

# Arkansas Valley Conduit (AVC) Program Manager Request for Proposal



July 15, 2024

# AVC Program Manager Request for Proposal

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This **REQUEST FOR PROPOSAL** (“RFP”) from the Southeastern Colorado Water Conservancy District (Southeastern) invites the submittal of a Proposal from professional firms and individuals to provide a person or persons interested in providing Project management services for the Arkansas Valley Conduit (AVC) Project. By submitting a PROPOSAL, the Consultant represents that it has carefully read the terms and conditions of this RFP and all attachments and Addenda and agrees to comply with these provisions. This RFP is not an offer to enter into a contract. Rather, the purpose of this RFP is to solicit input from firms and individuals interested in providing the services described herein. The PROPOSAL will inform the Southeastern’s selection of a firm and/or individual for the Program Manager position as outlined in Section 3.3.1. A contract will be offered after the selection of a firm and/or individual.

**SOUTHEASTERN:**

Southeastern Colorado Water Conservancy District acting by and through its Water Activity Enterprise (Southeastern)

**PROJECT:**

Arkansas Valley Conduit (AVC) Project and Coordination Management Services

**SOUTHEASTERN CONTACTS:**

Consultants shall submit the PROPOSAL at [www.BidNet.com](http://www.BidNet.com) to  
Leann Noga, Executive Director  
Southeastern Colorado Water Conservancy District

**Communications and Southeastern Contact**

On behalf of the Southeastern, **Leann Noga** will act as the sole point of contact for this RFP and shall administer the RFP process. All communications shall be submitted in writing, in person drop off or by email, and shall specifically reference this RFP. All other questions or comments should be directed to the Southeastern Contact at [www.BidNet.com](http://www.BidNet.com) as follows:

**Leann Noga**  
**Executive Director**  
**Southeastern Colorado Water Conservancy District**  
**31717 United Avenue**  
**Pueblo, CO 81001**  
**719-948-2400**  
**[info@secwcd.com](mailto:info@secwcd.com)**

## **PROPOSAL DUE DATE AND TIME:**

### **Submission of PROPOSAL**

Consultant's PROPOSAL shall be submitted as follows:

Electronic and/or written printed submittals must be received by 2:00 p.m. MST, August 9, 2024.

All PROPOSALS must be submitted pursuant to the instructions below. It is the Consultant's sole responsibility to ensure that the PROPOSAL is delivered by the required due date and time and as specified. Southeastern has the right to reject any PROPOSALS not meeting the requirements specified in this document.

Within **five (5)** business days of issuance of the RFP, interested firms and individuals shall submit (in writing) an acknowledgement that they have received the RFP and plan to submit a PROPOSAL as a potential Consultant. If the Consultant plans to submit a PROPOSAL, the acknowledgement shall identify and provide full contact information for the Consultant Contact.. The Consultant Contact, who shall be the Consultant's single point of contact for the notice of any future documents, notices and addenda associated with this RFP. Such acknowledgement must be electronically transmitted to the Southeastern Contact at the email address noted above.

### **Addenda**

If any revisions to the RFP or procurement process become necessary or desirable (at the Southeastern's sole discretion), the Southeastern may issue written addenda. **The Southeastern will post addenda to [www.Bidnet.com](http://www.Bidnet.com) website.** The Southeastern will link all addenda on the Bidnet Project website at the following address: **[www.secwcd.org](http://www.secwcd.org)**. The Consultant's contact person will be notified by email when and if an addendum is issued. **It is Consultant's responsibility to adhere to addenda prior to submitting its PROPOSAL.** . Southeastern reserves the right to extend the response date, as may be appropriate.

## **SECTION 1: PROJECT DESCRIPTION**

### **1.1 Project Background**

The Arkansas Valley Conduit (AVC) Project was originally authorized by Congress as part of the Fryingpan-Arkansas (Fry-Ark) Project. The AVC was not constructed with the project, primarily because the beneficiaries were unable to repay construction costs. However, the need for the AVC still remains to meet two important water supply needs: (1) needs associated with drinking water quality, and (2) the need to meet existing and future water demands. In support of the proposal to construct the AVC, the Bureau of Reclamation (Reclamation) prepared several reports and documents, including the AVC and Long-Term Excess Capacity Master Contract Final Environmental Impact Statement (FEIS). The FEIS disclosed potential environmental consequences associated with constructing and operating the proposed AVC. It also emphasized the need to develop facilities and contracts (proposed actions) for the Arkansas River Basin to ensure that water delivery meets Federal and State drinking water standards, as well as existing and future water demands. Following completion of the FEIS, the Record of Decision (ROD) was signed by the Regional Director of Reclamation's Great Plains Region (recently renamed Missouri Basin and Arkansas-Rio Grande-Texas Gulf Regions) on February 27, 2014. Changes to the project since 2014 are described in the Supplemental Information Report, dated May 2021

Additional information on the AVC can be found on the following web site:

<https://secwcd.org/content/arkansas-valley-conduit>  
<https://www.usbr.gov/gp/eca/avc/>

### **1.2 General Project Description**

The AVC will deliver water for municipal and industrial (M&I) to 39 consecutive water systems (Participants) to use within the boundaries of Southeastern. This water supply is needed to supplement or replace existing poor-quality water and to help meet projected future water demands for AVC Participants. The general AVC layout map is shown on Figure 1

**FIGURE 1 – AVC GENERAL LAYOUT MAP**



The overall AVC Project has been divided into two sub-projects. Reclamation is funding, designing, and constructing the "Trunk Line" shown in dark blue on Figure 1 (referred to as the Reclamation Sub-Project). Southeastern is responsible for financing, designing, and constructing the "Spur and Delivery Lines" portion of the

Project (referred to as the Southeastern Sub-Project). The Spur lines are shown in green on Figure 1. There are three spur line sections included in this sub-project which are defined as follows:

- **Sugar City Spur:** Begins at the point that the pipeline forks prior to Olney Springs and Manzanola. The Sugar City Spur follows State Highway 96 towards Sugar City.
  - 96,400 feet of 6 to 10- inch diameter waterline
- **La Junta Spur:** Begins at the point that the pipeline forks after Rock Ford. The La Junta Spur is the pipeline which follows U.S. Route 50 towards Swink and La Junta.
  - 108,000 feet of 6 to 14- inch diameter waterline
- **Eads Spur:** Begins at the point that the pipeline forks prior to the Wiley delivery line. The Eads Spur parallels U.S. Route 287 towards Eads. The Eads Spur also includes a pumping station required to convey water to Eads.
  - 140,000 feet of 8- inch diameter waterline

In addition to the spur lines the Delivery Lines (not shown on Figure 1) are defined as any other pipelines which branch off the trunk line or spurs:

- **Delivery Lines:** Begins at the connection point to the spur or trunk line and ends at the point of delivery to the Participant where disinfection occurs.
  - 290,000 feet of 4 to 8- inch diameter waterline

### **1.3 AVC Project Partners and Participants**

The AVC Project partners are Reclamation and the Southeastern. They are jointly responsible for the design and construction of the project. There are 39 communities and other water suppliers who will receive water from the AVC Project (AVC Project Participants).

The key Reclamation offices involved with the AVC Project include the:

- Eastern Colorado Area Office (Loveland, CO)
- Missouri Basin and Arkansas-Rio Grande-Texas Gulf Regions – Regional Office (Billings MT)
- Technical Service Center (Denver, CO)
- Office of the Commissioner (Washington, DC)

For the Southeastern, the District's executive director will have overall responsibility for Southeastern's role in the AVC Project, subject to the direction of the board of directors and the board's AVC Project Committee. The executive director and some of the staff working on the AVC Project are located in the Southeastern's Pueblo office. Other staff work remotely. The Southeastern also uses consultants to work on selected aspects of the project.

The AVC Project Participants are individually responsible for managing any improvements needed in their respective water treatment and delivery systems so that they can take water from the AVC Project. The AVC Project Participants are listed below:

#### Pueblo County

- Town of Boone
- Avondale Water & Sanitation

#### Crowley County

- 96 Pipeline Company
- Crowley County Water Association
- Town of Crowley
- Town of Olney Springs
- Town of Ordway
- Town of Sugar City

#### Bent County

- Hasty Water Company
- City of Las Animas

- McClave Water Association
- Prowers County
- City of Lamar
  - May Valley Water Association
  - Town of Wiley
- Kiowa County
- Town of Eads
- Otero County
- Beehive Water Association
  - Bents Fort Water Company
  - Town of Cheraw
  - East End Water Association
  - Eureka Water Company
  - Fayette Water Association
  - Town of Fowler
  - Hilltop Water Company
  - Holbrook Center Soft Water
  - Homestead Improvement Association
  - City of La Junta
  - Town of Manzanola
  - Newdale-Grand Valley North Holbrook Water
  - Patterson Valley
  - Riverside Water Company
  - City of Rocky Ford
  - South Side Water Association
  - South Swink Water Company
  - Town of Swink
  - Valley Water Company
  - Vroman Water Company
  - West Grand Valley Water
  - West Holbrook Water

#### **1.4 Southeastern's Role in Project Management**

Southeastern's role in the AVC Project is threefold: (1) coordinating and interacting with Reclamation on the design and construction of the Reclamation Sub-Project, (2) obtaining financing for, and designing and constructing, the Southeastern Sub-Project, and (3) coordinating with AVC Project Participants to ensure that their systems can properly and timely connect to the AVC Project and that they are fully informed about the status of the AVC Project's construction.

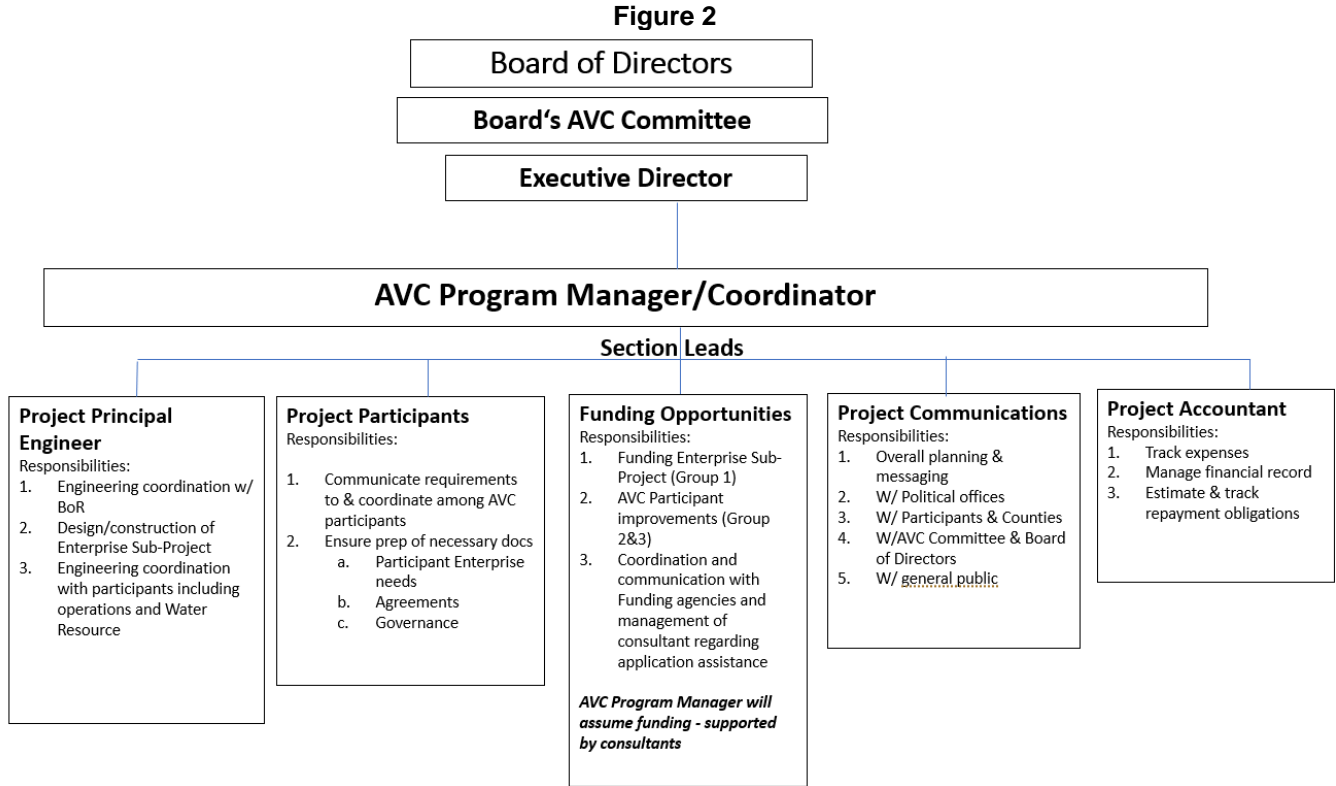
The executive director is responsible for ensuring, subject to the direction of the board of directors, that Southeastern's role in the AVC Project is effectively and efficiently managed. The Program Manager will report directly to and work closely with the Executive Director and be responsible for maintaining a healthy working partnership with Reclamation and the participants.

The Program Manager will be responsible on a day-to-day basis for directing and managing all activities necessary to carry out the Southeastern's role. The Program Manager, in fulfilling overall project management responsibilities, will focus on the following task areas:

- Coordination with Reclamation Project
- Project Engineering
- Project Participants
- Funding Opportunities

- Project Communication
- Project Accounting

In carrying out these responsibilities, the Program Manager will coordinate the work of the section leads shown in Figure 2 for the the AVC Project team organizational layout.



## **SECTION 2: SCOPE OF SERVICES**

### **2.1 Program Manager Objectives**

The Program Manager is responsible for managing a team of professional section leads to ensure forward movement of the Arkansas Valley Conduit and eventual completion. The Program Manager should think creatively to solve problems, enhance project scope, establish and meet Project deadlines, and meet Project initiative and goals. The Program Manager must work collaboratively and monitor and communicate project progress in a fast-paced environment.

The Program Manager must be proficient in creating detailed plans, bringing people together, working as a team leader, problem-solving, an effective communicator, highly organized, skilled in developing and implementing a records management system, and must be self-motivated.

The term of the contract will be for 2 years from the date of the notice to proceed, with the option to extend the contract at the sole discretion of Southeastern.

### **2.2 Scope of Work**

In general, Southeastern is seeking a professional firm to provide a person or persons to provide project management oversight. The general scope of services for the Program Manager includes:

- **Administration Responsibilities:**

- Establishing and maintaining project objectives, long and short-term timelines, documents, tracking, process details, milestones and goals, smooth forward project movement, and coordinate all project tasks and elements with assistance of section leads.
- Training staff on key responsibilities of project management
- Oversee, coordinate and ensure communication with all section leads, which include Project Engineers, Project Participants, Project Communication and Project Accountant.
- Plan and manage team goals, project schedules and new information
- Establish and implement a records management system for historical and contemporary documents associated with the development and implementation of the District's actions associated with AVC.
- Oversee current project and coordinate and oversee all team members to keep workflow on track, setting deadlines and ensuring that deadlines are met

- **Communication Responsibilities:**

- Presentations to small and larger group settings such as Board of Directors, Funding agencies, Project Participants, Reclamation leadership, etc.
- Communicate with Reclamation and AVC participants to create a partnership relationship
- Communicate Project expectations by planning, monitoring, appraising and reviewing job contributions.
- Ensure communication with accounting regarding budgeting and financing for the project change
- Communicating with Executive Director and the board to keep the project aligned with their goals

- **Funding Opportunities Responsibilities:**

- Seeks funding Southeastern Sub-Project (Group 1)
- Seek funding for AVC Participant improvements (Group 2 & 3)
- Coordination and communication with funding agencies and management of consultant regarding application assistance
- The Program Manager will conduct investigations into all possible Project funding opportunities including, but not limited to all state and federal opportunities including but not limited to investigation, relationship building, meeting in person and virtual, providing presentations, managing Consultants (such as grant writers), etc.

- **Travel Responsibilities:**

Travel and In-Person Attendance will be required to effectively lead the District's interactions with the Participants of the Arkansas Valley Conduit, Reclamation, and other state and federal agencies

- Required to report in person to the Southeastern District Headquarters consistent with objectives set out by the Executive Director based on individual tasks.
- Travel Requirements will include travel throughout the Southeastern Colorado Water Conservancy District Boundaries, to the key Reclamation offices, as well as a possibility



of out-of-state travel on occasion.

### **SECTION 3: PROCUREMENT PROCESS**

#### **3.1 Project Procurement Schedule**

The following is the Project Procurement Schedule. The Southeastern reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below.

<b>Date</b>	<b>Activity</b>
July 12, 2024	Issue RFP
July 24, 2024	Last Date to Submit Questions Regarding the RFP
August 9, 2024	PROPOSAL Due Date
August 12-16, 2024	Review PROPOSAL
August 19-21, 2024	Compile Review results
August 22-23, 2024	Committee Meeting: Recommendation of Selected Firms and individuals to Committee with Action
August 26, 2024	Notify Selected Firm(s) of Recommended Selection
August 26-30, 2024	Develop Contract with Detailed Scope of Services for Projects, Fee Negotiation, and Legal Reviews
September 19, 2024	Board Meeting: Committee Recommendation of Contract to Board with Approval
September 20, 2024	Execute Contracts
September 23, 2024	Notice to Proceed

#### **3.2 Definitions**

- 3.2.1 Business Day:** any day on which the Southeastern is open for regularly conducted business.
- 3.2.2 Key Team Members:** Individuals who will be assigned to the Project who play an important role in the design or management of the Project.
- 3.2.3 Management Team:** All entities listed by the Designer as providing services on the Project. The Designer is not required to list all members of the Design Team in the PROPOSAL. Members of the Design Team may also be referred to as "Team Members."
- 3.2.4 Procurement:** The Southeastern's process for selecting a Design Team(s) for this Project.
- 3.2.5 Procurement Documents:** All documents issued by the Southeastern in connection with the Procurement or Project.
- 3.2.6 Projects of Similar Scope and Complexity:** Projects that had completion dates within the last 10 years and that have many or all the following characteristics:  
Projects of a similar size and budget that include design and construction of small community water systems, pipelines, and pump stations.
- 3.2.7 RFP:** The Southeastern's Request for Proposal, which will be issued for the purpose of selecting a Program Manager.

#### **3.3 Outline of the Procurement Process**

##### **3.3.1 Request for Proposal (RFP).**

This RFP invites firms or individuals to submit PROPOSALS describing in detail their technical, management, and financial qualifications to organize and manage the Project. The issuance of this RFP is the first step of the Procurement process which includes:

- Issue RFP
- Submittal of PROPOSAL
- Selection of Consultant(s).
- Negotiation of Scope of Services and Project Management Fees
- Contracting for Services`

### **3.3.2 Submittal of PROPOSAL**

Consultants will submit their PROPOSAL and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFP and any Addenda. The Southeastern will not consider a PROPOSAL or other deliverables that are submitted after the time set forth in the RFP. Consultants are solely responsible for making sure that the Southeastern receives the PROPOSAL in a timely fashion.

The Southeastern will evaluate the information submitted by each Consultant. All PROPOSALS will be evaluated in accordance solely with the criteria established in the RFP and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.

### **3.3.3 Contracting for Services**

The negotiated scope of services, fees, and agreement provisions will be incorporated into a Contract for Southeastern approval. A notice-to-proceed will be issued upon Board approval and execution of the Contract(s).

### **3.3.4 General Conditions of Contract**

#### **3.3.4.1 Southeastern Authority**

Southeastern is a **Water Conservancy District** acting by and through its Water Activity Enterprise (Southeastern) in the State of **Colorado**

#### **3.3.4.2 Rights of the Southeastern**

Southeastern reserves, holds, and may exercise, at its sole discretion, the following rights and options regarding this RFP and selection process in accordance with the provisions of applicable law:

- To transmit the RFP to and invite a SOP from any firm at any time during the selection process.
- To determine that any SOP received complies, or fails to comply, with the terms of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective respondents who have received a copy of this RFP.
- To conduct investigations of any or all the respondents, as Southeastern deems necessary or convenient, to clarify the information provided as part of the SOP, and to request additional information to support the

information included in any SOP.

- To suspend or terminate any portion of or all the selection process described in this RFP at any time (in its sole discretion). If terminated, Southeastern may commence a new selection process or exercise any other rights provided under applicable law without an obligation to the respondents.
- To eliminate from further consideration any respondent who communicates with Southeastern Board director or staff regarding this RFP, other than the designated contact person listed herein.

### **3.3.5 Conflict of Interest and Communication with the Southeastern**

Consultants are required to conduct the preparation of their PROPOSALS with professional integrity and free of lobbying activities. Communication with the Southeastern regarding this Project shall be via email or regular mail only and directed to the Southeastern's Contact: Do not communicate about the Project or the Procurement with any other Southeastern employees, representatives, or consultants. Communication with other Southeastern employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Consultant or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Consultants may be the cause for Southeastern to disqualify the Consultant team from submitting a PROPOSAL to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Consultant or Team Member.

### **3.3.6 Expenses of Consultant**

Southeastern accepts no liability for the costs and expenses incurred by firms and individuals in responding to this Procurement. Each Consultant that enters the Procurement process shall prepare the required materials and the PROPOSAL at its own expense and with the express understanding that the Consultant cannot make any claims whatsoever for reimbursement from the Southeastern for the costs and expenses associated with the process, even in the event the Southeastern cancels this Project or rejects all PROPOSALS.

### **3.3.7 Proprietary Information**

All materials submitted to the Southeastern become public property. If the PROPOSAL contains proprietary information that the Consultant does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Southeastern 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 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. Consultants shall not be permitted to mark entire PROPOSAL as proprietary.

### **3.3.8 Protest Procedures**

Any protest to an Southeastern'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 Southeastern's applicable procedures and with applicable law.

### **3.3.9 Officials Not to Benefit**

No Member of the Delegation to the Congress, Resident Commissioner, or official of the District shall benefit from the RFP other than as a water user or landSoutheastern in the same manner as other water users or landSoutheasterns.

### **3.3.10 Equal Employment Opportunity**

Southeastern will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Southeastern will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Southeastern agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

**3.3.10.a** Southeastern will, in all solicitations or advertisements for employees placed by or on behalf of the District, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**3.3.10.b** Southeastern will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**3.3.10.c** Southeastern will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the District's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 3.4 Southeastern will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.5 Southeastern will furnish all information and reports required by Executive Order No. 1246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.6 In the event of Southeastern's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and Southeastern may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided

by law.

## **SECTION 4 : PROPOSAL DOCUMENTATION REQUIREMENTS**

### **4.1. PROPOSAL Format Requirements**

The PROPOSALS shall comply with the following format requirements:

**4.1.1** PROPOSALS shall be formatted in searchable .pdf format minimum 12 font.

**4.1.2** The body of the PROPOSAL shall be organized in accordance with Section 4.2.

### **4.1 PROPOSAL Organization**

The RFP shall be a maximum of 15 pages in length (excluding any RFP cover, cover letter, and rates sheet) and a maximum of two 11X17" pages may be used at the Consultant's discretion otherwise all pages shall be 8.5X11". PROPOSALS shall consist of and be organized as follows:

#### **4.1.1 Letter of Interest (cover letter)**

The PROPOSAL must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Consultant and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) 8.5X11" pages.

#### **4.1.2 Project Approach**

Discuss the project approach including the ability to adjust to changing project schedule, management of overall project, management of section leads, communication, overall project layout, coordination with Reclamation, AVC Participants, other Consultants, and other Stakeholders.

This section is part of the 15-page limit.

#### **4.1.3 Team Organization**

**4.1.3.1** Provide an organization chart (showing Team Members, Key Team Members, and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy.

**4.1.3.2** Provide a resume for all Key Team Members. Resumes should be no longer than 2 pages and should include the following information:

- Description of the individual's proposed Project role;
- Identification of employer and number of years employed by the firm;
- Educational background, professional licenses, and/or certifications;
- Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and

**4.1.3.3** Provide general billing rates for your Key Team members including general mark-up percentage for expenses and sub-consultants, if applicable.

This section is part of the 15-page limit. Resumes are not part of the 15-page limit.

**4.1.4 Project Experience**

Describe the Program Manager’s past performance in successfully managing projects of Similar Scope and Complexity that include management and communications of an integrated team of consultants and client professional staff. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.

Describe the Program Manager’s past performance working together and/or describe the steps the Program Manager has taken to promote integration and a collaborative working environment.

This section is part of the 15-page limit.

**4.1.5 Ability to Meet Schedule**

Describe the Program Manager’s ability and approach to meeting or expediting the project schedule accounting for the coordination needs with the Executive Director, Board, Section Leads, Participants, and Stakeholders.

This section is part of the 15-page limit.

**4.1.6 Proposed Fee Schedule for 2024 through 2026.**

Provide your proposed fee schedule including hourly rates and other project expenses for the remainder of CY 2024 through 2025 including labor and other non-labor costs and any mark-ups. Provide one fee schedule to cover this entire period. Limit to 2-pages.

In addition, provide what yearly increases at these rates you would propose after CY 2025.

This section is not part of the 15-page limit.

**SECTION 5: PROPOSAL and RFP EVALUATION CRITERIA AND SUBMITTAL INFORMATION**

**5.1 PROPOSAL Evaluation Priority and Weighting**

The PROPOSAL will be evaluated according to the following criteria in order priority and weighting:

- Letter of Interest (No Weighting)
- Project Approach 40%
- Project Management 25%
- Project Experience and Past Performance 20%
- Program Manager Fees 15%

**5.2 RFP Evaluation** The information provided in the PROPOSALS will be used to select the most qualified candidate according to the Southeastern’s judgement regarding the best suited Consultant for the Project.

**SECTION 6: LIST OF ATTACHMENTS**

- A. Example Project Management Services Agreement

# Exhibit A

## Example Project Management Services Agreement

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**Agreement for Project Management Services  
Between the  
Southeastern Colorado Water Conservancy District  
and  
Consultant**

This Agreement is between the Southeastern Colorado Water Conservancy District (DISTRICT), Pueblo, Colorado, and \_\_\_\_\_ (CONSULTANT), effective \_\_\_\_\_ under the terms and conditions set forth herein. District and CONSULTANT are jointly referred to herein as the "Parties."

### RECITALS

WHEREAS, the DISTRICT desires to employ CONSULTANT's services for the Arkansas Valley Conduit (AVC) Project Management services; and

WHEREAS, CONSULTANT desires to provide such services to DISTRICT under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### Terms of Agreement

1. During the term of this Agreement, CONSULTANT hereby agrees to provide the DISTRICT with the scope of services as outlined in **Attachment A** (the attachment is blank) of this Agreement.
2. Unless otherwise agreed to in writing by the Parties, CONSULTANT will perform all services under this Agreement by and through the persons of CONSULTANT.
3. CONSULTANT will communicate regularly with the DISTRICT regarding status of the project budget and schedule as well as technical activities including information coordination with DISTRICT.
4. DISTRICT will designate an individual to be the primary contact for CONSULTANT, but CONSULTANT will remain available to work with other DISTRICT staff or board members upon request.

5. Beginning <date> and on the last day of each month thereafter, CONSULTANT will bill the District for services performed during the preceding month. The total fees shall not exceed the amounts shown in **Attachment A** without prior written District approval. Also included will be an itemization of expenses incurred during the preceding month. CONSULTANTS will pro-rate expenses with other CONSULTANT clients when appropriate.
6. Within thirty (30) days of billing, the DISTRICT will remit billed amounts to CONSULTANT.
7. This Agreement remains in effect from \_\_\_\_\_, <DATES>. Either party may seek to amend, extend or terminate the Agreement with 30 days written notice to the other party.
8. All work done by CONSULTANT shall be of the professional standard of care defined herein as performing services in a manner consistent with that level of care and skill ordinarily exercised by other members of CONSULTANT's profession practicing in the same locality under similar conditions and at the date the services are provided ("Standard of Care"). No other representation, guarantee or warranty, express or implied is included or intended in this Agreement or in any communication (express or written), certification, report, opinion, document, or Instrument of Service.
9. Pursuant to this Agreement, CONSULTANT will be treated as an independent CONSULTANT. The Agreement is non-exclusive; CONSULTANT has and will continue to have other business activities and perform services for persons other than DISTRICT. CONSULTANT shall have the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Neither CONSULTANT, its employees nor sub-CONSULTANTS are to be considered employees or agents of the DISTRICT. DISTRICT shall not withhold from CONSULTANT compensation any amount that would normally be withheld from an employee's pay.
10. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.
11. This Agreement may not be assigned by either party without DISTRICT the other party's prior written permission.
12. The waiver by either party of a material breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.
13. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both DISTRICT and CONSULTANT.
14. No member of the Board of Directors or District employee shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the Corporation's general benefit.
15. This agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings between DISTRICT and CONSULTANT.



16. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Colorado without regard to conflicts of law principles.
17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
18. Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of a legislative, administrative, or judicial entity; acts of DISTRICT's separate Agreements and CONSULTANTS; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.
19. Nothing contained in this Agreement shall create a relationship with or cause of action in favor of a third party, against either CONSULTANT or DISTRICT.
20. Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, indirect, exemplary, punitive, penal, multiple, or other special damages incurred by the other party or for which either party may be liable to any third party.
21. STATUTE OF LIMITATION REDUCTION. Causes of action between the parties to this Agreement pertaining to acts or failures to act, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of CONSULTANT's services for acts or failures to act occurring prior to Substantial Completion of CONSULTANT's services, or the date of issuance of the final payment to CONSULTANT for acts or failures to act occurring after Substantial Completion of CONSULTANT services. However, the statute of limitations may commence to run sooner than the dates of Substantial Completion of CONSULTANT's services or final payment to CONSULTANT in accordance with applicable statutory or common law. DISTRICT agrees that any claim or suit for damages made or filed against CONSULTANT by DISTRICT will be made or filed solely against CONSULTANT or its successors or assigns and that no shareholder or employee of CONSULTANT shall be personally liable to DISTRICT for damages under any circumstances.
22. CONSULTANT will not take title to, will not accept risk of loss with respect to, and will not be responsible for the removal and disposal of any hazardous materials found at the Project site.
25. CONSULTANT will indemnify, defend, and hold harmless DISTRICT against any and all liability for leasing company's errors & omissions, bodily injury including death, bodily injury to leasing company's employees, property damage. All policies held by the leasing company, General Liability, Automobile Liability and Umbrella/Excess Liability will be endorsed to show DISTRICT as an Additional Insured, provide Waiver of Subrogation favoring DISTRICT and Leasing Company's policies will be Primary to any insurance carried by DISTRICT and DISTRICT policies will not be required to contribute to any losses or suits.
26. Insurance Requirements:
  - General Liability \$2,000,000 per Occurrence
  - Auto Liability \$2,000,000 per Occurrence
  - Limits can be satisfied with an Umbrella/Excess Liability policy

- 27. COST ESTIMATES. Any cost estimates, financial analyses and economic feasibility projections provided by CONSULTANT will be on a basis of experience and judgement. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that financial aspects, economic feasibility projections, bids or ultimate construction costs will not vary from these cost estimates.
  
- 28. LIMITATIONS OF LIABILITY. Excluding CONSULTANT’S liability for bodily injury or damage to the property of third parties, the total aggregate liability of CONSULTANT arising out of the performance or breach of this Agreement shall not exceed the compensation paid to CONSULTANT under this Agreement. Notwithstanding any other provision of this Agreement, CONSULTANT shall no liability to the DISTRICT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit, operating costs, and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort, strict liability or otherwise of CONSULTANT, its employees, or subconsultants.
  
- 29. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by CONSULTANT if authorized in writing or otherwise confirmed by DISTRICT. Additional services will be paid for by DISTRICT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by DISTRICT and CONSULTANT. In the absence of an express agreement about compensation, CONSTULTANT shall be entitled to an equitable adjustment to its compensation for performing such additional services.

Entered this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Southeastern Colorado Water Conservancy District (DISTRICT)

By: \_\_\_\_\_  
Date

\_\_\_\_\_(CONSULTANT)

By: \_\_\_\_\_  
Date

**ATTACHMENT A**

**Scope of Services and Fee for Consulting Services  
To  
Southeastern Colorado Water Conservancy  
District**