

**Request for Qualifications(RFQ)**  
**Town of Oak Creek, Colorado**  
**Professional Engineering Services**  
**December 1, 2024**

The Town of Oak Creek (Town) is soliciting statements of qualifications from qualified engineering firms that have experience and support capabilities to provide professional engineering and consulting services for a variety of water-and wastewater-related projects and operations, and specifically final design and construction oversight services for the next phase or phases of the Town’s water distribution system and associated improvements.

**Background and Objectives**

The Town is a statutory town located in south Routt County, Colorado with an elevation of approximately 7,400 feet above sea level. Current population is estimated at 859 people. The Town owns and operates water and wastewater utility enterprises that currently services approximately 450 service tap connections. There are several businesses located within the service area including general retail and restaurant uses along Main Street and a light industrial area in the Arthur Avenue area. The Town also houses the South Routt Middle & High Schools with an enrollment of approximately 100 students and the South Routt School District administrative offices.

The Town’s water and wastewater facilities are comprised of water distribution and wastewater collection lines, a microfiltration water treatment plant designed to handle up to 1.0 MGD, a 0.25 MGD screening facility with bar screen, mixed bed bio-reactors and aeration, 0.408 MG of potable water storage, 986 ac-ft of storage rights in Sheriff Reservoir, storage capacity in Oak Creek Reservoir and various diversion structures and pump stations.

Currently, the Town does not have the need, or the financial resources, to employ a full-time engineering staff. However, periodically, the Town needs professional consulting and engineering assistance with planning, surveying, designing and constructing water- and wastewater-related improvements and consulting services involving the daily operation of the Town’s treatment plants and collection and distribution systems. Specifically at this time with regard to the water and wastewater systems, the Town is involved in the development of:

- Final design and construction oversight services for the next phase or phases of the Town’s water distribution system and associated improvements (Project).

The Town completed a Water Distribution System Replacement Phasing Plan (Plan) in 2016, and a copy of the Plan map is attached as Exhibit A. The Town undertook and completed the first phase along Main Street identified therein in 2017, and since that time has only implemented repairs in other areas. It should be noted that the timing of all or part of phases may have been re-prioritized since the Plan’s initial development to take into account additional information or circumstances unknown at that time.

The Town will be submitting a funding application to the State of Colorado, Department of Local Affairs, support the final design and construction oversight services of the Town’s water distribution system and associated improvements anticipated herein in early 2025. The Town would like to solicit and procure the services of a local engineering firm or firms that is/are experienced in the services requested, and is willing to work on an as-needed basis subject to available funding. The award will be made to qualified firm or firms through this formal RFQ competitive selection process.

**Scope of Services**

The Town expects the next steps in the work related to the Project will include preparing final design documents, assisting with funding applications including State Revolving Fund Loan Application(s) and

Energy Impact Assistance Fund program application(s); preparing final Plans and specifications; CDPHE permitting; preparation of bid documents, assistance with bid process and contractor selection; preparation of contract documents; funding administration; and construction oversight including contract administration and quality control inspections.

Additionally and at the direction of the Town's Board of Trustees, Administrator/Clerk and Public Works Director, the successful firm will provide specified professional services to the Town for the term of the agreement. Generally, such services may include, but are not limited to:

- Preparing concept reports, feasibility studies, cost estimates, proposed funding plans, and other written materials regarding various ongoing or contemplated Town projects.
- Assisting in the procurement of funding for various ongoing or contemplated projects.
- Provide professional engineering services in planning, designing and/or project management construction Town-related projects.
- Advising and/or representing the Town on various matters concerning ongoing or contemplated developer-driven improvements.
- Preparing specifications, detailed construction drawings, contract documents, legal surveys for rights-of-way and easements, and financial progress reports for ongoing or contemplated water/wastewater projects.
- Reviewing new development projects such as proposed subdivisions and annexations, including review of construction drawings, engineering specifications, and plats related to the development. Inspecting infrastructure or assisting the Town with inspection services related to new development and performing warranty inspection walk-throughs.
- Assisting in the solicitation, analysis, and procurement of contractors to perform construction and/or other services related to various ongoing or contemplated water and wastewater projects.
- Providing on-site or off-site direction and evaluation of quality control for various Town projects, conducting periodic inspections, and preparation and submission of reports regarding the progress of various projects to, or on behalf of, the Town.

All services shall be performed exclusively in the best interest of the Town, in accordance with all applicable professional, statutory, and regulatory standards and codes, and in the most efficient and cost-effective manner practicable.

#### **Ownership of Work Products and Transfer of Records**

It is the intent of the Town that the firm's work effort be conducted in a manner that maximizes the Town's flexibility regarding follow-up studies or design-related efforts and other Town projects. Software programs that would be necessary to achieve this shall be made available to the Town.

All work products, including all electronic and non-electronic records, maps, plans, notes, data files, drawings, studies, calculations, sketches, and other documents produced or generated on behalf of the Town by any individual or firm are the property of the Town and shall be provided to the Town upon completion and prior to final payment.

All documents, reports, drawings, information (verbal or written), and other data (collectively "Proprietary Information") furnished to the engineering firm by the Town shall be the sole property of the Town and shall not be sold, licensed, transferred, disclosed or otherwise made available to any person or firm without the written consent of the Town.

All project deliverables shall be required to be delivered to the Town in hardcopy and electronic (original software and PDF) format.

## **Required Content of Proposal**

The statement of qualifications and the performance data should include the following number of items:

1. Cover Letter

A cover letter shall be provided to explain the firm's interest and why the Firm is uniquely qualified to be the selected engineering firm. The letter shall contain the name/address/phone number/email of the person who will serve as the engineering firm's principal contact person with Oak Creek and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The letter shall bear the signature of a person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the engineering firm agrees to all requirements herein.

2. Overview of the Firm

Name and location of the firm; average number of employees of the firm; the firm's organization; the education, training, qualifications, licenses and role of the primary Town contacts; and other key members of the firm who may be assigned work under the Town agreement.

3. Overview of Capabilities

Relevant projects and experience of the firm reflecting technical capabilities, project experience and permitting experience in conjunction with water and wastewater improvement projects for communities of similar size, and addressing the scope of services. Information related to the firm's design considerations and approach to project delivery should be included.

4. References

The name, organization, email and phone number of three (3) municipal clients who may be contacted who have worked with the proposed primary contact.

5. Additional Data (optional)

Provide any additional information that will aid in evaluation of the firm's qualifications.

6. Fees

Provide a fee schedule or schedule of hourly rates for the primary contact and other key members of the firm that may be assigned Town work projects. A schedule for reimbursable costs should also be included. The Town will work with the selected firm to develop a time-and-materials basis with a cost- not-to-exceed without prior authorization on assigned projects.

7. Insurance

Proof of liability insurance and limits.

8. Conflict of Interest

Potential conflict of interest with other clients, if any.

## **Proposal Submission**

Proposals must be received on or before Wednesday, January 8, 2025 at Noon (12:00 p.m.) Entities must allow sufficient delivery time to ensure receipt of the materials by the time and date specified. There will not be a public opening as there may be discussions by the Town with one or more firms after submittals are received.

Proposals are to be addressed or emailed to:

Mary Alice Page-Allen  
Interim Town Administrator/Clerk  
PO Box 128  
129 Nancy Crawford Blvd  
Oak Creek, CO 80467  
[clerk@townofaokcreek.com](mailto:clerk@townofaokcreek.com)

### **Rejection of Submissions**

The Town reserves the right to reject any or all proposals, to waive informalities and irregularities in the proposals received, and accept any portion of any proposal if deemed in the best interest of the Town.

### **Ownership of Materials**

All materials submitted regarding this RFQ become the property of the Town and will only be returned at the option of the Town. Information submitted is subject to the Colorado Open Records Act.

### **Incurring Cost**

The Town is not liable for any cost incurred by entities prior to executing a contract or written authorization.

### **Selection Process**

Proposals will be evaluated by the Town's Board of Trustees, Interim Town Administrator/Clerk and Public Works Director based on:

- Responsiveness of submittal to this RFQ.
- The competence to perform the services as reflected by education, technical training, general engineering experience, and specific experience in providing the services outlined herein, particularly water and wastewater infrastructure.
- A demonstrated ability to perform the services in a timely manner when requested, as reflected by workload and availability of adequate local personnel.
- Past performance with water and wastewater engineering services for small systems in Colorado as reflected by past clients with respect to such factors as cost control, quality of work, ability to meet deadlines and address problems.
- Overall costs for professional services.

Prior to the award of a contract and subsequent to the submission of proposals, the Town reserves the right to enter into negotiations or discussions with the top-rated firm(s) and will not negotiate with lower rated firms unless negotiations with higher rate firms have been unsuccessful and terminated. Such discussions in no way create a binding contract between the Town and engineering firm(s). There will be no binding agreement with the Town until a formal written agreement has been approved by both parties. The Town reserves the right to select or short-list any firm's proposal that, in the Town's sole opinion and discretion, is the most advantageous to, and in the best interests of, the Town.

### **Proposal Deadline**

The Proposal for Professional Engineering Services must be received by Noon (12:00 p.m.), Wednesday, January 8, 2025 by Mary Alice Page-Allen, Interim Town Administrator/Clerk, PO Box 128, 129 Nancy Crawford Blvd., Oak Creek, CO 80467, [clerk@townofaokcreek.com](mailto:clerk@townofaokcreek.com)

### **Inquiries**

Inquiries can be directed to Mary Alice Page-Allen, Interim Town Administrator/Clerk, [clerk@townofaokcreek.com](mailto:clerk@townofaokcreek.com) (preferred) or by phone at (970) 736-2422. Questions concerning the nature of

the engineering services and the Town's expectations for submittals must be submitted and received by Thursday, January 2, 2025 at 4:00 p.m.

### **Selection Committee Review and Award of Contract**

Review by the Selection Committee will be on or before January 15, 2025 and the Town anticipates announcing the selection on January 23, 2025 to all firms having submitted Proposals/Statements of Qualifications. Alternatively, the Selection Committee may choose to "short-list" a number of engineering firms for interview or to request additional information. If a short-list is announced, the Town will announce the short-list to all firms having submitted Proposals/Statements of Qualifications and provide the schedule for further selection activities to the firms selected for the short-list. Oak Creek reserves the right to amend the schedule, as needed.

### **Other Provisions**

- A. **Implementation Agreements:** After award to specific firm(s), Oak Creek and firm will negotiate such implementation agreements as may be required. Failure to execute such agreements within sixty (60) days of award shall permit Oak Creek to revoke the award and negotiate with another firm that submitted a proposal for the RFQ.
- B. **Conflict of Interest:** No public official and/or Town employee shall have interest in any contract resulting from this RFQ.
- C. **Cancellation of Solicitation:** Any solicitation may be canceled by Oak Creek or any solicitation response by an engineering firm may be rejected in whole or in part when it is in the best interest of Oak Creek.
- D. **Employment Discrimination:** During the performance of any services per agreement with the engineering firm, agrees to the following conditions:
  - i. The engineering firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. The engineering firm, in all solicitations or advertisements for employees placed by or on behalf of the engineering firm, shall state that such engineering firm is an Equal Opportunity Employer.
  - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. **Immigration Reform and Control Act of 1986 and Immigration Compliance:** The engineering firm certifies that it does not and will not during the performance of the contract employ undocumented immigrant workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado
  - i. C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).
- F. **Ethics:** The Engineering Firm shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official, or agent of Oak Creek.
- G. **Force Majeure:** The engineering firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

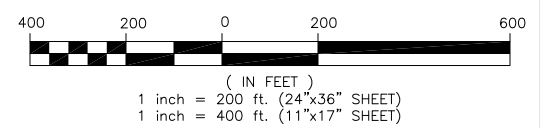
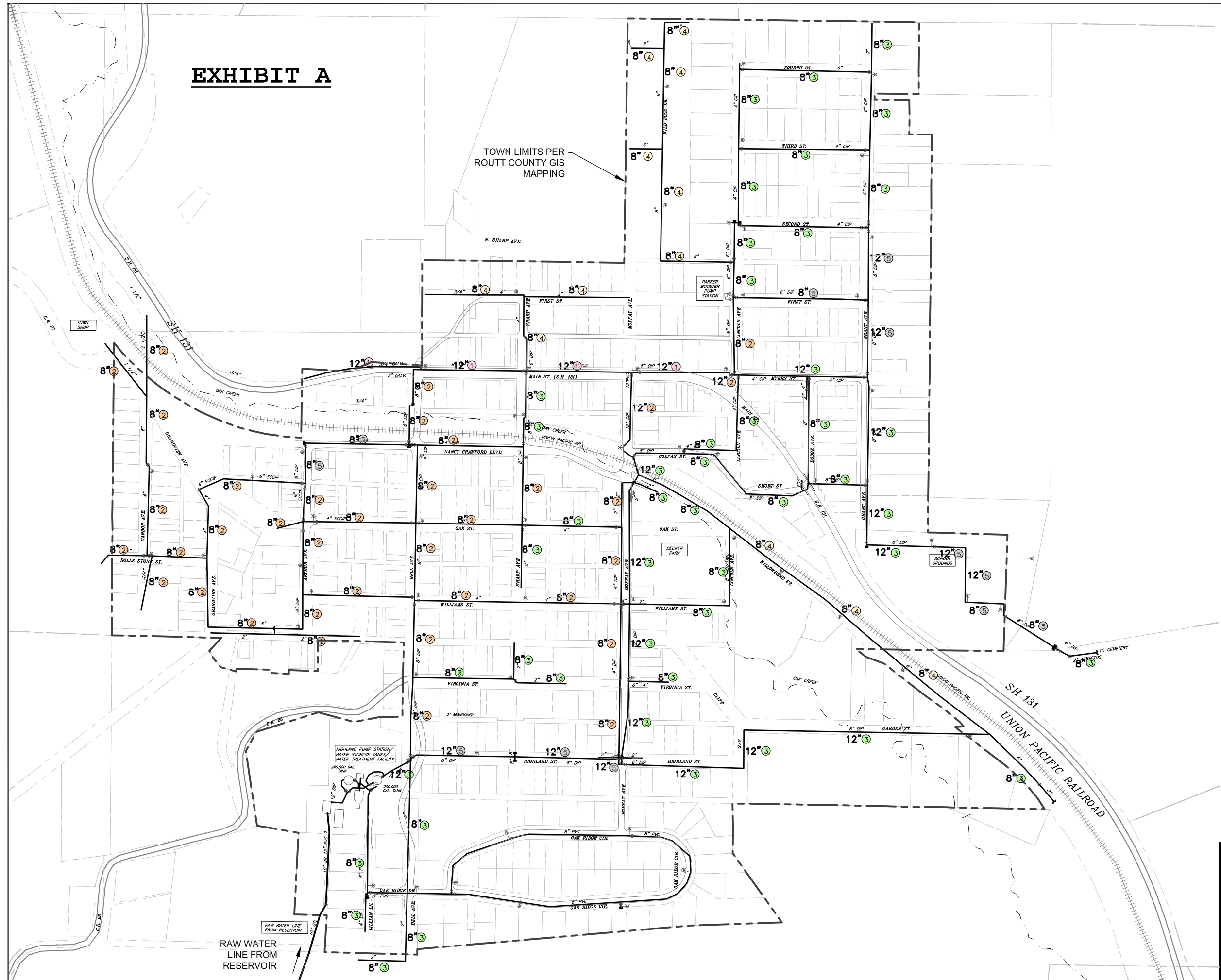
- H. **Venue:** Any agreement because of responding to this RFQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the Routt County, Colorado.
- I. **Expenses:** Expenses incurred in preparation, submission and presentation of this RFQ are the responsibility of the company and cannot be charged to Oak Creek.

# EXHIBIT A

TOWN LIMITS PER  
ROUTT COUNTY GIS  
MAPPING

- LEGEND**
- ① 1 - 5 YEARS
  - ② 6 - 10 YEARS
  - ③ 11 - 15 YEARS
  - ④ 16 - 20 YEARS
  - ⑤ 21 - 25 YEARS

8", 12" PROPOSED PIPE DIAMETER, TYP.



Copyright CIVIL DESIGN CONSULTANTS, INC. 2016

Date: 3/31/16	<p><b>TOWN OF OAK CREEK</b></p> <p><b>WATER DISTRIBUTION SYSTEM REPLACEMENT PLAN PHASING</b></p> <p><b>Civil Design Consultants, Inc.</b> Engineers and Planners 2145 Resort Drive, Suite 100 Steamboat Springs, CO 80487 Tel (970) 879-3022 • Fax (970) 879-3028</p>
Drawn: LM	
Designed:	
Scale: As Noted	
<p>EXHIBIT PROJECT NO. 221.061A</p>	

RAW WATER  
LINE FROM  
RESERVOIR