

PUEBLO DAM HYDROELECTRIC PROJECT

Progressive Design Build

Request for Proposals

March 24, 2016



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Pueblo Dam Hydroelectric Project

Request for Proposals

Section 1. Background

1.1 Introduction

The Southeastern Colorado Water Conservancy District in partnership with Colorado Springs Utilities and the Board of Water Works Pueblo (Owner or District) is requesting proposals from qualified design-build (DB) firms to provide design-build services for the **Pueblo Dam Hydroelectric Project** (Project). The Project will include the design and construction of a 7 MW hydroelectric facility and associated electrical interconnect facilities near Pueblo Dam.

The Owner invites Proposals according to the requirements set forth in this RFP, including the format and content guidelines in Section 5. The Proposals will be reviewed and evaluated using the single-step, best-value selection process described in Section 6. The capitalized terms in this RFP have the meanings as first used in the text of this RFP and as defined in Attachment A (Definition of Terms).

The Project is to be designed and constructed in two phases using the progressive design-build delivery method:

- Phase One: Prepare design to **60% complete**, as defined in Attachment B (Scope of Design-Builder Services), and a guaranteed maximum price (GMP) proposal.
- Phase Two: Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support (if GMP is approved by the Owner in Phase One)

At completion of the evaluation process, the **Southeastern Colorado Water Conservancy District** (Owner) will select a Proposer to award, or enter into negotiations for award of, the Progressive Design-Build Contract [see Attachment C (Draft Progressive Design-Build Contract)].

This RFP is subject to revision after the date of issuance via written addenda. The Request for Proposal, reference documents, and any such addenda will be posted on the Southeastern Colorado Water Conservancy's web site (not distributed directly to potential Proposers) at www.secwcd.org. It is each Proposer's responsibility to obtain all RFP addenda prior to submitting its Proposal.

In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

1.2 RFP Organization

This RFP consists of seven Sections and seven Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Progressive Design-Build Services
- Section 4: Procurement Process
- Section 5: Proposal Submission Requirements
- Section 6: Proposal Evaluation and Selection
- Section 7: Conditions for Proposers
- Attachment A: Definition of Terms
- Attachment B: Scope of Design-Builder Services
- Attachment C: Draft Progressive Design-Build Contract
- Attachment D: Project Background Documents
- Attachment E: Project Technical Requirements
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- Attachment F: Fee and Rate Proposal Form

The contents of the RFP Attachments take priority over any conflicting statements in the RFP Sections.

Certain project background documents are being made available as Attachment D (Project Background Documents) for the purpose of preparing Proposals. The Owner is providing these documents only for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which the Design-Builder may rely on such background documents is set forth in Attachment C (Draft Progressive Design-Build Contract).

1.3 Owner's Objectives

The Owner's objectives for delivery of the Project are as follows:

- **Quality:** Provide hydroelectric facilities and equipment that will be sustainable and will reliably generate renewable energy over the range of anticipated flow conditions set forth in Attachment E (Project Technical Requirements).
- **Cost:** Minimize initial capital and life-cycle costs.
- **Schedule:** Achieve the scheduled completion date of **April 1, 2018** for design, construction and performance testing of the Project.
- **Risk:** Achieve an optimal balance of risk allocation between the Owner and the Design-Builder.
- **Safety:** Implement an effective safety program incorporating best industry practices.

By selecting the progressive design-build delivery method for the Project, the Owner is committed to working in close collaboration with the Design-Builder during Phase One to develop the Project's design to achieve the Project objectives and to obtain a mutually agreeable GMP or lump sum price for delivery of the Project. As set forth in Attachment E (Project Technical Requirements), the Owner has certain technical requirements and

standards that will apply to the Project's design.

Section 2. Project Overview

2.1 Project Scope

In 2011, Reclamation published a request in the Federal Register for proposals for hydropower generation at Pueblo Dam River Outlet. Based on a proposal and evaluation process, a partnership consisting of the Southeastern Colorado Water Conservancy District, the Board of Water Works of Pueblo, and Colorado Springs Utilities was issued a Preliminary Permit to plan and study the Pueblo Dam Hydroelectric Project. Feasibility and Preliminary Design have been completed on the project as part of the required final permit process.

The proposed 7.0 megawatt (MW) facility would be located on the Pueblo Dam River Outlet (Dam). A powerhouse would be located at the downstream end of the existing outlet works that supplies water to the Arkansas River and would use the Dam's authorized released to generate an annual average 23 million kilowatt hours (kWh). The project's total capital cost is estimated to be \$22 million, which will be provided by low-interest hydroelectric project financing available through the Colorado Water Conservation Board.

The Owner has determined that this project is an important long term component of the Fryingpan-Arkansas Project. However, low market renewable energy pricing requires that the Owner minimize the procurement and capital project costs, accelerate the schedule, and achieve a high degree of construction cost certainty before design is complete. Therefore, the Owner desires to engage in a highly collaborative progressive design build approach with a design-builder.

The Project scope, design standards and performance requirements are described in more detail in Attachment E (Project Technical Requirements).

2.2 Project Budget and Funding

The cost for design and construction of the Project is currently budgeted at **\$22.0**million. Such budget does not include Owner's other Project costs, such as professional advisory services, property or access rights, site investigations, environmental studies, certain governmental approvals, taxes, etc. The Owner intends to use a **Colorado Water Conservation Board (CWCB) loan** to provide the capital funding needed for the Project.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the Progressive Design-Build Contract will be executed on or about

May 20, 2016. The design, permitting, construction and performance testing of the completed Project are expected to be completed no later than **April 1, 2018.**

Section 3. Progressive Design-Build Services

3.1 General

As noted in Section 1 and more fully described in Attachment B (Scope of Design-Builder Services), the Design-Builder will provide services in two distinct phases.

Phase One services generally consist of preliminary engineering, geotechnical investigations and design development, as well as preparation, in close collaboration with the Owner, of a proposed price and schedule. The proposed price and schedule would be based on the Project's design (developed to the Owner's required level of completion), a GMP or lump-sum price, and the Owner's Project schedule, and it would include supporting documentation, such as detailed open-book costing for the GMP or lump-sum price. Phase Two services generally encompass completing the Project's final design, construction and performance testing. Permitting activities are included in each Phase.

Phase One services:

- Develop the Project execution plan, including Project schedule.
- Produce the basis-of-design report.
- Conduct a project chartering workshop and develop the project charter.
- Develop the engineering design (including preparing and submitting intermediate design review packages and turbine procurement package) and value-engineering activities in conjunction with Owner.
- Prepare a project cost model and provide detailed cost estimates as the design and design alternatives are advanced.
- Submit and negotiate a GMP or lump-sum price to complete the Phase Two services.
- Perform engineering studies (such as subsurface investigations etc.) to support design and cost estimating.
- Identify Project construction permitting requirements and initiate certain permitting activities.

Phase Two services:

- Complete the final design.
- Procure equipment and subcontractors.
- Secure necessary permits.
- Construct Project.
- Conduct startup, commissioning and performance testing.
- Provide operator training.
- Provide warranty coverage.

3.2 Roles and Responsibilities

Owner: The Owner will cooperate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of services. Owner responsibilities include:

- Review submissions and provide comments to Design-Builder.
- Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, environmental impact assessments, etc.
- Provide information and provide (or engage Design-Builder to perform) additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements.
- Obtain the governmental approvals and permits Owner is responsible for, and assist Design-Builder in obtaining governmental approvals and permits it is responsible for.
- Provide necessary data and inputs (turbine influent flows from dam) for Project startup and performance testing.

Design-Builder: The Design-Builder will cooperate with the Owner and will provide in a timely manner the Phase One and Phase Two services necessary to complete the Project scope specified in this RFP. Design-Builder responsibilities include :

- Prepare design and construction documents.
- Supervise subcontractors and Design-Builder personnel.
- Obtain certain governmental approvals and permits.
- Maintain site security.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.

The roles and responsibilities of the Owner and the Design-Builder are more fully described in Attachment C (Draft Progressive Design-Build Contract).

Section 4. Procurement Process

4.1 Acknowledgement of RFP

Each potential Proposer should provide the Owner, within **seven (7)** days of receipt of this RFP, an acknowledgement that it has received the RFP and is a potential Proposer. Such acknowledgement shall identify and provide full contact information for the Proposer Contact, who shall be the Proposer's single point of contact for the receipt of any future documents, notices and addenda associated with this RFP. Such acknowledgement must be sent in writing and a copy electronically transmitted to the Owner Contact.

4.2 Communications and Owner Contact

On behalf of the Owner, **Kevin Meador** will act as the sole point of contact for this RFP and shall administer the RFP process. All communications shall be submitted in writing, by fax, or by email, and shall specifically reference this RFP. All questions or comments should be directed to the Owner Contact as follows:

Kevin J. Meador
Principal Engineer
Southeastern Colorado Water Conservancy District
31717 United Avenue
Pueblo, CO 81001
720-252-4205
719-948-0036
kevin@secwcd.com

No oral communications from the Owner Contact or other individual is binding. No contact with Owner staff, board members or any public official concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Proposer.

4.3 Procurement Schedule

The current procurement schedule is as follows:

Issue RFP	_____	March 24, 2016
Individual Proprietary Pre-proposal meeting	_____	March 25-April 6, 2016
Deadline for questions	_____	April 18, 2016
Submit Proposal	_____	April 21, 2016

Proposal evaluation/selection	_____	April 21-27, 2016-
Contract negotiations	_____	April 28-May 19, 2016
Award Progressive Design-Build Contract	_____	May 19, 2016
Complete Design Development and Submit GMP	_____	August 27, 2016

4.4 Pre-Proposal Meeting and Site Tour

Owner will conduct proprietary pre-proposal meetings with each proposer that intends to respond to the RFP. The meeting will be held at a mutually agreed upon date and time between the Proposer and Owner between March 24 and April 8, 2016. Up to eight (8) hours will be allowed for the meeting and site tour. The purpose of the meeting will be to discuss project goals and issues and to provide the Proposer an opportunity to become more familiar with the Project. In addition, the meeting will provide the Owner with an opportunity to meet key team members and to better understand the Proposer's approach and experiences with the Progressive Design Build process. The meeting will be informal. At this meeting, Owner will offer information about the Project and the procurement process. Those who attend the pre-proposal meeting will have the opportunity to tour the Project site following the meeting to familiarize themselves with site conditions and constraints. Proposers shall advise the Owner Contact **prior to the meeting** of the names of individuals who will attend the pre-proposal meeting. Key team members that will be on the DB's project team are required to attend.

Section 5. Proposal Submission Requirements

5.1 Submittal Place and Deadline

Four (4) paper documents, as well as one (1) electronic version of the Proposal on CD-ROMs or Flash Drives in PDF format, must be received no later than **:00 pm April 19, 2016**, addressed to:

**James Broderick
Executive Director
Southeastern Colorado Water
Conservancy District
31717 United Avenue
Pueblo, CO 81001**

Please note, however, that the fee and rate proposal (including the completed Fee and Rate Proposal Form and the Part 7 description of the Fee and Rate Proposal) must be presented in a separate, sealed envelope and should not be included on the CD-ROMs.

Each Proposer assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed non-responsive and returned. The delivered packaging containing the Proposal documents must note "Proposal Enclosed" on its face.

5.2 Submission Format

The Proposal must not exceed **50** total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages'/separation tabs, and appendices. A maximum of **10** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal Parts 1 - 7. The proposal should focus on the project approach and the team's experience with the Progressive Design Build collaboration process.

5.3 Submission Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed:

- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Design-Builder Profile
- Part 3 – Project Team
- Part 4 – Experience
- Part 5 – Project Approach
- Part 6 – Progressive Design-Build Contract Markup
- Part 7 – Fee and Rate Proposal

(The following are not included in the proposal page count)

- Appendix A – Progressive Design-Build Contract Comments
- Appendix B – Resumes
-
- Appendix C – Legal and Financial (include in separate envelope marked “confidential”)
- Appendix D – Fee and Rate Proposal (include in separate envelope marked “Fee and Rate Proposal”)

5.3.1 Transmittal Letter

Proposers must submit a transmittal letter (maximum two pages) on the Proposer’s letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Proposer Contact and must specify who would be the Design-Builder’s signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer.

5.3.2 Part 1 – Executive Summary

The executive summary (maximum three pages) must include a concise overview of the key elements of the Proposal and must summarize and refer to information in the Proposal concerning satisfaction of the Minimum Qualifications Requirements. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

5.3.3 Part 2 – Design-Builder Profile

A detailed and complete description of the company proposed as the Design-Builder must be provided in Part 2 of the Proposal. (The term “company” can refer to either a single entity or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Project Team, such as sub consultants and subcontractors, should be provided in Part 3 of the Proposal. The Design-Builder Profile must include the following information.

- **General**

Provide general information about the Design-Builder, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

- **Legal structure**

Identify whether the Design-Builder is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Design-Builder (*e.g.*, shareholders, members, partners, and the like) who hold an interest of 10 percent or more.

- **Project office location**

Identify where the Design-Builder intends to maintain its project office(s) and where the majority of the design work will be performed.

- **Financial condition**

In Appendix C (Financial Statements), provide audited financial statements for the Design-Builder for the past three years and quarterly financial statements certified by the chief financial officer for the current year. If the Design-Builder is a joint venture, LLC or partnership, such financial statements must be provided for each partner or member.

- **Payment and performance bonds**

A letter from the Design-Builder's surety must be provided to verify the availability of a design-build performance bond of at least \$ **25 million** for this Project. The surety must be authorized by law to do business in **the State of Colorado** and must have an A.M. Best Company Rating of **A minus** or better. The surety must also be listed in the U.S. Department of Treasury's Circular 570.

- **Insurance**

A letter or Certificate of Insurance from the Design Builder's insurance company must be provided stating its ability to acquire and provide the following required insurance for the Project:

- Statutory worker's compensation insurance (as required by state law)
- Employer's liability insurance: \$1 million
- Commercial general liability insurance: \$2 **million** per occurrence; \$5 **million** annual aggregate
- Commercial automobile liability insurance: \$2 million combined single limit for bodily injury and property damage
- Excess liability insurance above the employer's, general and automobile insurance: \$10 million
- Professional liability (errors and omissions): \$5 million each occurrence and in the aggregate

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of A or better and are duly licensed or authorized in the State of Colorado.

The Proposal must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
- **Completion of contracts.** Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.
- **Violation of laws.** Has the Design-Builder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 10 years? If so, describe the circumstances.
- **Debarred from bidding.** Has the Design-Builder been debarred within the past 10 years, or is it under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Design-Builder's ability to perform its contractual commitments.

The Proposer must notify the Owner of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before execution of the Design-Build Contract).

5.3.4 Part 3 – Project Team

The composition, organization and management of the Project Team must be described in two separate subsections.

Design-Builder/Other Firms:

- Identify any other firms (such as subcontractors and sub consultants) included on the Project Team along with the Design-Builder and describe the scope of the Design-Builder's and each firm's services and responsibilities during Phase One and Phase Two of the Project. The firm(s) serving as the Designer and the Builder must be clearly identified. Provide history of where team members have worked together on previous projects.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of the Design-Builder and any other firms and describe the Design-Builder's approach to the management of such firms.
- Identify whether the Design-Builder team is Engineer led or Contractor led. Preference will be given to Engineer led teams.

Key Personnel

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during Phase One and Phase Two of the Project.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of the Key Personnel (along with their firm affiliations) and describe the Design-Builder's approach to the management of such Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project.
- Provide resumes for all Key Personnel in Appendix B of the Proposal. Resumes must be limited to two pages per individual and include:
 - Academic and professional qualifications
 - Professional registration (as applicable)
 - Experience as it relates to the Project and to the individual's specified role on the Project

Any change in the firms or Key Personnel included in the Proposal would require Owner approval.

5.3.5 Part 4 – Experience

The Proposal must describe the performance history and experience of the Project Team on similar projects and provide information concerning safety.

Reference Projects

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience.

Each project description shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Role of respondent
- Contract value
- Year started and year completed
- Description of the project showing relevance to this Project
- Firms and Key Personnel that participated in project and are included in this Proposal, along with a clear description of the project role and responsibility of each.

In addition, a one-page summary matrix should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

Safety

Provide a summary description of the Design-Builder's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past five years. The following safety records must be provided for the Design-Builder for the current and past five years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.)
- The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

5.3.6 Part 5 – Project Approach

Provide a conceptual description (maximum six pages) of the Design-Builder's approach for managing and performing its services during Phase One and Phase Two of the Project. The following items should be addressed:

- Discuss how a collaborative relationship with the Owner would be established during Phase One design development, scheduling and cost estimating.
- Discuss how the design and construction processes will interface (including how constructability issues will be addressed).
- Identify the work components critical to the Project's success and how these components would be achieved.
- Describe the process for developing the GMP (or lump-sum price) proposal (including the amount of cost contingency).
- Discuss how key risk factors will be identified and mitigated.
- Project permitting plan.
- Project specific safety plan.
- Project specific quality plan.
- Schedule.

In addition, the Project Approach must include brief descriptions of the Design-Builder's approach to the following:

- Communications (with Owner and other stakeholders, such as regulatory agencies)
- Quality management
- Risk management (including key risk factors)
- Adherence to the GMP or lump-sum price and schedule in Phase Two

5.3.7 Part 6 – Progressive Design-Build Contract Comments

The Proposal must include in Appendix A (Progressive Design-Build Contract Comments) any general comments related to the Draft Progressive Design-Build Contract (including its attachments), setting forth any suggested revisions/inclusions requested by the Proposer. The draft Contract is general in nature at this point and is included to provide the Proposer the intended legal form that will be used for this project.

Part 6 of the Proposal must describe the significant revisions included in Proposal Appendix A (Progressive Design-Build Contract Comments) and explain the rationale for such revisions and the associated benefits to the Owner. Proposers are encouraged to suggest revisions that would more efficiently allocate risk, improve the parties' understanding of risk allocation, and improve clarity of any terms of the Draft Progressive Design-Build Contract where ambiguities or uncertainties may arise in their application or interpretation.

The Owner is not obligated to accept any of the requested exceptions, modifications, additions, etc. submitted by the Proposer in the Progressive Design-Build Contract Markup when negotiating and finalizing the Progressive Design-Build Contract. Furthermore, the Owner may request additional revisions during negotiations and before finalizing the Progressive Design-Build Contract.

Proposers are encouraged to carefully review RFP Attachment C (Draft Progressive Design-Build Contract) and to submit written questions and comments by the deadline specified in Section 4. Based on its assessment of the comments submitted, the Owner (at its sole discretion) may modify the Draft Progressive Design-Build Contract or address the comments during the final contract negotiations. The Owner expects that this review and comment process will substantially reduce the need for extensive post-selection negotiation.

5.3.8 Part 7 – Fee and Rate Proposal

The Proposer must complete RFP Attachment F (Fee and Rate Proposal Form) – with all required pricing information – and include it (along with Part 7) in a separate, sealed envelope as Proposal Appendix D (Fee and Rate Proposal). The scope of Design-Builder services for which pricing is required is defined in RFP Attachment B (Scope of Design-Builder Services). Part 7 of the Proposal should describe the basis for the fee and rate proposal and discuss its viability from the Design-Builder’s perspective.

Please be advised that the Owner is not interested in proposed fees or rates that provide excessive discounts from the Design-Builder’s anticipated actual costs for the requested services. If Owner determines (at its sole discretion) that the fees and rates included in a Proposal are unacceptably below industry norms or that a Proposer’s fees and rates are substantially or unacceptably below other Proposals, the Owner may (at its sole discretion) either declare that Proposal to be non-responsive or seek additional detailed information from that Proposer concerning the cost basis for its fee and rate proposal, prior to rendering a decision on the Proposal’s responsiveness.

Section 6. Proposal Evaluation and Selection

6.1 General

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by owner) according to the requirements and criteria outlined in this Section 6. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. In addition, the Owner may require that all or a limited number of Proposers participate in interviews.

6.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

6.3 Minimum Qualification Requirements

Each responsive Proposal will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all of the following Minimum Qualification Requirements may be rejected.

- **Performance bond.** Ability of the Design-Builder to provide a design-build performance bond in the amount of \$25M.
- **Net worth.** The Design-Builder must have a minimum net worth of \$5M.
- **Material adverse condition.** The Design-Builder must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.
- **Licensing and registration.** The Design-Builder and each firm must be licensed in the State of Colorado for the type of work to be performed. The Designer must include in responsible charge an engineer registered in **Colorado**, and the architect must be registered in **Colorado**.
- **Design experience.** Within the past 10 years, the Designer must have successfully completed the design of at least **two (2) hydroelectric projects and two (2) 48-inch or larger welded steel water pipe of similar scope** for municipal clients in the United States.

- **Construction experience.** Within the past 15 years, the Builder must have successfully completed the construction of at least **two (2) water with large rotating equipment or hydroelectric projects of similar or larger scope** and two (2) 48-inch or larger welded steel water pipe projects of similar scope for municipal clients in the United States. Preference will be given to experience where the designer and builder have worked together on projects noted.
- **Design-build experience.** Within the past 15 years, the Design-Builder must have successfully completed at least **three (3) water with large rotating equipment or hydroelectric related projects** for municipal clients in the United States. Preference will be given to experience where the designer and builder have worked together on projects noted.
- **Safety record.** The Builder must have achieved an experience modification rate (EMR) of not greater than **0.9** for the current and past two years.

6.4 Comparative Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals that satisfy the Minimum Qualification Requirements by applying the weighted comparative evaluation criteria set forth below. Financial condition is evaluated on a pass/fail basis as part of the Minimum Qualification Requirements.

- **Experience and capabilities**
 - **Design-builder/other firms** 20%
 - **Key Personnel** 25%
- **Organization, management and safety** 15%
- **Project approach** 20%
- **Fee and rate proposal** 20%

In ranking the proposals, the selection committee will utilize a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above. The selection committee will apply the non-price evaluation and complete its awarding of the non-price criteria points before opening the sealed envelope containing the fee and rate proposal.

6.5 Selection

After the evaluation process is complete, the Owner will notify Proposers of the rankings. The top-ranked Proposer will be either selected for contract award on the basis of its Progressive Design-Build Contract Markup or offered the opportunity to negotiate the final terms of the Progressive Design-Build Contract. However, if the Owner determines (at its sole discretion) that the top-ranked Proposer's Progressive Design-Build Contract Markup may require protracted negotiations, the Owner may choose to either select or negotiate with the next-ranked Proposer. If negotiations with any selected Proposer are not successful, the Owner may either select the next-ranked Proposer for award on the basis of its Progressive Design-Build Contract Markup or offer it the opportunity to negotiate the final terms of the Progressive Design-Build Contract (and so on for lower-ranked Proposers).

Section 7. Conditions for Proposers

7.1 Owner Authority

Owner is a **Water Conservancy District** in the State of **Colorado**

7.2 Ineligible Firms and Individuals

The following entities are serving in an advisory capacity to the Owner for this Project and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project.

Colorado Springs Utilities
Board of Water Works Pueblo

7.3 Conflict of Interest

The following laws mandate the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers.

7.4 Proprietary Information

All materials submitted to the Owner become public property. If the Proposal contains proprietary information that the Proposer does not want disclosed, each page containing such information must be identified and marked “PROPRIETARY” at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with to **the Southeastern Colorado Water Conservancy District**. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Proposers shall not be permitted to mark entire Proposal as proprietary.

7.5 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Progressive Design-Build Contract, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Progressive Design-Build Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.

- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Proposer during the evaluation of its Proposal.

7.6 Obligation to Keep Project Team Intact

Proposers are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the Progressive Design-Build Contract and for completion of the Project are set forth in Section 2.3 of this RFP.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

7.7 Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. **The Owner will not transmit addenda to potential Proposers.** The Owner will post all addenda on the Owner Project website at the following address: www.secwcd.org. **It is Proposer's responsibility to obtain all addenda prior to submitting its Proposal.**

7.8 Protests

Any protest to an Owner's action in connection with this procurement must be filed in writing no later than **20** business days following such action and must be in strict accordance with the Owner's applicable procedures and with applicable law.

Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFP are presented below:

Builder – The Design-Builder or other firm (such as a subcontractor or joint-venture partner) that will provide construction services and have responsible charge of construction of the Project.

Designer – The Design-Builder or other firm (such as a sub consultant or joint-venture partner) that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

Design-Builder – The entity that is selected to enter into the Progressive Design-Build Contract with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project.

Draft Progressive Design-Build Contract – The draft contract, including the agreement and all of its attachments, presented as RFP Attachment C (Draft Progressive Design-Build Contract).

Key Personnel – The individuals, employed by Design-Builder or other firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the Design-Builder, including the following positions: project manager, safety manager, design manager, and construction manager.

Minimum Qualification Requirements – The requirements set forth in Subsection 6.3 of this RFP that, at a minimum, must be satisfied (or waived by Owner) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

Owner – [Southeastern Colorado Water Conservancy District](#)

Project – [Pueblo Dam Hydroelectric Project](#)

Project Team – The Design-Builder, Key Personnel and any additional firms (such as subcontractors and sub consultants) included in the Proposal.

Proposer – The entity responding to this RFP by submitting the Proposal.

Attachment B

Scope of Design-Builder Services

1. The Scope of Services described in this attachment pertain to services to be provided under Phase 1 as part of the Progressive Design Build delivery of the Pueblo Dam Hydroelectric Project (PDHP). As such, the Phase 1 services shall be performed collaboratively with the Owner and the Design-

Builder (DB), and the scope of services during Phase 1 shall incorporate workshops, meetings, and other forms of communication to facilitate the collaborative approach intended.

2. Phase 1 includes technical evaluations, investigations, design services, planning and estimating, as required to define the hydroelectric facility improvements that best meet the Owner's goals, considering the priorities listed in the Request for Proposals (RFP), and the available funding. Phase 1 services shall conclude with a partial design of the project and a Guaranteed Maximum Price (GMP) for final design and construction of the defined project scope that the Design Builder and Owner agree provide the best value for Owner.
3. The general scope of services as outlined below and as further detailed in the following pages include the following:
 - A. WORKSHOPS - Workshops to further advance current concepts, evaluate new concepts, and assist in finalizing the Basis of Design Report (BODR), as more clearly defined in Section 4 below.
 - B. PHASE 1 DESIGN - Phase 1 Design Services are included, which shall provide engineering evaluations for each of the project components as listed in the RFP as follows:
 - i. Approximate 7 MW hydroelectric powerhouse facility;
 - ii. Electrical feeder line from the powerhouse to the Black Hills Electric substation southeast of the powerhouse;
 - iii. Technical evaluation and GMP development of the turbines/generator equipment as part of the overall system;
 - iv. Mitigation design for low levels of dissolved oxygen (DO) in the river due to the hydroelectric facility operations;

As part of the project design development, the DB shall review Owner-Furnished Documents, including feasibility studies, environmental assessments, utility maps, as-built records, previous related design and other documents that pertinent to this project. Upon review of the pertinent information, the DB shall revise its standard documents as jointly agreed by the Owner and the DB.

- C. PERMITTING - As part of the Phase 1 services, the DB shall meet with Owner's personnel and representatives from utilities, government agencies, and other agencies as required to obtain requirements for public protection to be included in contract documents. The DB shall prepare the proper forms and accompanying information for these permits, including permits required "by Owner" and permits that are required by the DB. For Owner furnished permits required to be formally submitted during Phase 1, the documents shall be prepared, the price of the permit determined and provided to the Owner, then submitted by the DB, on behalf of the Owner, to the appropriate agency with the Owner furnished check. Any Phase 2 permits shall be prepared during Phase 2, but shall be assessed during Phase 1. The DB shall include the cost for reasonable revisions (one [1] each) to the permits based on comments back from the agencies.
- D. PUBLIC INFORMATION – the DB shall provide project support for the Owner during Phase 1 as it relates to Public Communication for the project.
- E. PHASE 1 GMP DEVELOPMENT AND SCHEDULE – as part of the DB scope of services for this Phase 1, preliminary budgetary pricing shall be developed as part of, and as a result of the decisions made during the initial workshop(s). The preliminary budget shall be established

as the benchmark for the project, and will ultimately evolve into the GMP as design decisions made and the ultimate Phase 1 design is completed. The preliminary budget shall include, and be based on the preliminary overall project schedule which will be developed by the DB. The schedule will also evolve as the preliminary design and pricing progresses during Phase 1, and a GMP Overall Project Schedule shall be developed and submitted as part of the GMP.

- F. OTHER SERVICES INCLUDED IN BASE PROPOSAL – as part of this base proposal, other requirements to be included, including, but not limited to, geotechnical, surveying, coordination with Owner’s land services representatives, competitive material, subcontractor and equipment.

4. WORKSHOPS

Following the Phase 1 Notice-to-Proceed (NTP), a series of workshops as mutually determined by the Owner and the DB will be scheduled to facilitate the decision making process for the project elements as generally described in Paragraph number 3.A and 3.B. The workshops will be incorporated into single meetings or as part of multiple meetings as deemed appropriate to support the Phase 1 schedule, accommodating travel, and availability of Owner resources. The workshop sessions are intended will be facilitated by the DB, and will include decision options and the DB’s evaluation of objectives for each of the major elements of work described in 3.B, allow for redline markups by the stakeholders during the session based on conceptual drawings and or sketches as necessary, and will allow for follow up sessions as necessary to finalize decisions where follow-up is deemed necessary. The workshops included in the scope of work for Phase 1 are as follows:

- Project Partnering and Chartering Workshop – The workshop should include the costs of the design-builder’s approach to formal partnering and chartering as outlined in the design-builder’s proposal.
- Kickoff Workshop – The initial workshop will establish the communication protocol, ground rules, the team’s guidelines and expectations for the project and meetings and provide an opportunity for the Owner and the DB to review work provided to date and discuss the general design concepts for the project. The discussions and work product from this initial workshop will allow the DB team to further advance current concepts and provide a basis for the more detailed workshops
- Project Scoping Workshop – This workshop will be held to establish the anticipated overall scope for the project, and determine the required work breakdown structure necessary to align cost tracking for the design-builder with the Owner’s obligations to other stakeholders.
- Process Workshop - This workshop will provide the collaborative environment by which the team will discuss the hydroelectric facilities, including turbine equipment technology, building layout, site location and other facility considerations including operational considerations, maintenance and other lifecycle cost considerations. Where appropriate, a comparative evaluation tool should be used to further refine options and provide the team with a clear understanding of options. This workshop will also include constructability review discussions for further evaluation and determination of opportunities to offer time and/or cost savings, or other best value considerations.
- Permitting Workshop - This workshop will provide the collaborative environment by which the team will discuss the permitting requirements for the project, and determine the best strategy by

which to address the permitting elements of the project as generally outlined in Paragraph 3.C above.

- Weekly collaboration meetings and/or conference calls to update the project team, including owner and owner's advisor, on the progress of the design, updated schedule and cost model, and the near term decisions needed to advance the project progress.

5. PHASE 1 DESIGN

The Phase 1 design effort will include interim deliverables as well as the final BODR for the design of the project scope as generally outlined in the RFP and in Paragraph 3.B. As part of the workshop efforts outlined above, the Phase 1 design includes the following detailed elements as part of the design effort:

- A. A Project Execution Plan (PEP) will be prepared by the DB for review and concurrence by the Owner. The PEP will include the following elements:
 - i. Project description and scope of work
 - ii. Project organization
 - iii. Project contacts and lines of communication
 - iv. Code requirements
 - v. Special client requirements
 - vi. Filing system
 - vii. Project workflow model
 - viii. Project quality assurance and quality control plan
 - ix. Project budget
 - x. Project schedule
 - xi. Writing, CADD and drafting standards
 - xii. Electronic File Protocol
- B. Complete designs to the level needed to produce a GMP based on competitive market pricing
- C. BIM 3D Modeling for Facility in REVIT or other appropriate BIM platform
- D. Scalable drawings
- E. Facility Safety assessments
- F. Preliminary Traffic control plan
- G. Preliminary Erosion control plan

- H. Prepare, submit and discuss progression of design advancement at regularly scheduled time and/or progress intervals during Phase 1 (assumed approximately 30%, and Pre-GMP).
- I. Prepare Overall BODR for review and agreement with Owner for the Facilities and the Pipeline and submittal to required permitting agencies. The BODR must include Project design data which will be utilized in the development of drawings and specifications. This includes quantities, capacities, rates, and all other pertinent design criteria. This information must be presented in an organized, easy to read tabular or outline format. Generally, minimal full sentence text is to be used except for introductory explanations, or for sections not conducive to tabular or outline presentation format. The deliverables for this proposal are assumed, but are not limited to, as follows:

Hydroelectric Facilities

- i. Hydroelectric Powerhouse layout including turbine/generator selection
- ii. General project scope and background references
- iii. Applicable codes and standards, including fire and safety codes including code review and approval process
- iv. Local building, planning, and zoning department requirements including code review and approval process
- v. Site considerations, including subsurface conditions, flood elevations, and drainage requirements
- vi. Allowance in site planning for future contingencies such as plant expansion
- vii. Ground Water Quality Information, including mass balance study and/or blending ratio evaluation
- viii. Process Design Criteria, including a description of redundancy
- ix. Discipline Design Criteria
- x. Preliminary Process Flow Diagram
- xi. Preliminary Hydraulic Profile and Surge Analysis
- xii. Site Arrangement
- xiii. Process Building General Arrangement Drawings
- xiv. Preliminary Equipment List
- xv. Materials of construction
- xvi. Preliminary control systems block diagrams
- xvii. HVAC and plumbing systems descriptions
- xviii. Electrical systems descriptions
- xix. Preliminary electrical load table

- xx. Tagging convention
- xxi. Preliminary major process P&IDs; P&ID drawings shall indicate pipe sizing, materials of construction, valves, pumps, as well as instrumentation, following ISA conventions in preparation of P&ID drawings. Local and remote control methods shall be indicated. Discrete and analog input/outs shall be identified
- xxii. Preliminary I/O list for the instrumentation and control system
- xxiii. Instrument schedule listing field devices/instruments, a description, ranges, quantity, model numbers, and manufacturers
- xxiv. Approach to process control descriptions emphasizing reliability, flexibility, operator input, minimizing equipment start/stop cycles, and minimizes energy consumption
- xxv. Code Classification Table
- xxvi. Power distribution functional diagram
- xxvii. Process facility sections
- xxviii. Structural design criteria
- xxix. Architectural plan and elevations
- xxx. Facility architectural renderings
- xxxi. Communications systems
- xxxii. Miscellaneous support systems
- xxxiii. Security systems
- xxxiv. Utility requirements
- xxxv. Internal quality control review and refinement before submitting to Owner
- xxxvi. Preliminary cost model
- xxxvii. Project schedule update
- xxxviii. Project trend register update

Pipelines

- i. General project scope and background references
- ii. Preliminary pipeline alignment
- iii. Design criteria
- iv. Pipeline materials of construction
- v. Basis of pipe design, design standards, internal pressures, external loads, cover depth, trench width, embedment class, and backfill requirements
- vi. Hydraulic analysis and profile

- vii. Anchorage of pipelines against hydraulic forces, including thrust blocks and restrained joints
 - viii. Crossings including utilities, creek, street, highway, and railroad
 - ix. Corrosion and cathodic protection requirements
 - x. Pipeline appurtenances types and locations, including isolation valves, air release/vacuum relief facilities, blow off facilities, fire hydrants, access openings, outlets/taps, connections, metering, groundwater barriers, and marker posts
 - xi. Pressure testing and disinfection requirements and procedures
 - xii. Surface restoration requirements
 - xiii. Applicable codes and standards
 - xiv. Local and state regulatory and jurisdictional agency's requirements, including permitting requirements
 - xv. Surveying services, including horizontal and vertical controls and datum
 - xvi. Easement and rights-of-way requirements
- L. Submit four (4) hard copies and one electronic copy of the preliminary drawings and final BODR to Owner for review.
- M. Meet with Owner to obtain Owner's comments on the submittal. Resolve any questions and revise documents, if necessary.

6. GMP LEVEL DESIGN

The GMP level design (60%) to be utilized as the basis for the GMP will commence as soon after Owner has accepted the design criteria and the BODR as practical or earlier if it is agreed between DB and Owner the risk is minimal. The DB will prepare design and procurement package documents for solicitation of key equipment suppliers, vendors, and construction subcontractors on an open book competitive proposal basis based on the GMP level design deliverables, which are as follows:

- i. Site arrangement drawing with horizontal and vertical control
- ii. Incorporation of recommendations from the geotechnical investigation report
- iii. Site grading and yard piping drawings
- iv. Process flow diagram
- v. Hydraulic profiles
- vi. P&ID drawings; P&ID drawings shall indicate pipe sizing, materials of construction, valves, pumps, as well as instrumentation, following ISA conventions in preparation of P&ID drawings. Local and remote control methods shall be indicated. Discrete and analog input/outs shall be identified
- vii. Equipment list

- viii. Valve list
- ix. Instrument device list
- x. I/O list
- xi. Pipe schedules
- xii. Equipment control descriptions
- xiii. Chemical feed system P&ID drawings
- xiv. Structural plans and sections
- xv. Architectural drawings and schedules
- xvi. Mechanical plans and sections
- xvii. Preliminary HVAC and plumbing plans
- xviii. Commodity materials specifications
- xix. Process equipment specifications and/or data sheets
- xx. Architectural renderings
- xxi. Power distribution one lines
- xxii. Motor Control Center one lines
- xxiii. Power plans
- xxiv. Lighting plans and schedules
- xxv. Plan and Profile pipeline drawings, with detailed profile sheets where needed for major crossings
- xxvi. Details of pipeline structures and accessories
- xxvii. Scope descriptions for ALL equipment packages
- xxviii. Scope descriptions for all subcontract packages
- xxix. Internal quality control review and refinement before solicitation of proposals and/or submittal to Owner
- xxx. Update quality assurance and quality control plan and log
- xxxi. Project schedule update
- xxxii. Project trend register update for contingency development.

Four (4) hard copy sets and one electronic copy of drawings and specifications shall be provided to the Owner.

7. PRELIMINARY PRICING AND GMP

As discussed above, a preliminary pricing effort shall be initiated immediately, and concurrent with the workshop efforts to develop the preliminary budget for the project, which shall establish the budgeting benchmark for the project for each of the areas of work under Phase 2. The preliminary budget shall include a well-defined work breakdown structure, and shall identify the preliminary cost elements of the Phase 2 work based on the known scope of work developed early in the design process. As elements of work are progressed, the preliminary budget shall be refined, and shall include subcontractor and vendor input in order to continue refinement of the preliminary budget. This shall include constructability reviews as part of the Phase 1 design process. The status of the budget shall be discussed during the progression of the design at regularly scheduled intervals, or more often as deemed necessary by the Owner and the DB. Additionally, the updates shall include vendor pricing efforts, scopes and other supporting documents, along with the estimate and quantities for the pricing effort for Owner review and comment.

The preliminary budgeting and pricing shall include the following:

- i. Prepare preliminary conceptual estimate for the cost of Work under Phase 2
- ii. Prepare a preliminary PEP for Phase 2, including the preliminary schedule for the project
- iii. Meet with Owner to evaluate scope, cost and budget based on the scope of work developed, and evaluation of options based on current pricing
- iv. Produce bid packages for major equipment, including the turbine/generator equipment and subcontract work and solicit competitive proposals from suppliers and constructors using an “open book” approach that is shared with Owner, pumps, and other major commodity items

As the preliminary design evolves into the BODR, the preliminary budget (progressed and refined) shall be converted into a GMP with the following information provided as backup for the basis of the GMP.

- i. Finalize detailed scopes of supply for all major equipment purchases.
- ii. Finalize the detailed overall project schedule.
- iii. Develop detailed scopes of supply for all major subcontracts for construction services.
- iv. Develop specifications in one of several formats for attachment to each equipment package and subcontract request for proposals (RFP). Specification formats include bulleted requirements, performance specifications, detailed prescriptive specifications, or manufacturer’s standard specifications depending on what is required to quantify and establish the appropriate quality for the procurement in which it will be used. Appropriate formats will be determined in consultation with Owner to match Owner’s definition of Best Value.
- v. Develop design drawings to appropriate levels to define quantities of materials and construction.
- vi. Distribute RFPs including the following list of items, as deemed appropriate and where practical, to a minimum of three (3) suppliers or subcontractors as for each procurement, soliciting priced proposals for each major procurement or subcontract: 1) invitation to bid, 2) scope of supply, 3) Terms & Conditions, 4) specifications, and 5) drawings.

- vii. Receive and review proposals and seek clarifications as required.
- viii. Assist Owner with updating the generation estimates based on the guaranteed equipment performance.
- ix. Prepare bid tabs with exceptions noted and recommendations.
- x. Meet with Owner to review bid tabs and recommendations. Adjust if required to meet Owner's definition of Best Value.
- xi. Produce construction quantities based on the GMP level design drawings and specifications.
- xii. Prepare detailed cost estimate for complete execution of the remaining engineering, procurement and construction necessary to complete the project.
- xiii. Submit GMP to Owner, including the backup information and the draft Phase 2 contract, which will include the terms and conditions based on the current understanding between the DB and the Owner.

7. SURVEYING

Ground survey the powerhouse site and area to establish the topographical and existing feature of the site.

8. GEOTECHNICAL SERVICES

Powerhouse Site – Perform borings as required to develop foundation recommendations for the on-site powerhouse and collect tube samples for laboratory consolidation testing

Attachment C

Draft Progressive Design-Build Contract

Attachment C is included to provide the Proposer with the general form and content that the Owner intends to use for the Progressive Design-Build contract for this project. The Owner recognizes that there will be minor modifications to the final contract form that will be identified during contract negotiations. This contract form is based on the Water Design-Build Council Document No. W-1703-2015.

Attachment D

Project Background Documents

The following project documents are provided:

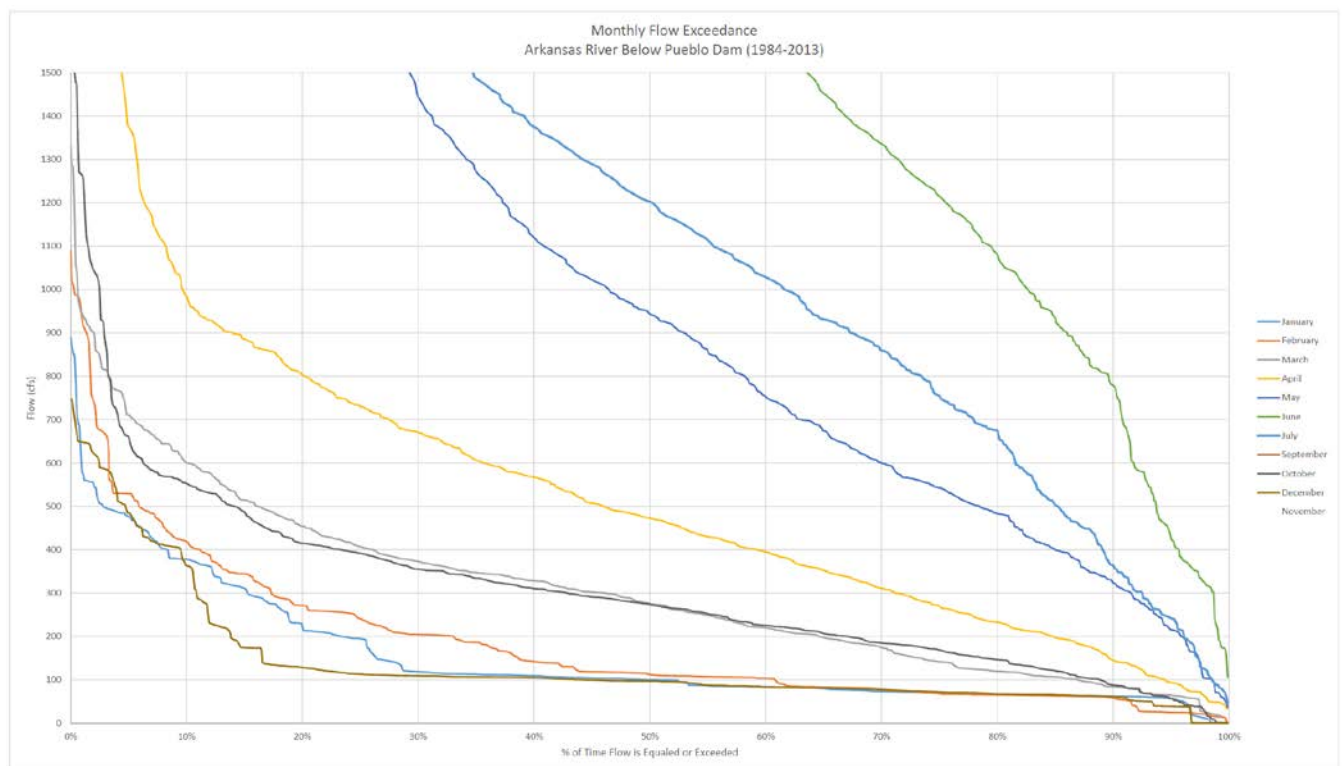
1. Lease of Power Privilege Proposal for the Development of the Pueblo Dam River Outlet, dated October 21, 2011, submitted to U.S. Bureau of Reclamation by Southeastern Colorado Water Conservancy District, Colorado Springs Utilities, and Board of Water Works Pueblo. Prepared by Applegate Group, Telluride Energy, and CH2MHill.
2. Hydropower Feasibility Update, Pueblo Dam Hydroelectric Project, dated March 21, 2014. Prepared by CH2MHill.
3. Draft Pueblo Dam Hydroelectric Project Design Documentation Report for Preliminary Design. Prepared for Southeastern Colorado Water Conservancy District, dated June, 2014. Prepare by CH2MHill.
4. Draft Environmental Assessment for the Pueblo Hydropower Project, dated December, 2015. Prepared by the U.S. Bureau of Reclamation, Eastern Colorado Area Office, Great Plains Region.
http://www.usbr.gov/gp/eca/nepa/pueblo_hydropower.html
5. Power feeder line from powerhouse to Black Hills Energy substation figures and legal descriptions.

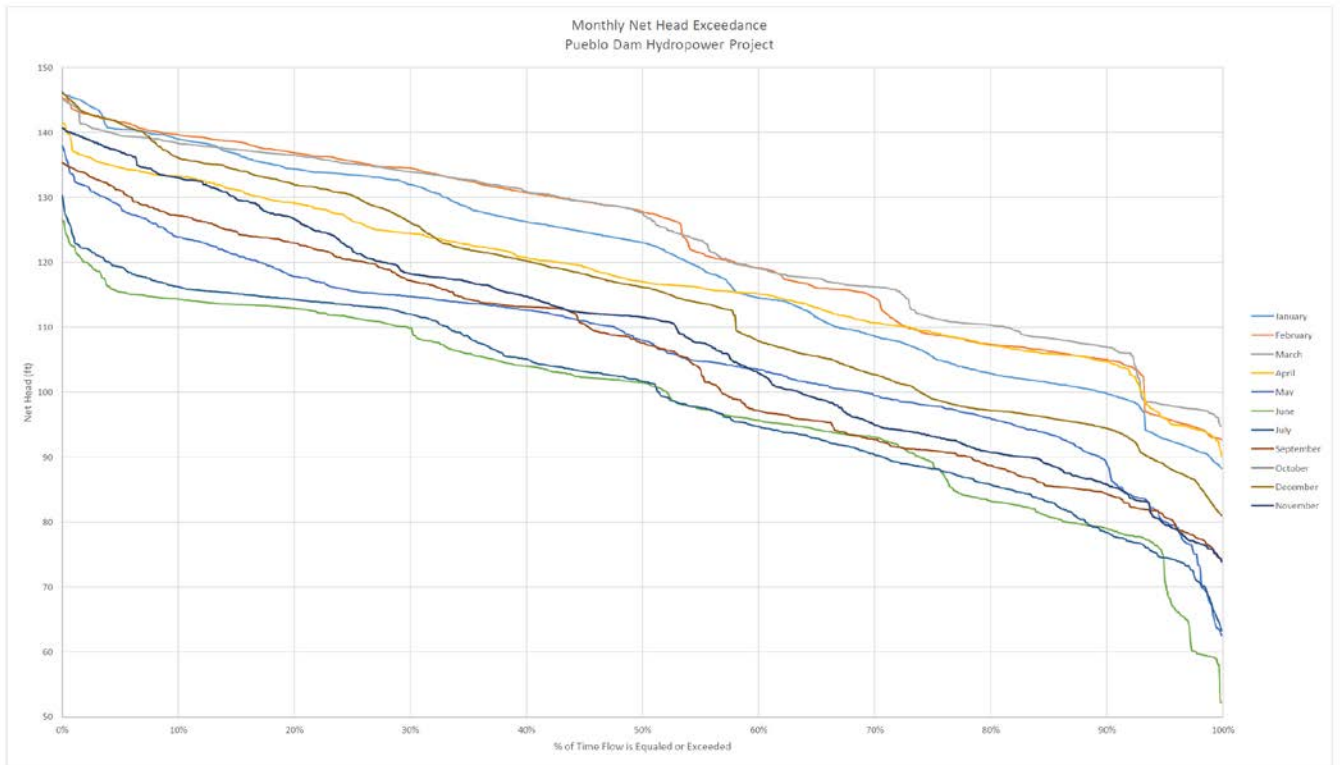
Attachment E

Project Technical Requirements

The Pueblo Dam Hydroelectric Project will be located on a remote site at the Pueblo Dam River North Outlet. It is the intent to design an unmanned facility that will be visited periodically for operations and maintenance checks. Project technical requirements include:

1. Optimize energy generation over the varying expected flows to provide the maximum revenue generation ability. The hydro facility is a “run of dam” facility that will generate electricity based on the flows available through the North Outlet Works. The Project will not have the ability to control the flowrate.
2. Provide for a powerhouse layout and design to minimize operation and maintenance needs at the site.
3. Provide remote control systems for monitoring and control at the District offices and the Colorado Springs Utilities Operations facilities.
4. The Design-BUILDER will meet Performance Guarantees during the Warranty Period that will be developed and negotiated between the Owner and the Design-BUILDER during the Phase 1 services.
5. Monthly Flow Exceedance and Monthly Net Head Exceedance based on historical records from 1984 to 2013 are provided below:





Attachment F

Fee and Rate Proposal Form

PRICE BREAKDOWN OF SERVICES

Scope of Work	Definition	Price
Phase 1 Pricing Component		
1) Phase 1 Design and GMP Services (Item 1-6)	Preliminary design, all workshops, schedule and GMP development	\$
2) Site Surveying (Item 7)	Topographic and land surveying	\$
3) Geotechnical Survey (Item 8)	Geotechnical survey along pipeline easement and at facilities locations	\$
4) Total Proposal for Phase 1	Evaluated Price Component 1 (Sum of items 1 - 3)	\$
Overhead and Profit on Cost of Work		
5) (%) Overhead and Profit on Cost of Work	Does not include GC's, bonds, insurance and Phase 2 engineering costs. Markup to be applied to actual cost of work (subcontractors, materials, and actual cost of work performed) for EWP's and Phase 2 services as a percentage markup.	%

6) (\$) Evaluated Price for Overhead and Profit on Cost of Work	Markup (%) X Budgeted Construction Costs (\$20,000,000) for evaluated price component	\$
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