



## **REQUEST FOR PROPOSALS**

**for**

### **DESIGN-BUILD SERVICES SWAN RIVER RESTORATION REACH B DESIGN-BUILD PROJECT**

**POSTED JUNE 25, 2020**

#### **Proposals Due:**

Tuesday, July 21, 2020 by 3:00 PM MST/MDT

#### **Overview**

Summit County Government (“County”) is soliciting proposals from qualified Design-Builders (Proposers) with specific expertise in stream assessment, design, restoration, and construction for the opportunity to develop a final Design-Build approach on approximately 30 acres of the Williams Placer Open Space in the Swan River Valley in Summit County, Colorado. The final Design-Build approach will reflect the principles set forth in the preliminary and 30% restoration design plans (see Attachments to RFP). The County owns the property where this restoration work will occur jointly with the Town of Breckenridge (Town), but the County is taking the lead on this restoration project and all contracting. Ultimately, the County is seeking to restore aquatic habitat, stream functions, and recreational opportunities to this section of river that was significantly altered by historic dredge mining. Based on the preliminary design plans and funding procured to date, the estimated total project budget is \$1,400,000.

The long-term project goal among the project partners is to restore a total of approximately 12,200 linear feet of the impacted Swan River; however, this RFP is directly related to the approximately 4,800 linear feet of river designated as Reach B on County- and Town-owned land (Project Area). The Project Area is bound to the east by the Mascot Placer (private property), to the west by a previously restored stream reach and Rock Island Road, and to the north and south by the White River National Forest.

The Project Area comprises a highly disturbed aquatic and riparian upland environment heavily impacted by historic mining activities that dredged the valley bottom, obliterating the original Swan River channel and adjacent natural ecosystems. The active channel was relocated to the north, paralleling an unpaved roadway (Tiger Road/County Road 6) in a straight ditch where surface flows disappear from midsummer through the winter. The existing river corridor contains minimal riparian habitat or existing ecosystem function. Approximately 85-90% of the Project Area is barren cobble with minimal ecological, aesthetic, or recreational appeal. However, a wetlands complex adjacent and to the south of the Reach B project area is in relatively good ecological condition. Dredge gravel removal at the Reach B project site is ongoing. Gravel removal is occurring in such a manner as to achieve a final grade that facilitates the envisioned Reach B restoration.

The Project Area is subject to permit conditions associated with mining and reclamation permit M-1993-035 (Williams Placer) administered by the Colorado Division of Reclamation, Mining and Safety (DRMS). The County has established a strong and collaborative working relationship with DRMS to maintain permit compliance while simultaneously achieving project restoration goals. In 2019, DRMS accepted an acreage reduction request to remove Reach A from the active mine permit boundary. In 2020, DRMS accepted a technical revision to the Reach B reclamation condition to be consistent with the 30% Design Plan. Any future substantial deviations from the approved Reach B reclamation condition may require a subsequent technical revision to the mining permit. The most pertinent mining and reclamation permit documents associated with the Williams Placer Area are included as

attachments to this RFP. All permit documents are available on the DRMS website: [mining.state.co.us/](http://mining.state.co.us/).

Project funding comes from a variety of sources including, grants, dedicated public funds, and in-kind contributions. In-kind contributions are largely related to raw aggregate materials, planting soil, and landscape planting/revegetation by project partners, as well as administrative and support services provided by the County.

The County is currently contracted with a gravel removal civil contractor to remove much of the excess dredge gravel covering the Project Area. Through this agreement, the County collects a royalty on material leaving the site (restricted to Swan River restoration efforts). The gravel removal contractor is also producing and providing the recommended quantities of raw aggregate (i.e., manufactured aggregate, mineral soils, crusher fines, etc.) and following a mining approach aimed at producing the materials and grade suitable for final restoration work to occur.

**A pre-submittal meeting will be held at 10:00 AM MDT/MST on Thursday, July 9, 2020 at the Reach B project site near the intersection of Tiger Road and Rock Island Road** - approximate latitude and longitude: 39.522743, -105.962030 (property address, 4746 Tiger Road, Breckenridge, CO 80424). The purpose of this the meeting will be to discuss the RFP and answer questions regarding development of proposals. This pre-bid meeting is not mandatory, but interested proposers are strongly encouraged to attend.

Proposals will be evaluated to select a Design-Builder with the requisite experience, qualifications, and resources to complete the Project successfully with an agreed upon Guaranteed Maximum Price (GMP) and construction schedule in accordance with the project requirements specified by the County.

Copies of the request are available at [www.SummitCountyCO.gov](http://www.SummitCountyCO.gov) under 'Bids & Proposals' or by request at the County Open Space and Trails Office. Contact Jason Lederer for additional project information at [jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov) or (970) 668-4213.

### Project Background

A Preliminary Design Plan for restoration of the Swan River from the downstream limits approximately at the Tiger Road crossing of Muggins Gulch extending upstream approximately 12,200 feet (2.3 miles) along the center of the Swan River Valley bottom was completed in March 2013 by the Blue River Watershed Group. This Preliminary Design Plan combined two previously completed concept plans: 1) the Swan River Restoration Plan prepared by the County and 2) the Upper Swan River Restoration prepared by the Blue River Watershed Group. The 2013 Design Plan was developed in close coordination with private landowners, Summit County Open Space and Trails, the Town of Breckenridge, and the US Forest Service. Each of these plans are included as attachments to this RFP.

During 2017, Reach A of the Swan River Restoration Project between Muggins Gulch and Rock Island Road was restored to a natural condition. In 2019, the Reach A site opened to the public with a natural surface trail providing access along the stream corridor.

Simultaneous with the Reach A restoration work, gravel removal efforts commenced on Reach B with the goal of facilitating the upstream restoration process on the County and Town-owned property. Since 2016, gravel removal work has been ongoing. Currently, Reach B gravel removal efforts are nearing completion with offsite relocation scheduled for completion by late 2021/early 2022.

The County aims to commence Reach B restoration efforts in 2021 simultaneous with the ongoing removal of any remaining stockpiled aggregate materials. Coordination between the Design-Builder and gravel removal contractor will be necessary to achieve this goal.

The Swan River Restoration Project benefits from strong partnerships among several agencies and organizations,

including the USDA Forest Service - Dillon Ranger District, Colorado Water Conservation Board, Colorado Parks and Wildlife, Blue River Watershed Group, Trout Unlimited (local, state, and national), Friends of the Dillon Ranger District, and others.

Through this partnership and close collaboration, the following goals were established for the project during the early planning phases:

- Create a stable “natural appearing and functioning” river channel incorporating habitat improvements for fish and other aquatic organisms;
- Restore riparian and floodplain function by removing dredge piles within the river corridor, constructing wetland and riparian habitats, and reestablishing vegetation;
- Connect the three tributaries of the Swan River to create the potential for a “meta-population” of native Colorado River cutthroat trout currently confined to the North Fork of the Swan. When all phase of the project are complete, 17 miles of stream will be reconnected;
- Create wildlife habitat for a variety of species;
- Incorporate public fishing and non-motorized trails linking existing recreational trails to the majority of the stream and parking areas designed to accommodate day-use vehicles;
- Provide unique educational opportunities and interpretation of the restored riparian corridor and demonstrate restoration techniques as a model for efforts to reclaim other stream reaches;
- Collaborate with required agencies and private landowners to utilize conditional water rights held by the County to support aquatic and wetland habitats.

### Scope of Services

Proposer shall furnish all labor, transportation, and incidentals necessary to perform the design-build services required to construct an approximately 4,800 linear foot reach of the stream channel, 8.5 acres of riparian area, 10 acres upland area, and two (2) acres of wetlands within Reach B of the Swan River Valley to a highly functioning riverine system. Work shall be completed as set forth in a contract for this project to be negotiated with the County and based upon the Proposers written proposal. Additional information about existing site conditions, available information, and envisioned restoration approach follows.

### Proposed Restoration Approach

As noted previously, a Preliminary Design Plan developed in 2013 laid out the conceptual framework for the restoration of the Project Meeting. This plan is the product of substantial stakeholder input and follows an approach consistent with the established project goals. In 2019, this preliminary design was advanced to a 30% level of design, incorporating new site data (e.g., groundwater conditions), wetlands creation opportunities, Rock Island Road crossing, and tie-in to the completed downstream Reach A. The final design should utilize a natural restoration approach that avoids unnatural structures to control thalweg flow direction and grades (e.g., J-hooks, weirs, cross-veins, etc.). The County and project stakeholders would like the final design to be consistent with the 30% design to the maximum extent possible.

As noted previously, removal of dredge gravels from the Reach B site is ongoing. Approximately 25,000 CY of soil suitable for riparian and upland plantings has been imported to, and stockpiled at, the Reach B project site. The gravel removal contractor will also produce and stockpile a minimum 6,670 CY of 3” – 6” minus gravel and 10,000 CY of crusher fines suitable for use in Reach B restoration.

Due to the demand-based nature of the aggregate materials currently being exported from the Reach B site, we cannot guarantee a final inherited condition (e.g., grades) for the Design-Builder. As necessary, the County will coordinate with the Design-Builder to determine how best to incorporate any excess aggregate materials into the final restoration design.

The contract resulting from this RFP process will provide for the final planning, design, permitting, and construction of the Project Area for the selected Design-Builder. Broad goals for the Project Area include:

- Re-create desirable stream, riparian, wetland, and upland habitat characteristics believed to have existed before early mining practices
- Repair the stream so that it once again flows along the surface, rather than subsurface
- Create a stream channel with morphology resembling reference conditions for a stream in this broad sub-alpine valley
- Allow periodic flooding sufficient to support riparian habitat
- Establish habitat for fish and other aquatic species
- Improve existing road crossings at Rock Island Road
- Provide a successful model of natural stream restoration for implementation for future phases.

Project scope and contracting will be broken into two phases. Phase 1 includes all aspects related to project design and final permitting. Only after acceptance of Phase 1 deliverables will the Design-Builder be given Notice to Proceed (NTP) to Phase 2 – Construction Phase Services.

#### Draft Summary Scope of Services

A draft summary Scope of Services is included below. The final Scope of Services will be negotiated with the Design-Builder. The Proposal shall include any comments or suggested changes to the Scope of Services.

##### A. Design Professional Services

Qualified design professionals shall be licensed in accordance with applicable state licensing laws including, but not limited to a professional engineer licensed by the State of Colorado to practice engineering. Design professionals shall prepare required drawings, specifications, and other design submittals to permit the Design-Builder to complete the Project.

Upon approval of the description of work and contracting with the County, the Design-Builder will commence work on the Design Development Services (Phase 1). The final scope of services will be negotiated and modified based upon discussions with potential Design-Builder and as site conditions warrant. The County requests that proponents discuss proposed Tasks and Scope of Work to ensure that the project costs are minimized while providing the maximum project benefits.

##### B. Phase 1 - Design Development Services

1. Design Management Services – Management and administration of the Design Development Services Agreement obligations including, but not limited to the following:
  - a. Provide all requisite insurance requirements;
  - b. All engineering work (as defined in the Engineers Practice Act §12-25-102(10) C.R.S.) performed on this project shall be performed by or under the responsible charge of a professional engineer licensed by the State of Colorado to practice engineering.
  - c. Develop and update a project management plan that includes design phase quality control procedures;
  - d. Manage subcontractors (contracts and insurance);
  - e. Prepare invoices;
  - f. Prepare miscellaneous submittals to the County; and
  - g. Coordinate any requests for information and/or clarifications, etc.

2. Site Evaluation – Review existing project documents including, but not limited to, preliminary design plans and reports, 30% Design, as well as the USFS Environmental Assessment and Decision Notice, and Mining Permit M-1993-035. Review status of ongoing gravel removal to approximate the amount and location of dredge material to be removed/relocated to create appropriate site topography. This evaluation will be incorporated into the development of project phasing and the construction plan. Review existing channel characteristics and morphology, and the grade of the channel and its banks.
3. Wetland Delineation – Utilizing information from previous field investigations<sup>1</sup> and the Environmental Assessment contained as an attachment to this RFP, and in accordance with methods described in the most current version of the US Army Corps of Engineers Wetland Delineation Manual, with additional direction from the most current version of the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, identify and delineate features within the Project Area that are jurisdictional to Section 404 of the Clean Water Act as necessary to supplement the previous delineation in order to complete project.
4. Permitting – Support the County in acquiring and/or revising all permits required for completion of the Reach B Project. The County will assist on project permitting efforts. We recognize that, at a minimum, the following permits will likely be required for the Project; 1) Section 404 Water Quality Certification from the Army Corps of Engineers, 2) Section 401 Water Quality Certification from WQCD, 3) Summit County Grading Permit, 4) permit coverage under the State Construction Discharge System administered by the WQCD, and 5) Technical Revision and/or Acreage Reduction approval from DRMS for Mining Permit M-1993-035. The County holds an existing mining permit for the site from the Colorado Division of Reclamation, Mining, and Safety (DRMS). As necessary, the County will update this permit prior to start of construction. *Note that the Project Area has not been mapped on the FEMA Flood Insurance Rate Maps (FIRM) and as such a Floodplain Development Permit will not be required from the County for the project.*

We expect the Design-Builder will support the County in preparing all permits for the Project through delivery of appropriate supporting materials including, but not limited to, engineering reports, plans, specifications, narratives, site visits with agency representatives, and completion of relevant paperwork as necessary by appropriately certified Design-Builder team members.

We encourage Proposers to identify any other permits that might be required for the project.

5. Prepare Design Package includes complete drawings, construction phasing plan, typical details, procurement packages, and technical specifications for the entire project. The Design-Builder can self-perform work under the provision that their estimate is open book and subject to review. The design package is to be completed to a level sufficient for commencing construction and satisfying permit requirements prior to negotiation of the GMP so that if the Design-Builder fails to negotiate an

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<sup>1</sup> Field inventories for the Reach A Project Area and adjacent locations were conducted in 2016 to identify wetlands and Waters of the United States. Inventories were conducted using methods described in the US Army Corps of Engineers Wetland Delineation Manual (USACE, 1987), with additional direction from the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (USACE, 2010). The inventory covering an investigation area of approximately 100 acres identified 1.97 acres of open water and zero acres of wetlands. In all cases riparian areas adjacent to open water on dredge mined land lacked hydric soil indicators required for identification of wetlands. A wetlands delineation report and USACE Nationwide 27 application/permit for Reach A will be provided to the contracted Design-Builder to reference for Reach B USACE Nationwide 27 permitting.

acceptable GMP, the County can directly utilize the design package to solicit competitive bid(s) for completion of the remaining project.

The Design-Build team shall include all necessary professional services to acquire the requisite technical and scientific data to complete the project design. The preliminary restoration and 30% designs reflect previous site investigations as well as hydrologic and hydraulic analyses. However, proposers should include any additional work required to complete the project design.

6. The Final Design Plan will address the following elements:
  - a. Channel Form – to achieve an appropriate balance between flow, gradient, sediment size and sediment load. River channel work shall conform to the Colorado Water Conservation Board (CWCB) Rules and Regulations for Regulatory Floodplains in Colorado.
  - b. Aquatic Environment – managing water quality components such as temperature, pH, dissolved oxygen and suspended solids to create a sustainable riverine ecosystem.
  - c. Riparian Habitat – creating/restoring riparian habitat to replicate other natural riparian communities in the region, creating structural and species diversity.
  - d. Upland Habitat – creating/restoring upland habitat via capping, grading, soil amendments and revegetation. This would be the outermost limit of the project, in addition to the grading, excavation, gravel removal and site leveling required to restore appropriate topography.
  - e. Wetlands – create new wetland areas to provide habitat and water quality enhancement. The 30% Design identifies potential locations to create approximately two acres of wetlands on the Reach B project site, however, the County is amenable to other options for incorporating constructed wetlands into the project.
  - f. Trails – trails will support the recreational goals for the project. The construction plan will identify new trail(s) associated with public/fishing access and sustainable passive recreational public uses of adjacent upland areas. Summit County trail crews will construct any trail(s) following completion of project
  - g. Stream Crossing – if not already completed prior construction of the new channel, install a new crossing at Rock Island Road that is consistent with existing design plans. This bridge/crossing will be built to a County standard (refer to Chapter 5 of the County Land Use and Development Code). A 10-foot wide, single-lane bridge is acceptable.

The Final Design Plan documents will be appropriate for supporting regulatory review and permitting by all jurisdictional agencies including, but not limited to, the US Army Corp of Engineers (USACE), Forest Service, DRMS, Colorado Water Quality Control Division (WQCD), and others as applicable. The Final Design will also be suitable for inclusion in status reports to project funders and partners.

Final Design Plans include complete plans, specifications, cost estimate, narrative, and any other documents deemed necessary by the Design-Builder for implementing a Design-Build construction approach for the new river channel, riparian corridor, wetlands, uplands, and associated attributes. The final design will ensure long-term stability and functionality, and natural aesthetics of the site. The final design should be consistent with principles set forth in the preliminary design plans for the project, achieve all project goals, and support all intended final uses for the site.

7. Design Compliance Review - Preparation of design information memoranda, discipline design, and milestone-based workshops. The Design-Builder is responsible for the design of the Project.
8. Project Schedule – Develop a total project schedule defining key inter-project relationships along with milestone dates between the design phase and the construction phase. Monthly monitoring, updating,

and reporting of the project schedule will be required to demonstrate an efficient and time-conscious delivery of the Project.

9. Design Review Committee Meetings – Coordination with strategic project partners including, but not limited to representatives from the County, Town, USDA Forest Service, and Colorado Parks and Wildlife to review designs and provide feedback. We anticipate at least two meetings during the Phase 1 - Design Development process.
10. Project Budget Reporting – Preparation of a project budget monitoring protocol to provide monthly updates on the status of the following financial attributes of the project: updated cash flow projections for the Design Development Services and updated estimated construction costs of the project relative to the budgeted target costs along with any changes to the projected lifecycle costs resulting from design decisions and/or changes.
11. Coordination with Gravel Removal Contractor – As noted previously, gravel removal work is ongoing within Project Site. The Design-Builder will coordinate with the gravel removal contractor as necessary throughout the duration of design, permitting and construction. The lease agreement between the County and gravel removal contractor expires May 8, 2022. All parties will work together in good faith to resolve any issues that may arise.
12. Coordination with Summit County Open Space and Trails Department – For the duration of this project, the Design-Builder will coordinate with Summit County Open Space and Trails Department staff to minimize disruptions to other operations/activities adjacent to, or on the site, while allowing the Design-Builder to pursue and complete any work expeditiously. All parties will work together in good faith to resolve any issues that may arise.
13. Final Design Plan Development – Estimate the cost and timeframe to implement the Construction Plan and achieve the desired project goals. This should address all phases of construction and include a Guaranteed Maximum Price (GMP) for the project.
  - a. GMP Development will commence upon the completion of design and permitting and will include the costs developed through an open book process. The Design-Builder may choose to perform some preliminary aspects of the GMP preparation prior to the acquisition of the permits. However, the GMP will be updated and finalized following acquisition of all permits required for commencing construction. The GMP will also include Design-Builder overhead costs and margins for all work under the Construction Phase Services Agreement, as described in the following outline of Design-Builder Construction Phase Services, as well as any contingency allowances, including the County’s allowance.
  - b. GMP Negotiation, if successful, will result in the execution of an amendment to the “Agreement between Owner and Design-Builder.”

C. Phase 2 - Construction Phase Services (to commence following approval of GMP)

1. Construction – Complete construction of all areas within the Reach B site identified in the Final Construction Plans.
2. Construction Administration Services – Management and administration of the Design-Builder’s Construction Phase contract obligations including, but not limited to, the following activities:
  - a. Provide all requisite bonds and insurance for the construction of the project;

- b. Possess the requisite licenses and assure that all subcontractors are also appropriately licensed and bonded for the tasks needed to complete the construction phase of the project;
  - c. Procure and manage all construction contractors to complete the Construction Phase scope of work for the project;
  - d. Hold progress/construction meetings at regular intervals and submit meeting minutes for review and approval by the County;
  - e. Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.;
  - f. Manage subcontractors (contracts, insurance, and bonds);
  - g. Prepare payment requests and maintain cash flow projection;
  - h. Track permit compliance;
  - i. Track Request for Information and/or clarification (RFIs);
  - j. Prepare as-built drawings;
  - k. Coordinate all monitoring activity as described previously; and
  - l. Administer warranties through the warranty period.
3. Site Security – Site security will be the responsibility of the Design-Builder throughout the duration of the Construction Phase. The Design-Builder will need to develop an acceptable security control plan to control access to the construction site during all phases of construction while maintaining traffic flow on Tiger Road and Rock Island Road to the greatest degree practicable. The Design-Builder will be responsible for construction of any alternate entrance locations or detours, as well as any repairs required to bring facilities back to their current condition. The Design-Builder may close the site to the public during construction.
4. Project Schedule – Develop a project schedule from NTP through construction completion. Project schedule should identify key milestones and deadlines, as well as any periods of inactivity as necessary (e.g., winter construction shutdown). Proposals should also include any other relevant project schedule details as deemed pertinent and necessary.
  - a. Project schedule requirements will include developing a detailed project construction schedule defining construction activities of each element of the project and their interrelationships along with milestone dates relative to project completion and permit requirements. Regular monitoring, updating, and reporting of the project schedule and implementation process will be required to demonstrate an efficient and timely delivery of the product.
5. Project Budget Reporting – Prepare a project budget monitoring protocol to provide regular updates on the status and attributes of the project. Provide documentation of any resultant changes in the projected project costs resulting from construction-related decisions and/or changes.
6. Permitting – Develop an approach and plan for Construction Phase compliance with all permit requirements as well as the completion of all necessary work activities required for the completeness determination of all permits and approvals required to construct and operate the project. All permits, whether obtained by the County or Design-Builder, will become part of the project construction specifications and final design package. Permit completeness determination includes, but is not limited to, the following tasks:
  - a. Develop a permitting compliance schedule and/or matrix, generating and/or assembling associated requisite technical data/documents as required for permit compliance.



- b. Prepare permit applications and fees for all required permits. Note that the County will waive all permitting fees associated with County permits.
- c. Coordinating responses to Requests for Additional Information (RAIs); and
- d. Development of requisite permit compliance and monitoring programs associated with permits obtained by the Design-Builder along with any potential redesign activities required to achieve permit compliance.

The detailed project schedule shall include all critical path permit activities through the issuance of Proposed Agency Action by each respective permitting agency. All permits required to achieve approval to construct or that a delay in the final approval impacts the Project Schedule for the facility completion will be considered critical.

7. Work Execution

- a. *Safety, Responsibility, and Repair of Damage* – The Design-Builder is responsible for ensuring that all work is conducted in a safe and responsible manner. Any damage done to either County, municipal, or private property shall be the responsibility of the Design-Builder to repair, or to make arrangements to repair with the approval of the County. This shall be done prior to final payment of the contract.
  - b. *Supervision* – This contract is under the direct supervision of the County. Any alterations or modifications of the work performed under the contract shall be made only by written agreement between the Design-Builder and the County and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.
  - c. *Working Hours* – The Design-Builder may generally schedule work between sunup and sundown, Monday through Saturday, unless authorized by the County to do otherwise. As necessary, the Project Area can be closed to the public for the duration of construction.
8. Design Compliance Review will include meetings with the County to validate that the design requirements are being provided during the Construction Phase. The County will establish a small project team to communicate with the Design-Builder during this phase. The meetings shall occur at a frequency dictated by the County and agreed upon by the Design-Builder. One objective of these meetings will be to review the Design-Builder's documentation of any resultant changes in the projected costs resulting from construction-related decisions and/or changes.
9. Construction Document Management shall be implemented as defined in the construction management plan to collect and store the following data in a readily retrievable manner: correspondence, payment requests, schedule updates, RAIs and RFIs, change requests, and as-built drawings.
10. Project Closeout – Coordinate activities needed to achieve final completion of the Construction Phase following the notification of Substantial Completion by the County. Closeout activities will include, but not be limited to, the completion of all punch list items defined at the point of Substantial Completion, final permit acquisition/closeout, and project document transfer.
11. As-built Drawings – Prepare as-built drawings and an as-built summary report for the site and submit to the County for approval.

12. Warranty Administration will be provided by the Design-Builder throughout the requisite warranty period and will include activities such as: warranty request tracking, event documentation and response. Geomorphic monitoring shall conform to the CWCB Standard Operating Procedure for Topographic Survey of Stream Channels, direct interface with suppliers requesting and monitoring all warranty service needs and corrective activities, and providing any modification and/or updates to the project record drawings that may result from warranty activities. The warranty period for the Project will be 36 months from date of Closeout unless otherwise negotiated and agreed upon between the County and Design-Builder and included in the amended Contract for Phase 2 – Construction Phase Services.

**Date and time of service**

The anticipated contract period will be for a two (2) year period to allow for both Phases 1 and 2 of the Scope of Work to occur. The timeframe may be modified; however, there is no guarantee that additional funds will be available for any extension of time to fulfill the contract. Potential schedule should be included in written proposal response. NTP will be issued to the Design-Builder upon receipt of a fully executed contract, performance and payment bonds, insurance certificates, and any other documentation required by the County.

**Indemnification and Insurance**

Design-Builder shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Design-Builder, Design-Builder’s sub-contractors or otherwise arising out of the performance of services by Design-Builder. No later than seven (7) days following the execution of an Independent Contractor Agreement between the County and Design-Builder, the Design-Builder shall provide the County with certificates of insurance evidencing the types and amounts of insurance specified below:

- Standard Workers’ Compensation as required by law in the State of Colorado; and
- Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$400,000 on account of any one person and \$1.2 Million for each occurrence of property damage and personal injury; and
- Automobile Liability insurance in those instances where Design-Builder uses an automobile, regardless of ownership, for the performance of the Services. Design-Builder shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$400,000 (bodily injury per person), \$400,000 (each accident) and \$400,000 (property damage).

Insurance coverage shall not be reduced below the limits described above or cancelled without the County’s written approval of such reduction or cancellation. Certificates of such insurance, of agents and subcontractors, shall be provided to the County upon request. With regard to all insurance, such insurance shall:

- Be primary insurance to the full limits of liability herein before stated and, should County have other valid insurance, County insurance shall be excess insurance only; and
- Not cancelled without thirty (30) days prior written notice to the County.

**Proposal Format**

The Proposal shall include the following information. The Proposal shall be letter-sized (8.5” x 11”). Proposals type size shall be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Proposals may include tabloid-sized pages (11” x 17”). Maps, diagrams, schematics, and/or photographs may be used to supplement the text. Costs for performing services outlined in this RFP shall be clearly stated to allow the County to effectively evaluate each proposal.

A. Proposal Format

The Proposal shall include, at a minimum, the following sections:

- Cover Letter
- Proposal requirements
  - Executive Summary
  - Proposer’s Personnel
  - Progressive Design-Build Approach
  - Design Development Services Approach
  - Construction Phase Services Approach
  - Approach to Project Criteria of Significant Interest
- Design-Build team organizational chart and resumes
- Relevant project descriptions

The Cover Letter shall include, at a minimum, the following:

- An introduction to the Proposer, the Project, and the individual pieces of the submittal;
- A statement indicating that the Proposer is hereby submitting, signed by an authorized representative(s), and specifically acknowledges receipt of any addenda by date;
- A statement indicating the Proposer’s intent to execute an Agreement with the Owner if selected for the Project and “Evidence of Authority to Sign” for Proposer.

B. Proposal Requirements

Proposals are to include all of the content outlined in this section and should follow the general organization outlined in this section.

1. Executive Summary

- a. Provide highlights of the general contents of the Proposal. If more than one approach is proposed, provide an overview of each option.

2. Proposer’s Qualifications

- a. Provide overview of the Proposer’s qualifications. Include qualifications of any subcontractors.
- b. Provide an organizational chart and descriptions of roles for key personnel expected to work on this project, and their resumes, which indicate work location, education/certifications, and experience in the following areas:
  - Managing and completing similar projects;
  - Familiarity with stream restoration or similar projects should be described;
  - Familiarity with natural-based stream restoration Design-Build projects. If possible, highlight projects in subalpine environments similar to the Swan River Valley;
  - Performing site remediation (to include estimating associated risks and costs);
  - Experience working on mine sites. Describe any relevant experience related to restoring mined waterways.
  - Working with federal and state regulatory agencies;
  - Experience on the uses of alternative, or innovative technologies;

- Include references and names of staff persons involved in the projects described.

### 3. Progressive Design-Build Approach

- a. Describe your plan for implementing a Progressive Design-Build methodology, including collaboration with the County, and describe how design and construction functions will interact. Outline how you will manage the resolution of potential design issues in the field.
- b. Provide an outline of your health and safety plan and mitigation of any potential offsite impacts (e.g., stockpiling and storage, transport of materials, etc.). Describe how your approach applies to this Project.
- c. Provide an outline of your quality assurance and quality control (QA/QC) plan for both design and construction phases. Describe how your approach applies in an integrated Design-Build environment.
- d. Provide a preliminary summary level schedule for the design and construction of the project. Schedule should reflect the Proposer's methodology for effectively managing and executing the work.
- e. Identify and describe your approach to acquiring any necessary additional permits for the Project.
- f. Provide names(s) of bond or surety company providing bonds – not just the name of the bonding agent. Separate performance and payment bonds, each in the amount of 100% of the awarded contact amount, will be required for the Project and must be in effect and submitted to the County within ten (10) days after Notice of Award. Additionally, a separate warranty bond will be required for the duration of the monitoring period for the amount of the total project construction cost. The bonding company that will provide the required bonds for a Proposer must meet advertised qualifications and have an AM BEST Rating of A- or higher.
- g. Provide documentation verifying that the Proposer satisfies the County's Minimum Insurance Requirements as outlined in the Independent Contractor Agreement. (Refer to copy available on the Summit County Open Space and Trails website.)
- h. Provide any comments or suggested changes to the Draft Summary Scope of Services outlined in this RFP.

### 4. Design Development Services

- a. Describe your general approach to delivering and managing the design development services.
- b. Describe how the design team will be organized and where design services will be performed. Discuss how you will accommodate input from the County, your constructors, other consultants, regulatory agencies, and utilities.

- c. Describe your approach to supporting project permitting and any other permits required for the project that might not already be recognized in this RFP.
  - d. Describe your approach to developing the GMP, including level of effort and resources required to deliver the GMP, and final target cost of construction. Explain how designers and contractors will accurately identify all construction costs and track changes to scope as the design evolves.
  - e. Explain where your project staff will be located and anticipated travel costs.
  - f. Prepare a Scope of Work for the Design Development Services that includes detailed descriptions of the tasks, duties, objectives, work products, and deliverables required to implement the scope of work for the final design, permitting, and GMP development.
5. Construction Phase Services
- a. Describe your general approach to constructing the Reach B project. Describe how your construction staff will interact with the design team to seek design clarifications and resolve design discrepancies in the field.
  - b. Describe how you will document actual construction costs during the construction period and make these costs available to the County for verification and audit.
  - c. Describe your plan for delivering construction, including a summary of work that will be self-performed. For subcontracted work, describe how you will select the best value subcontractors and oversee and guarantee their performance. Describe your approach to hosting a workforce near the construction area as necessary and how you provide adequate dwelling, health, and safety for workers.
  - d. Describe how you will ensure site security during all phases of construction without interruption of normal day-to-day movement along Tiger Road and Rock Island Road
6. Project Criteria of Significant Interest
- a. Provide a description of the existing conditions and how they affect the design and construction of the Project, including but not limited to a description of the watershed and its condition, soils and geology, anticipate cultural resources, protected species issues, floodplain compliance issues, and known site constraints (i.e., other easements, crossings, site access, etc.).
  - b. Gravel removal is ongoing within the Project Area. Discuss your approach to coordinating with the County's gravel removal contractor to support project schedule, budget, and goals, and meet the conditions of Mining Permit M-1993-035.
  - c. Discuss your approach for crossings the new channel at Rock Island Road. We seek cost effective methods that achieve the restoration goals for the project and are as visibly unobstructive/pleasing as possible.
  - d. Wetland creation is an important design component for the project. However, due to the variable and permeable nature of the existing soils across much of the Project Area (i.e.,

dredge gravels), constructing successful wetlands that meet the overall restoration goals presents unique challenges. Describe your approach to wetland creation during the project design and construction phases to ensure maximum likelihood for success.

- e. This project is the product of strong partnerships and collaboration amongst numerous stakeholders. Thoughtful communication is critical to project success. Discuss your approach to communication throughout the project with the County, project partners, community, etc., including during periods of possibly low activity or inactivity (e.g., winter shutdown, etc.).
- f. Describe your approach to enhancing and maintaining the recreational benefit of the Project.
- g. Describe your quality control program including your approach to minimizing rework on the Project.
- h. The Project is funded in part through grants with a finite funding period. Discuss your approach for ensuring staff will be available and/or dedicated to the project throughout project completion to ensure work is completed in a timely fashion and project schedule is not sacrificed.
- i. Identify specific success criteria as you see them.

### **Refinements and Improvements**

Applicants should feel free during the proposal submission process to provide any suggestions or comments that might be advantageous for the County to consider in terms of any efficiencies, issues or processes. The County is not committed to any single scenario, but efficiency of resources and minimizing impacts are critical in completing this work.

The following pages contain the RFP instructions and owners requirements.

### **Part I - ADMINISTRATIVE INFORMATION**

#### **A. Issuing Officer**

This Request for Proposals (“RFP”) is issued by the Summit County Open Space and Trails Department. For questions, please contact Jason Lederer, Senior Resource Specialist at [jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov) or (970) 668-4213

#### **B. Purpose**

This RFP provides prospective Proposers with sufficient information to prepare and submit proposals for consideration by the County. To be considered responsive, each proposal must provide for completion of the tasks outlined in the RFP.

#### **C. Scope**

This RFP contains the instructions governing the proposals to be submitted and the materials to be included therein. These are mandatory requirements that must be met to be eligible for consideration.

#### **D. Scheduling**

Proposals must be submitted via email to [jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov) to the Open Space and Trails Department by **Tuesday, July 21, 2020 no later than 3:00 PM MST/MDT**. The proposal should outline the schedule for commencement of service.

**E. Inquiries and Questions**

Prospective applicants are welcome to make inquiries and ask questions concerning the RFP to obtain clarification of the any requirements or schedule a site visit to the properties. Direct all inquiries to:

Jason Lederer, Senior Resource Specialist  
Open Space and Trails Department  
(970) 668-4213  
[jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov)

**Time Schedule:**

Please note that this schedule may be subject to change.

**Thursday, June 25, 2020** Request for Proposals publicly advertised and posted on County website

**Thursday, July 9, 2020S 10:00 AM MST/MDT** Pre-bid meeting at the Project site

**Monday, July 13, 2020 5:00 PM MST/MDT** Deadline for all Questions

**Friday, July 17, 2020** All Questions, Comments and Responses to Questions posted by the County at Bids and Proposals on [www.SummitCountyCO.gov](http://www.SummitCountyCO.gov)

**Tuesday, July 21, 2020 Proposals must be submitted via email to [jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov) no later than 3:00 PM MST/MDT.** At said time, Summit County will host an Official Bid (Proposal) Opening at 3:00 PM via web conference. If interested in attending the bid opening, contact [jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov) for web conference access information.

Interviews with shortlisted proposers will occur if necessary and at the discretion of Summit County. Notice of Award and Contracting will occur as soon as possible following the bid (proposal) opening.

**F. Instructions for Submission of Proposals**

It is imperative, when submitting a proposal, that the submission email be addressed as follows and with appropriate text in the email subject line and text in the top few lines of the body of the email:

**Email Address:**

[jason.lederer@summitcountyco.gov](mailto:jason.lederer@summitcountyco.gov)

**Subject Line Text:**

Proposal for Swan River Restoration Reach B Design-Build Project

**Body Text:**

ATTN: Jason Lederer, Senior Resource Specialist  
Open Space and Trails Department  
Proposal for Swan River Restoration Reach B Design-Build Services

1. Proposer's company/organization name
2. Contact name and phone number

**G. Late Proposals**

It is the responsibility of each vendor submitting a proposal to ensure that emailed proposals arrive to the Open Space and Trails Department at 3:00 PM MST/MDT on Tuesday, July 21, 2020.

**H. Proprietary Information**

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

**I. Response Material Ownership**

All materials submitted regarding this RFP become the property of the County and will only be returned at the County's option.

**J. Incurring Costs**

The County is not liable for any costs incurred by those who have submitted proposals prior to issuance of a signed contract.

**K. Acceptance of Proposal Content**

The contents from the selected proposer's proposal will become contractual obligations if a subsequent agreement is reached. Failure of the successful proposer to accept these obligations may result in cancellation of the award and such proper may be removed from future solicitations.

**L. Acceptance Time**

The County intends to make a proposal selection within 20 business days after the closing date for receipt of proposals.

**M. Budget**

Costs for performing services must be included in the proposals and should be clearly stated to allow the County to effectively evaluate each proposal.

**PART II – PROPOSAL CONTENT**

The proposal submitted must clearly address the requirements outlined in the RFP. Any concerns that the Proposer may have about meeting these requirements shall be specifically identified in the proposal.

**Standard contract**

Design-Builder will be subject to the terms outlined in the County's standard Independent Contractor Agreement. The County reserves the right to incorporate additional specific contract provisions, including Insurance and Indemnification, into the standard contract or, after the agreed negotiation, incorporate all or some of the County's Standard Contract and the Design-Builder's provisions into a new separate revised contract

**Scope of Work**

Provide an outline of the Proposer's understanding of the project. Summarize the basic approach to providing the services, and any recommendations on improving efficiencies in the process.

**Qualifications**

Proposer shall furnish a summary of experience on similar projects and be prepared to provide examples. Include a brief description of past and current projects. Each summary shall include a brief project description and name, address and phone number of a local contact person involved in the project. The statement of qualifications should also provide a summary of Proposer's ability to successfully complete the requirements of this RFP. The statement of qualification shall be brief but shall include at a minimum the following:

1. Description of similar projects
2. Capabilities (including equipment) and staff
3. Managing and completing similar projects;
4. Familiarity with stream restoration or similar projects should be described;



5. Familiarity with stream restoration Design Build projects. If possible, highlight projects environments similar to the Swan River Valley;
6. Performing site remediation (to include estimating associated risks and costs);
7. Working with federal and state regulatory agencies;
8. Experience on the uses of alternative or innovative technologies.

### **Schedule**

The proposal should include anticipated schedule for the project. The schedule should include provisions for review, revision of draft deliverables, preparation of the final documents, and initiation and completion of restoration construction.

### **Budget and costs**

A complete budget must be included in the proposal, including a "Not-to-Exceed" spreadsheet that itemizes the projected staff days/hours, daily billing rates, labor costs, material costs (and unit rates upon which they are based), project related expenses, and a "Not-to-Exceed" fee for each of the tasks that were described in this RFP. Costs should be broken down for the individual tasks in this RFP to the greatest extent practical.

- A detailed budget proposal shall be provided for the project design phase.
- A discussion and/or budget shall be provided for the construction phase services describing a proposed approach for achieving project goals while staying within project budget and establishing a GMP.

We anticipate a total project budget of approximately \$1,400,000 for project design, permitting, and construction.

## **PART III – PROPOSAL EVALUATION AND SELECTION**

The County intends to engage the most qualified Design-Builder available for this assignment while minimizing the costs to the County. Responsiveness to the RFP will be a principle basis for evaluation. Proposals shall provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. The proposal should clearly express the Proposer's understanding of the County's specific requirements, indicating the Proposer's qualifications to conduct this service in a thorough and efficient manner.

Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public official exercises any substantial discretionary function in connection with a government contract, purchase, payment or other pecuniary transaction without necessary disclosures as defined by Colorado Revised Statutes (C.R.S.) Section 18-8-308 as amended.

All proposals submitted must be valid for a period of ninety (90) days after the date of the proposal opening. Each proponent must submit with the proposal a list of all subcontractors, independent contractors, or subconsultants employed or anticipated to be employed by the Proposer in the performance of the contract. The review committee may select a reasonable number of firms for interviews and reserves the right to conduct such investigations of, and discussions with, proponents or other entities as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

### **Selection Process.**

1. The County reserves the right to reject any and all proposals, to consider alternatives, to waive irregularities and to re-solicit proposals.

2. The County reserves the right to conduct such investigations of, and discussions with, those who have submitted proposals (“Proponents”) or other entities as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
3. All proposals submitted must be valid for a minimum period of ninety (90) days after the date of the proposal opening. Each Proponent must submit with the proposal a list of all subcontractors, independent contractors or sub-consultants employed or proposed to be employed by the Proponent in the performance of the contract.
4. Selection of a Design-Builder will be made at the sole discretion of the County. The County may consider the following criteria when evaluating proposals that includes but is not limited to:
  - a. Cost;
  - b. Understanding of the project goals and objectives;
  - c. Responsiveness and comprehensiveness of the proposal relative to the intent of the RFP;
  - d. General qualifications of the firm and the qualifications of the assigned staff;
  - e. Suitability of the proposed project schedule relative to the project’s requirements and the firm’s record of meeting project completion deadlines;
  - f. Inclusion in the response of convincing scientific/logical strategies and processes, to include innovative approaches as applicable;
  - g. The reputation, experience and efficiency of the Proponent;
  - h. The ability of the Proponent to perform the contract or provide the goods and services within the time specified;
  - i. The comparative quality of the goods and services bid;
  - j. The Proponent’s performance under previous contracts with Summit County;
  - k. The number and scope of conditions attached to the proposal;
  - l. The Proponent’s interest in the project, as well as their understanding of the project scope and the specific requirements of Summit County; and
  - m. The application of all of the above criteria to any sub-consultants, subcontractors or products to be utilized by the Proponent.
5. Contract negotiations will take place with the most qualified Proposer. The County reserves the right to incorporate specific contract provisions into the Proponent’s standard contract if the County’s standard contract cannot be used. Such provisions include but are not limited to insurance and indemnification provisions and governmental immunity provisions. If a contract cannot be successfully negotiated, the negotiations will be terminated in writing and negotiations will begin with the next most qualified Design-Builder.

**RFP ATTACHMENTS:**

Attachment A – 30% Basis of Design Report and Concept Plan

Attachment B – 2013 Swan River Restoration Preliminary Design Report

Attachment C – 2012 Upper Swan River Restoration Concept Plan

Attachment D – 2009 Swan River Restoration – Conceptual Design Plan, Gravel Quantities and Implementation Cost Estimate

Attachment E – Swan River Stream Restoration Environmental Assessment (NEPA Documentation)

Attachment F – USFS Decision Notice and Finding of No Significant Impact

Attachment G - Summit County Independent Contractor Agreement

Attachment H – Mining and Reclamation permit documents

Attachments are available on the Summit County website at the following URL:

<http://www.summitcountycolorado.gov/bids.aspx>