

# CITY OF CHERRY HILLS VILLAGE

2450 E. Quincy Avenue  
Cherry Hills Village, CO 80113  
www.cherryhillsvillage.com

Village Center  
Telephone 303-789-2541  
FAX 303-761-9386

## REQUEST FOR PROPOSALS HIGH LINE CANAL STORMWATER CAPITAL IMPROVEMENTS AND OPERATIONS ANALYSIS

### INVITATION/SCOPE:

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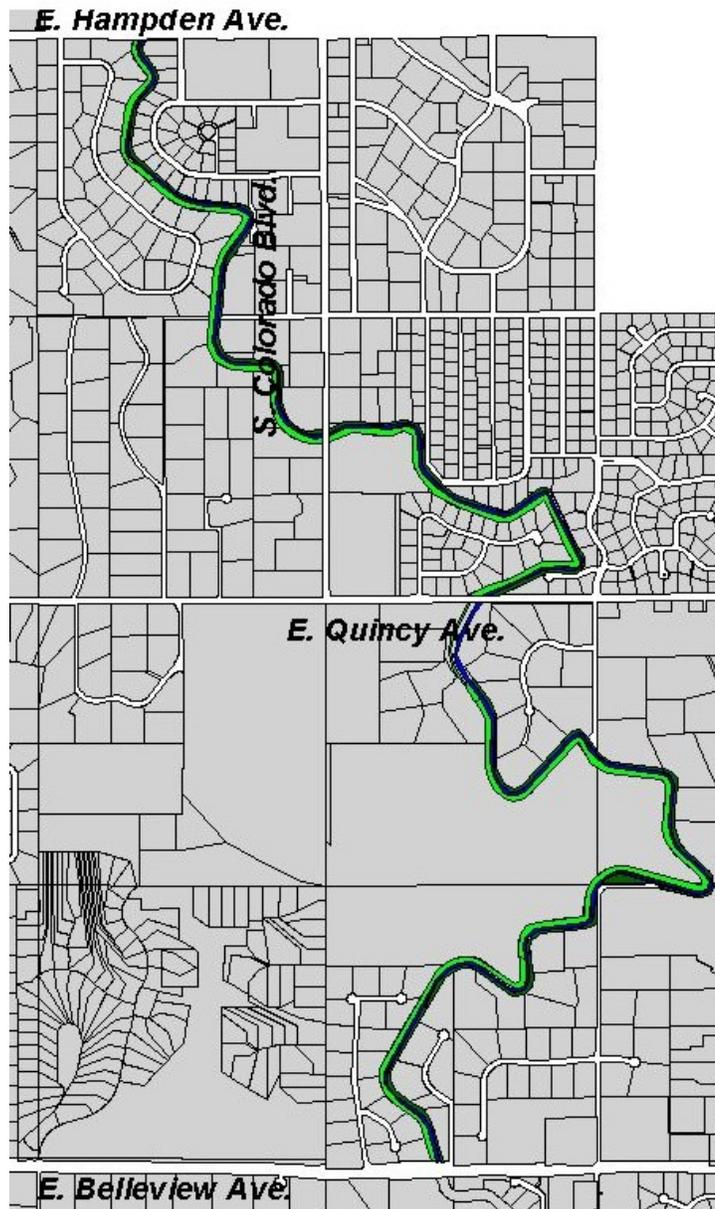
The City of Cherry Hills Village (“City”) is soliciting proposals from competent firms to perform a comprehensive analysis of the *High Line Canal Stormwater and Operations Master Plan* (“[Master Plan](#)”, dated 2018) as it pertains to the segment of Canal within Cherry Hills. The Master Plan documents and details the development of the hydrologic and hydraulic models of High Line Canal (“Canal”), identifies locations where stormwater is currently expected to overtop during large storm events, and recommends various alternatives to either mitigate or prevent these spills from occurring. The Master Plan also presents recommendations for operation of the Canal for water quality treatment while preserving the capability of the Canal to convey stormwater and support flood control operations.

The City is seeking further analysis of the Master Plan as it pertains directly to the three-mile segment of the Canal within Cherry Hills Village (“Village”), as well as helping the Village craft short- and long-term strategies for capital improvements and annual maintenance of this segment of the High Line Canal. The Master Plan explores the analysis associated with utilizing the Canal for stormwater purposes but cannot be construed as acceptance or approval of the drainages analyzed or improvements recommended. The City desires to know what additional considerations are necessary to transition the City’s segment of the irrigation canal to a stormwater channel and how to address certain considerations to accomplish that goal. Such considerations include water rights implications, adverse impacts due to overtopping, whether downstream improvements are needed, and both the capital and long-term management and maintenance costs that will be required for the City to assume responsibility for operations and maintenance of the Canal within Cherry Hills Village from Denver Water, owner of the Canal.

The City desires a comprehensive analysis of the stormwater infrastructure improvements, including water quality berms, outfalls, and constructed overflows, within its boundaries that the Master Plan proposes to ensure that they can be constructed safely and what, if any, improvements will need to be made downstream to ensure that no adverse impacts will occur to properties or persons. The analysis should include modeling of these areas beyond what was completed in the Master Plan to ensure safety, constructability, and ease of maintenance. Additionally, the City is seeking a detailed cost model verifying the costs outlined in the Master Plan for the construction and maintenance of: (1) the proposed improvements; and (2) the entire High Line Canal conveyance channel, including the ditch and bank vegetation, within the municipal boundaries, as the City will become responsible for these costs if the stormwater

improvements are constructed. Further, the City is seeking guidance on possible phasing and timing plans for the capital projects, based on prioritization determined during the analysis process. The City desires to contract with a firm that can provide a comprehensive analysis to be utilized to plan for construction and operational costs and budget allocations in the future. Once an acceptable analysis and cost model has been developed, the City can make informed decisions.

### HIGH LINE CANAL IN CHERRY HILLS VILLAGE



\*This map is not intended to show the scope or boundaries of the work outlined in the RFP and is for reference only.

## CALENDAR:

September 1, 2021	Publish Request for Proposals
September 24, 2021	Question Deadline - If questions/clarifications are raised, an addendum to answer submitted questions will be issued on Rocky Mountain E-Purchasing System.
October 1, 2021	City will provide answers and clarifications no later than this date via Rocky Mountain E-Purchasing System.
October 20, 2021	Proposals due by 4:00 PM

Registration; Rocky Mountain E-Purchasing System (RMEPS) at:

<https://www.bidnetdirect.com/colorado> to distribute official copies of the Documents for use in preparing Proposals. Proposers will be required to register with the website to download the RFP documents and Addenda and to receive all notifications. If you experience problems with the RMEPS website, please call 1-800-677-1997, extension 214 or 221, for assistance. There is no charge by RMEPS for this service. Proposers are required to acknowledge all Addenda with their Proposal and are encouraged to view the Addenda posted on RMEPS prior to submitting a Proposal. Questions regarding the RFP shall be submitted through RMEPS.

Written proposals (5 bound paper copies and 1 electronic copy on a thumb drive) must be submitted to Jay Goldie, Deputy City Manager, City of Cherry Hills Village, 2450 E. Quincy Avenue, Cherry Hills Village, CO 80113. Electronic submissions will not be accepted. Proposals will be accepted until 4:00 p.m. (City clock), October 20, 2021, at the address stated above. Late proposals will not be accepted. Any proposal(s) received after the scheduled time for closing will be returned to the proposing firm unopened. It is the sole responsibility of the proposing firm to ensure that its proposal is received on time.

The City reserves the right to accept or reject any and all submissions. Please also see General Terms and Conditions, below. The Request for Proposals does not bind the City to accept a submittal when, in the City's sole discretion, the City determines not to do so.

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## COMMUNITY PROFILE:

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The City of Cherry Hills Village, Colorado is located in northwest Arapahoe County and is bounded on the west by the City of Englewood, the north and east by the City and County of Denver, and to the south by the City of Greenwood Village. The Village consists of approximately 6 ½ square miles in total land area. The Village has a population of approximately 5,987 residents based on the 2010 Census. The community is predominately residential and consists of approximately 2,150 households.

## BACKGROUND:

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The **High Line Canal** is one of the longest and most spectacular linear parks in the nation. It spans 11 governmental jurisdictions from Waterton Canyon in Douglas County to Green Valley Ranch in Northeast Denver. Its cottonwood banks weave through residential neighborhoods, public parks, golf courses, cemeteries, commercial and industrial lands, and over and under urban thruways, all while offering those traveling its banks a slice of nature in the City.

The Canal is a 71-mile long canal channel, with a corresponding service road, that twists through the Denver metro region. The corridor is 100 feet wide in most sections and varies in landscape throughout its reach from Waterton Canyon in Douglas County to Green Valley Ranch in Northeast Denver. Currently, the Canal is managed by Denver Water. In addition, each of the jurisdictions has a recreational lease agreement and related intergovernmental agreement with Denver Water to maintain the recreational trail portion of the corridor, while Denver Water continues to maintain the canal channel. There are seven agencies with recreation use agreements that are responsible for maintaining the High Line Canal Trail. These agencies are: Douglas County; Highlands Ranch Metro District; South Suburban Parks and Recreation District; Greenwood Village; Cherry Hills Village; Denver; and Aurora.

The City of Cherry Hills Village has been involved with the High Line Canal planning and transition since 2011, when Arapahoe County initiated the High Line Canal Working Group. The City intends to continue to be a partner in the future management of the High Line Canal as it is an important trail corridor regionally as well as locally within the City's trail network.

Current stormwater projects are underway in Centennial, Greenwood Village, Littleton, Denver, and the *Solstice* development in Douglas County. These projects may provide some insight to aid in the analysis Cherry Hills Village is seeking through this RFP. The High Line Canal Conservancy is working with Denver Water, Mile High Flood District, and local jurisdictions to advance stormwater solutions in the Canal for both existing and new conditions. These projects are all part of the Stormwater Transformation and Enhancement Program (STEP) that will bring a new life to the High Line Canal in the future. The two main goals of STEP are:

1. Plan for and implement stormwater management projects in the Canal that transform it into a stormwater management system.
2. Develop a collaborative management, maintenance, financial and operational model to advance stormwater projects in the Canal.

More information about STEP is available online at <https://highlinecanal.org/stormwater/>

The analysis being sought by this RFP is to ensure that the City can implement the recommended stormwater improvements within the guidelines of the STEP and identify all the

costs related to the construction and long-term maintenance of the improvements and the entire canal channel within the City limits, including;

- Implementation of the recommend improvements outlined in High Line Canal Stormwater Mater Plan.
- Downstream impacts and needed or required improvements.
- 404 permitting requirements.
- Water rights considerations.
- Capital construction costs including design and engineering and a phasing plan based on prioritization determined during the analysis process.
- Analyze the Canal’s capacity (within the City limits) to accept additional stormwater flows once the improvement recommended in the Master Plan are implemented.
- Yearly maintenance costs including, the Canal ditch to ensure safe passage of stormwater, tree and vegetation care, noxious weed mitigation and any recommended stormwater and downstream improvements. The cost analysis needs to be all inclusive of the costs related the High Line Canal right-of-way within the City’s jurisdiction.

The City desires a comprehensive analysis of the proposed stormwater improvements including capital costs and ongoing maintenance costs of the entire High Line Canal right-of-way within the City’s jurisdiction. The final document needs to be presented a manner that is both technically accurate and easily utilized by the City as a planning and budgetary long range strategic action plan.

AVAILABLE DOCUMENTATION:

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The referenced Master Plan and other studies are available on the High Line Canal Conservancy website at <https://highlinecanal.org/stormwater/#> High Line Canal Channel Maintenance Scope being utilized by other partners (Attachment 3).

REQUESTED INFORMATION:

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The City is seeking information regarding the firms’ qualifications and proposals to perform the tasks outlined in this request including:

1. The business practices of the responding firm. Please include the qualifications of the firm as well as the qualifications of the staff and subcontractors that will be performing the work, including previous experience and licenses.
2. Examples of similar projects in which the firm(s) have been involved.
3. An explanation of how the responding firm would develop this type of analysis and study.
4. Any potential issues that should be addressed prior to design and implementation of a comprehensive analysis.
5. Provide a list of any legal proceedings (including lawsuits, arbitration, mediation, or professional or regulatory proceedings) against your firm or employees of your firm

who may be providing services to the City, and the disposition of each proceeding, for the last five years.

6. List of other municipalities the firm has worked with in the past.
7. Disclose any potential conflicts of interest.
8. A detailed explanation of work showing an understanding of the stated scope.
9. A detailed proposed project schedule.
10. A comprehensive bid for the work outlined in the RFP and proposed scope of work.

#### **GENERAL TERMS AND CONDITIONS:**

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1. All proposing firms shall comply with all conditions, requirements, and specifications contained herein. Any departure constitutes sufficient cause for rejection of the proposal.
2. A duly authorized official of the proposing firm must sign the submitted proposal.
3. No proposal will be accepted from any person, firm, or corporation that is in arrears upon any obligation to the City or that otherwise may be deemed irresponsible or unresponsive by the City staff or City Council.
4. Only one proposal will be accepted from any one person, firm, or corporation.
5. All prices quoted must be firm for a period of 90 days following the opening of the proposal.
6. The City reserves the right to undertake its own investigation to evaluate a firm.
7. All submittals become the property of the City upon receipt and will not be returned. Selection or rejection of the submittal will not affect this right.
8. The City operates under public disclosure laws as part of normal procedures. Proprietary information must be identified and will be protected as far as legally possible subject to the discretion of the City pursuant to Colorado law. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by a proposing firm.
9. Cost of developing the submittal, attendance at an oral interview (if required) or any other such costs are entirely the responsibility of the candidate and shall not be reimbursed in any manner by the City.
10. Failure to conform to the submittal rules, including failure to respond to each item in the Requested Information Section of this RFP, may lead to the rejection of the proposal. The submittal should contain all information necessary to evaluate the firm.
11. The successful firm shall not, at any time, permit any individual employed by the City to benefit because of the financial interest in the firm, any affiliate of the successful candidate, or any candidate subcontractor.
12. The proposing firm shall include, as a part of the proposal, the completed Disclosure Statement attached to this RFP as Attachment 1, regarding any potential or existing conflict of interest.
13. The final selection will be based on the City's evaluation of the written proposal, including oral and written responses of client references.

14. The selected firm shall be an independent contractor and the City shall be neither liable nor obligated to pay that entity sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment.
15. The City will expect to enter into a written contract for services with the selected firm, upon terms negotiated between the parties.
16. Candidates are advised that City contracts are subject to City Council funding and approval, and will contain provisions required by state law, in the reasonable discretion of the City.
17. The City may, at its sole and absolute discretion, reject all, or parts of any or all, proposals submitted by prospective firms; re-advertise this Request for Proposals; postpone or cancel the review and decision-making process for this Request for Proposals; extend the deadline for the receipt of proposals; waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this RFP or in proposals received in conjunction with this RFP; determine the criteria and process whereby proposals are evaluated and awarded; negotiate with one or more proposers regarding desired modifications in the proposed work; and to award the proposal to the most responsive and responsible firm as deemed in the best interest of the City. No damages, attorney fees, or costs shall be recoverable by any challenger as a result of these determinations or decisions by the City.
18. Selected consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the consultant to be sufficient to meet or exceed the consultant's minimum statutory and legal obligations arising under this Agreement. Such insurance shall be endorsed to name the City as a Certificate Holder. Consultant shall provide the City with a certificate of insurance prior to the commencement of the services under this Agreement, and consultant shall provide the City a copy of such insurance policy or policies upon request by the City. Consultant understands and agrees that the City's insurance does not provide coverage for any consultant.

Attachment 1:	Disclosure Statement
Attachment 2:	Draft Professional Services Agreement
Attachment 3:	High Line Canal Channel Maintenance Scope

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**ATTACHMENT 1**

**DISCLOSURE STATEMENT**

As a condition for consideration vendor must disclose any conflict of interest with the City of Cherry Hills Village, including, but not limited to, any relationship with any City of Cherry Hills Village elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Cherry Hills Village elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS

Yes / No      Circle One

RELATIONSHIP EXISTS (Please explain the relationship if yes is circled above)

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I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment.

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Print Name

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Title

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Signature

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**ATTACHMENT 2**

Draft Professional Services Agreement – Separate Document

**ATTACHMENT 3**

High Line Canal Channel Maintenance Scope – Separate Document

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