will be indicated by current zoning contained in the

land use plans for the communities. Base mapping will show all current features, streets with correct names, railroads, airfields, etc. All streets and roads within or near the improvements will be shown and named. The base mapping and topography will also show and label:

- Existing ground contours (differentiating major and minor contours)
- Jurisdictional boundaries (Town, City, and County limits)
- Parcel boundary information
- Hydrographic features such as streams, rivers, canals, and flood control structures
- Major junctions and confluences
- Hydraulic structures (culverts, bridges, dams, levees, etc.)
- Streets, roadways, and other transportation features
- Houses and buildings
- Any other pertinent planimetric features located in, or directly adjacent to, the proposed improvements the updated MDP base mapping will be provided to the Towns in a GIS format.

## **Task 2 Drainage Criteria, Kickoff Meeting, and Field Reconnaissance**

Prior to the kickoff meeting a draft memo will be provided summarizing the existing drainage (primarily road overtopping and detention) criteria from the following sources: 1) previously determined in the 1999 MDP, and 2) in the current stormwater/street engineering design criteria for the Town of Frederick and City of Dacono. The purpose of the drainage criteria summary memo is to have the Town of Frederick and the City of Dacono (The evaluation of existing or future storm drainage facilities in Dacono will not be performed under the current/Phase A scope) confirm the applicability of the drainage criteria and it is not necessarily the intent of the current study to reevaluate the basis for and/or change the existing drainage criteria. Firestone will review and confirm the applicable storm drainage criteria to be utilized for the development of required improvements.

This task will include one basin specific kick-off meeting with City of Dacono and Town of Frederick staff and any other interested stakeholders. The initial field reconnaissance is assumed to occurred on the same day as the kickoff meeting.

Brief field reconnaissance efforts within the subject basins will include the following: (a) site visits to locations of recent improvements; (b) confirmation of existing flow paths; (c) verification of the state of developments; and (d) field evaluation of currently proposed and feasible alternative storm channel outfalls.

## **Task 3 Supplemental Surveying and Inventory of Existing Drainage Facilities**

Structures inventoried along the major drainageways as part of the 1999 MDP and not replaced since completion of the 1999 MDP will be recompiled and summarized as part of the current MDP. Major drainageway structures that have been replaced since 1999 and identified drainage structures on secondary drainageways will be inventoried and if needed as-built surveyed. The inventory will include a tabulation of the location, type and condition of each structure in addition to photographic documentation of the existing condition of each structure. It is assumed that inventorying/field verification will be required at all structures located (approx. 40 in the Godding Hollow and Tri- Town Drainages) in Frederick and Dacono basin boundaries.

Depending on the available topographic data's level of detail and the availability of as-built drawings; more accurate information (e.g. as-built data, invert elevations, etc.) may be required

at some locations (e.g. hydraulic structures, road overtopping profiles, etc.). The consultant will obtain field measurements (dimensions, configurations, as-built elevations, etc.) of structures to verify and/or to supplement existing information. Survey effort will not include the collection of all local streets and associated storm sewers and inlets. where it is necessary to supplement existing topographic mapping, field survey requirements will be supplemented. It is assumed that many of the existing structures will require supplemental surveying. Survey information will be collected by consultant to:

- Define existing structures (bridges, culverts, outlet structures, and major storm sewers) with respect to geometric configuration, invert elevations, and overtopping elevations/road profiles;
- Provide channel cross section and profile data at critical locations; and
- Provide verification of the available topographic mapping, and identification of general drainage patterns in specific locations where the accuracy of the topographic mapping appears to be inadequate.
- The selected consultant will determine the capacity of each structure and the feasibility of integrating existing facilities into the master plan. Results of the Task 3 inventory will be specifically utilized in the hydrologic modeling efforts to provide an updated baseline condition indicative of existing and future potential flooding problems.

## **Task 4 Existing Condition Hydrologic Modeling**

Rainfall data will be tied to the new 2013 NOAA Atlas information. Based on Mile High Flood District (MHFD) guidelines, a 2-hour rainfall event will be utilized as the design storm for the Tri-Town drainage basins (D.A.~6.9 sq. mi.). Given the size of the Godding Hollow drainage basin in the Frederick Study Area (D.A.~16 sq. mi.), and the Little Dry Creek in the Dacono Study area (D.A. 14.2 sq. mi.), a 3-hour design storm event will be utilized. Total rainfall depths will be defined for the 2-, 5-, 10-, 25-, 50-, and 100-year return period events based on data and procedures defined in the Precipitation-Frequency Atlas of the United States, NOAA Atlas 14, Volume 8, Version 2.0: Midwestern States, Colorado, et.al. [NOAA 2013]. Design rainfall hyetographs will be defined using an SCS Type II storm distribution.

Existing conditions will be defined to include all development that presently exists or was approved prior to December 30, 2019 for construction. The 1999 MDP hydrologic models were created using CUHP and UDSWM2. The 1999 MDP modeling information will be utilized to create new models in the latest versions of CUHP-2005 (Version 2.0.0) and EPA SWMM (i.e. V.51.012). The latest SWMM model is a more physically based model requiring relative topography as inputs.

The hydrologic modeling inputs associated with the existing condition and the future condition prepared as part of the 1999 MDP will be updated to include development and drainage improvements that have been implemented since completion of the 1999 MDP. This will include: a) the incorporation of all new detention facilities of significant size (i.e., capable of impacting the regional discharges, assumed to be greater than 2-acre feet of storage capacity), and b) the re-delineation of subbasin boundaries based on the 1-foot topography and information provided in the development drainage reports where recent or on-going development is not captured by the topography. Hydrologic design points will be located at all major drainage facilities, road crossings, and areas with existing and potential flooding problems. It is anticipated that the average size of the drainage subbasins will be decreased within the urbanized area; however, the modeling effort will not include the simulation of all local streets and associated storm sewers and inlets. For the more rural areas outside of the central urban area, subbasin sizes will be increased but not excessively such that modeling accuracy is compromised.

All mapping (subbasin boundaries, soils, and land use) will be updated as well as all hydrologic modeling schematics. A comparison of revised discharges to original discharges under the various scenarios will be completed to allow evaluation of potential impacts the revised hydrology may have on the plan of improvements for the basin.

The development of the existing condition modeling in Frederick and Dacono will be billed separately between Task 4.1 for Frederick and Task 4.2 for Dacono.

## **Task 5 Future Condition Hydrologic Modeling (with On-Site Detention)**

The fully-developed condition models allow evaluation of the scenario where no capital drainage improvements are implemented while full development is attained in the basins with the prescribed on-site detention provided. The future condition models will set the stage for the evaluation of drainage improvement alternatives and development of regional storm water management plans, as well as the preparation of a model representing fully-developed conditions with Master Plan facilities.

The development of the future condition modeling in Frederick and Dacono will be billed separately between Task 5.1 for Frederick and Task 5.2 for Dacono.

## **Task 6 Evaluation Existing Drainage Facilities and Identification of Flooding Problems**

In conjunction with the inventory of new and/or updated existing facilities along the major drainageway(s) and additional facilities along secondary drainages a hydraulic analysis of these facilities will be completed. It is assumed that hydraulic analyses will be performed for up to 75 structures. The hydraulic analyses will include the evaluation of all road crossings, conveyance channels, and water control structures located along the major and identified secondary drainage channels. The hydraulic capacity of existing facilities will be determined and compared to the design flood events to determine the level of protection afforded by each structure for existing development and future development without regional improvements conditions.

Several tools should be used to facilitate the hydraulic analysis of existing facilities as well as the analysis and conceptual design of future improvements; these tools are not limited to but may include the following:

the U.S. Army Corps of Engineers' HEC-RAS computer model for simulation of backwater profiles and normal depth computations for irregular cross sections, as necessary, within the major drainage/conveyance channels or street systems; and

the Federal Highway Administrations' Hydraulic Toolbox computer program (i.e. HY-8) for culvert analyses.

## **Task 7 Development of Conceptual Storm Water Management Improvements**

### **Task 7.1 Formulation of Conceptual Stormwater Management Improvements**

Results of the previous (1999 MPD) and the updated (2020 MDP) hydrologic modeling and hydraulic evaluation efforts need to form the basis for formulation of alternative stormwater management improvements within the watershed. It should be assumed that the future

conditions with local/on-site detention (100-year future condition detained to the 100-year existing condition and 10-year future to 10-year existing) scenario will be utilized to evaluate facilities relative to the design criteria. Drainage improvements identified and/or implemented after completion of the 1999 MDP will be incorporated and assessed relative to the future discharges. In addition, drainage improvements identified as part of the 1999 MDP but not previously constructed will be re-evaluated and modified, as necessary. Specific drainageway structures which lack adequate conveyance capacity will be earmarked for improvement. The formulation of a conceptual plan to mitigate existing and potential flood hazard problems may include:

- Utilization of regional detention in addition to the required on-site/local detention facilities;
- Improvements to existing drainageways, road crossings, and outfall systems; potential enlargement of existing storm sewers; and construction of storm runoff conveyance channels which parallel irrigation ditches presently capturing storm runoff.

During the development of the concept plan, the following factors shall be initially considered:

- Feasibility of improvements to reduce or eliminate flood hazard problems; and
- Order-of-magnitude capital construction costs, land acquisition, and operation and maintenance costs.

The development of the concept plan shall also be tempered by more intangible issues related to corridor planning, including impacts to water quality, wetlands, potential loss of open space, and recreational opportunities. In addition, the stability of all conveyance facilities will be qualitatively evaluated with respect to the potential for erosion of the channel bed and banks.

Recommendations shall be made by the Project Team regarding the concept plan and viable options for optimizing the proposed system. It is anticipated that identification of the preferred plan will rest with the Town's Project Manager assisted by ongoing coordination with the Project Team throughout the formulation and evaluation process.

## **Task 7.2 Hydrologic/Hydraulic Evaluation and Proposed Condition Hydrologic Modeling**

Given the selected stormwater management improvements for the basin, a hydrologic/hydraulic evaluation will be completed for the facilities which represent the components of the plan. The 2020 Future Condition SWMM model developed in Task 5 will be updated with any new proposed drainage facilities. This will provide a basin-wide evaluation of the proposed system to ensure appropriate protection levels and capacities are provided.

## **Task 7.3 Conceptual Design of Improvements and Preliminary Cost Estimates, Easements and Land Acquisition**

Given the selected stormwater management improvements for the basin, conceptual designs shall be completed for the facilities which represent the components of the plan. Following the hydraulic evaluation of all proposed improvements, conceptual plans will be provided for each type of structure including: culverts, bridges, detention ponds and outlet structures, storm sewers and all appurtenant storm drainage structures. While only critical sizes, elevations, cross sections, and profiles will be provided as a part of this task, the conceptual design information will provide substantial guidance and facilitate future preliminary and final design efforts.

Conceptual cost estimates for the proposed regional drainage facilities will be compiled. Engineering design, construction and land acquisition costs for dedicated easements or rights-of-way for facilities associated with the preferred alternative will be estimated. Master planning cost spreadsheets shall be developed for each improvement in a standardized tabular format.

Every effort will be made to assign a complete dollar value to these cost analyses, but intangibles, such as potential recreational/natural benefits, may need to be included as narrative aspects of selected alternatives.

## **Task 8 Reporting**

A master planning document generally formatted utilizing MHFD's Electronic Planning Study (EPlan) Guidelines [Moser, December 2010] for an Outfall Systems Planning Study. All necessary backup information shall be included in the Project Notebook for the basin. Electronic copies of all hydrologic and hydraulic models will be provided as well as maps, GIS shape files, AutoCADD files, SWMM files and the report in a PDF format.

Each major basin's implementation plan (i.e., prioritization and phasing) shall be updated and presented in a tabular format. Each major basin implementation plan will then be incorporated into the Town's overall stormwater implementation plan (i.e. a separate summary across all completed basins).

All conceptual design drawings will be prepared, as required, in both hardcopy format and in a format compatible with the computer capabilities and software utilized by the Towns. Conceptual design information will be supplemented with narrative descriptions of the proposed facilities. This information and design drawings, combined with descriptive text, will be produced for a target audience of developers and planners, as well as engineers. An electronic file of the Master Drainage Plan will be provided.

Conceptual cost estimates for the improvements will be presented in spreadsheet format.

In conjunction with the Town's Project Manager, the format of the master plan document will be finalized and approved. A draft document will be prepared in enough detail to:

- Properly plan storm drainage conveyance facilities, detention ponds, and outlet facilities to allow the acquisition of needed right-of-way; and
- Allow the planning of new subdivisions and buildings with full knowledge of future drainage channel and storm sewer facility locations and characteristics.

A meeting will be held with Town Staff and any other interested stakeholders to present the draft MDP for review. Following review of the draft documents and incorporation of the comments generated by the Town's Project Manager and partnering communities, final documents will be prepared and submitted (one round of review, comments and document modifications is assumed).

### **Task 8.1 MS4 Permitting**

Task 8.1 includes addressing the area's future compliance with the MS4 Permit. The 2020 census numbers will show that the Town of Frederick has passed the population threshold for MS4 compliance. There have been concerns raised from the Frederick Board that as the Town moves forward with its stormwater management, it does so with the expected permit requirements in mind. The consultant should demonstrate knowledge of these requirements and identify in the final report where those requirements are to be expected. Specifically, as future improvements are identified and installed per the OSP, the Town(s) should be able to understand the MS4 Permit requirements associated with each improvement.

## **Task 8.2 Funding Evaluation**

Task 8.2 includes an evaluation of the current stormwater funding mechanism for each Town. As the OSP is completed and the list of improvements are identified, the Consultant should be able to discuss how each Town's current structure for funding these improvements can be effectively used and/or leveraged. Comparisons with other jurisdictions fees and funding mechanisms would be an expected deliverable.

## **Task 8.3 Implementation Policy**

Task 8.3 includes delivering a process for implementation of the OSP. The Consultant should identify how to effectively use this tool. Ideas that come to mind include legal policy adoption by the municipal leadership, incorporation into code, workshops with the public/developers, website delivery, etc. Comparisons with how other jurisdictions effectively use this tool.

## **Task 9 Public and Team Meetings**

Task 9 includes preparing for and attending a total of six public meetings, three for Frederick and three for Dacono. These meetings may include presentations to the Town of Frederick Board, City Council of Dacono, two public open house meetings/presentations (Frederick and Dacono), and/or other stakeholder meetings as designated by the Town of Frederick and the City of Dacono. The consultant will be expected to provide their project managers and a combination of Power Point, White board and other exhibit methods during these meetings.

In addition, the consultant should plan on attending six team meetings in Frederick, or Dacono. These meetings will be held to review significant milestones and present study findings and discussions with staff involved directly with the management of the project. The consultant should also plan in scheduling monthly "virtual" progress meetings via Teams, Zoom or other virtual platforms for the 18- month duration of the project.

# PART 3 – PROJECT REQUIREMENTS

## A. General Requirements

- The consultant must provide detailed written monthly progress reports throughout the duration of the design. The progress reports will be part of the billing submitted monthly.
- The consultant will be expected to provide a full range of design services. The final scope of work will be determined between the selected consultant and the Town during the contract negotiations period.

## B. Project Schedule (Anticipated)

- Request for Proposal Out to Bid-----May 4<sup>th</sup> , 2020
- Pre-Bid Meeting-----May 12<sup>th</sup>, 2020 (10:00 AM)
- Proposals Due at Town Hall-----May 29<sup>th</sup>, 2020 (4:00 PM)
- Staff Review-----June 1-5, 2020
- Shortlist Interviews-----June 11<sup>th</sup>, 2020
- Notice to Proceed (Design)-----June 24<sup>th</sup> , 2020
- Anticipated Completion----- December 31<sup>st</sup>, 2021

## C. Instructions to Consultants

### A. Submittal Requirements

1. Qualified consultants interested in performing the work described in this request for proposals should submit the following information to the Town in any order they choose. **Design Costs and/or Consultant Fees shall be submitted with the proposal and included in a separate sealed envelope.**
2. Qualifications of your firm and staff proposed to perform the work on this project.
3. A representative list of similar sized projects completed in the last five years.
4. Provide a scope of work for the proposed design work and construction administration and observation services. The scope of work may be revised with Town staff to formulate the final scope of work for the project.
5. References from three other projects with similar requirements that have been completed within the past five years and that have involved the staff proposed to work on this project.
6. Consultant's willingness to enter into the Town of Frederick Standard Contract Agreement included as part of the RFP.
7. The length of the proposal shall be limited to a total of 15 pages plus resumes of the personnel assigned to this project.
8. Submit a total of two hard copies and 2 digital (thumb drive) PDF copy of your proposal.
9. The RFP is available electronically at <http://www.frederickco.gov/administrative-services>  
The RFP will also be posted to Rocky Mountain E Purchasing.

10. **Proposals must be delivered to the Dacono City Hall, 512 Cherry Street, Dacono, CO 80514, no later than 4:00 PM (City Hall clock), May 29, 2020. Drop the Sealed Proposals / Cost and Fees Summary in the drop box at the west end of the parking lot.**
11. The Town of Frederick reserves the right to reject any and/or all proposals, to further negotiate with the successful consultant and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of the Town to do so. The total cost of preparation and submission shall be borne by the consultant. All information submitted in response to this request for proposal is public after the Notice of Award has been issued.

## **B. Contacts**

Questions related to the submittal requirements and procedures should be via email and directed to:

**Kevin Ash, P.E. –Town Engineer**

Town of Frederick  
720-382-5602  
kash@frederickco.gov

**Gary A Odehnal P.E. – City Engineer**

City of Dacono  
970-219-9821  
gary.odehnal@lamprynearson.com

# PART 4 – SELECTION PROCESS

## A. Selection Criteria and Method

A selection committee may include Frederick Engineering, Dacono Engineering, Public Works representatives, and City Manager / Town Manager.

### *Selection Criteria*

## B. Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

<b>WEIGHTING FACTOR</b>	<b>QUALIFICATION</b>	<b>STANDARD</b>
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
2.0	Availability	Are other qualified personnel available to assist if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?

## C. Reference evaluation (Top Ranked Firm)

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

<b>QUALIFICATION</b>	<b>STANDARD</b>
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effect?

# PART 5 – PROFESSIONAL SERVICES AGREEMENT

## Terms and Conditions

The successful consultant, upon award of a formal contract, shall be paid on a specific rate of pay basis, not to exceed a stipulated amount without a prior authorization. The consultant may submit invoices at monthly intervals for work satisfactorily completed. The amount of such partial payment shall be based upon certified progress reports and billings covering work performed.

## INDEPENDENT CONTRACTOR AGREEMENT

### Frederick-Dacono Stormwater Master Plan

### DOLA Project No.

**THIS INDEPENDENT CONSULTANT AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and \_\_\_\_\_ ("Consultant").

**WHEREAS**, The Town desires to engage the services of Consultant to provide the service more fully described in Exhibit A; and

**WHEREAS**, the Consultant wishes to become associated with the Town as an independent consultant; and

**WHEREAS**, the parties wish to memorialize their contractual relationship.

**NOW, THEREFORE**, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

## SECTION 1: PARTIES

1.01 Town. Town is a municipal corporation located in Frederick, Colorado.

1.02 Consultant. Consultant is a private, independent business who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Consultant shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Consultant shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.

1.03 Intent of the Parties. By this Agreement, Town and Consultant intend for Consultant to be an independent consultant in relationship to the Town and not the Town's employee. Consequently, Consultant will not be considered an employee or agent of the Town at any time under any circumstances, for any purpose.

## **SECTION 2: TERM, DUTIES, COMPENSATION**

2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of two (2) years unless sooner terminated as herein provided, and if necessary shall be submitted to the Town sixty (60) days prior to the expiration of the Agreement to consider renewal.

2.02 Duties and Compensation. The Consultant's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A ("Duties and Compensation"). Any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change.

2.03 Background Check. The Town may, at its' sole discretion, conduct a background check of Consultant, its owners and employees. Consultant agrees to execute any forms necessary to facilitate the background check.

## **SECTION 3: OPERATIONS**

3.01 Expenses: The Consultant shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Consultant each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

## **SECTION 4: INSURANCE AND INDEMNITY PROVISIONS**

4.01 Insurance. Consultant shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Automobile Liability - \$1,000,000
- c) Workers Compensation

Each liability insurance policy shall name the Town as an additional insured. Consultant shall furnish an original counterpart of such insurance policy to the Town upon the Town's written request. Consultant shall also furnish to the Town appropriate certificates for such insurance which shall include a commitment by each insurance company to notify the Town in writing of any material change, expiration or cancellation of the insurance policy required hereunder not less than thirty (30) days prior to such change, expiration or cancellation becoming effective. In addition to the above, Consultant shall obtain and keep in force during the term hereof such insurance required by any law or regulation, or prudent business practices.

4.02 Damage and Indemnity. Consultant assumes responsibility for damages caused by Consultant's exercise of its activities as authorized by this Agreement in the event that Consultant's activities are negligent. Consultant agrees that it will protect, indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting from negligent acts of Consultant or any invitees, guests, agents, employees or subcontractors of Consultant.

## **SECTION 5: TERMINATION**

5.01 Termination. Either party upon fifteen (15) days prior written notice may terminate this Agreement with or without cause.

a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.

b) Upon termination by either party, Contractor shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, plans, or other items provided by Town to the contractor in conjunction with this Agreement.

## **SECTION 6: MISCELLANEOUS**

6.01 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Consultant and Town is one of employment rather than independent Consultant, this Agreement shall become null and void in its entirety.

6.02 Conflicts of Interest; Non-hire Provision. Consultant is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party. During the term of this agreement, the Consultant shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Town. For a period of six months following any termination, the Consultant shall not, directly or indirectly hire, solicit, or encourage to leave the Town's employment, any employee, consultant, or consultant of the Town or hire any such employee, consultant, or consultant who has left the Town's employment or contractual engagement within one year of such employment or engagement.

6.04 Independent Consultant. This Agreement shall not render the Consultant an employee, partner, agent of, or joint venture with the Town for any purpose. The Consultant is and will remain an independent consultant in their relationship to the Town. The Town shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability

benefits, unemployment insurance benefits, or employee benefits of any kind.

**IMPORTANT NOTICE: Independent Consultant is not entitled to unemployment insurance benefits unless Independent Consultant or some other entity provides unemployment compensation coverage. Independent Consultant is obligated to pay federal and state income tax on any moneys paid pursuant to the this contract.**

6.05 Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant certifies that (i) Consultant does not knowingly employ or contract with any illegal aliens; (ii) Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United State; and (iii) Consultant shall not enter into a contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of this provision, Town may terminate this contract for cause and Consultant shall be liable for actual and consequential damages to the State. A Consultant that operates as a sole proprietor hereby swears or affirms under penalty of perjury that Consultant (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

6.06 Ability to Bind the Other Party. Neither Town nor Consultant is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.07 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

6.08 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.09 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.10 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.

6.11 Assignment and Subcontracting. Consultant may not delegate, assign or subcontract all of any part of its duties and obligations hereunder without obtaining the Town's prior written consent.

6.12 Waiver of Conditions. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Town acceptance of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the quality or technical accuracy of the work. Town's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to Town under this Agreement. Consultant may not waive all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.

6.13 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town at a public meeting. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing.

6.14 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto, their respective successors and assigns, and as otherwise expressly stated herein.

6.15 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

6.16 Acknowledgment of Review. Consultant hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN  
Town of Frederick, Colorado

CONSULTANT  
[...]

By \_\_\_\_\_  
Bryan Ostler (Date)  
Town Manager

By \_\_\_\_\_  
(name) (Date)

ATTEST:

\_\_\_\_\_  
Meghan Martinez, Town Clerk

# EXHIBIT A

## DUTIES AND COMPENSATION

DUTIES:

[...]

SCOPE OF WORK:

[...]

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Town shall pay the Consultant a sum not to exceed [...] dollars (\$[...]), to be paid monthly upon presentation to the Town of Consultant's monthly invoice.

**EXHIBIT B**  
**CONSULTANTS ADDITIONAL RATE SCHEDULE**