



## PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM REQUEST FOR PROPOSALS

**SUBJECT:** Cottonwood Ranch (CWR) Broad-Scale Recharge (BSR)  
Engineering Design and Construction Administration  
Services

**REQUEST DATE:** January 3, 2017

**PRE-PROPOSAL MEETING:**

**CLOSING DATE:**

**POINT OF CONTACT:** Kevin Werbylo  
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### I. OVERVIEW

The Platte River Recovery Implementation Program (**Program**) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address endangered species issues in the central and lower Platte River basin. The species considered in the Program, referred to as “target species”, are the whooping crane, piping plover, interior least tern, and pallid sturgeon.

A Governance Committee (**GC**) reviews, directs, and provides oversight for activities undertaken by the Program. The GC is comprised of one representative from each of the three states, three water user representatives, two representatives from environmental groups, and two members representing federal agencies. The GC has named Dr. Jerry Kenny to serve as the Program Executive Director (**ED**). Dr. Kenny established Headwaters Corporation as the staffing mechanism for the Program. Program staff are located in Nebraska and Colorado and are responsible for carrying out Program-related activities.

A key milestone for the First Increment of the Program (2007 to 2019) is reducing deficits to United States Fish and Wildlife Service (**USFWS**) target flows by an average of 130,000 – 150,000 acre-ft annually. One of the Program’s Water Action Plan (**WAP**) projects to achieve the reduction to deficits is retiming of excess flows through groundwater recharge. The Program’s Cottonwood Ranch (**CWR**) complex near Overton, NE has been selected as a priority location for implementation of a broad-scale groundwater recharge (**BSR**) project. Water will be delivered to the CWR complex from the Central Nebraska Public Power and Irrigation District’s (**CNPPID**) Phelps County Canal. A series of conveyance structures, berms and/or small dams will be used to create and deliver water to ponds that will function as recharge cells and wetland roosting habitat for the endangered whooping crane.

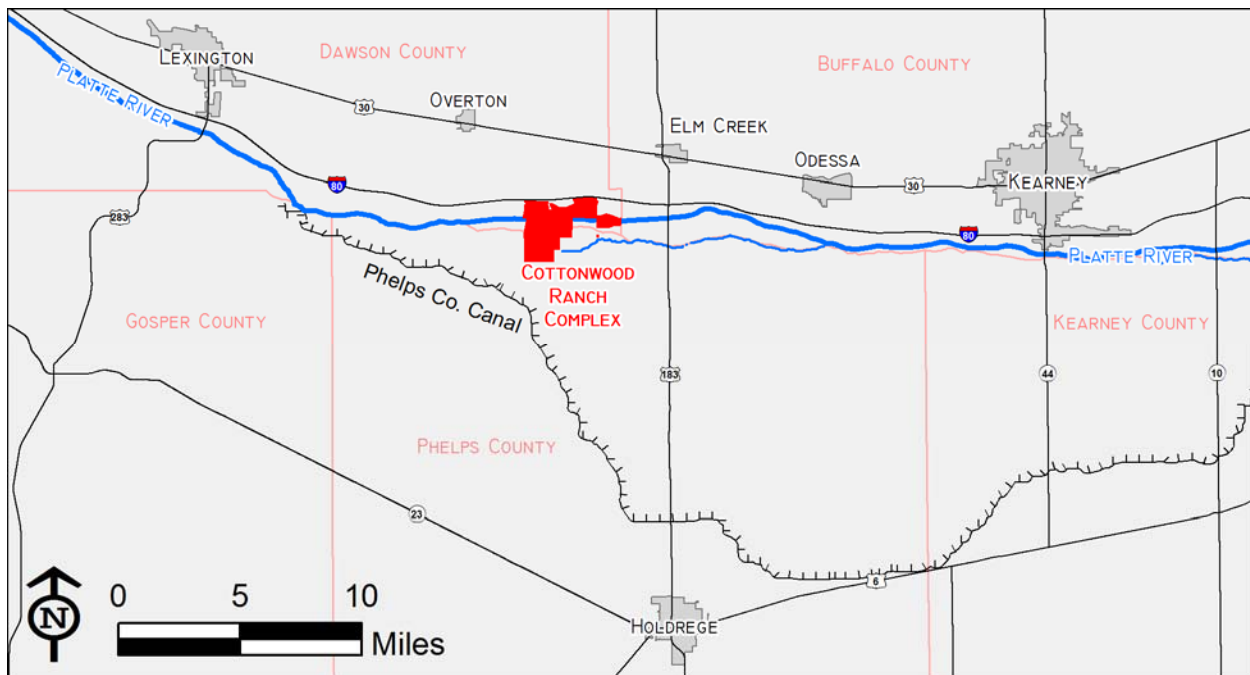
The GC submits this Request for Proposals (**RFP**) to provide engineering design services for the broad-scale recharge project at the CWR complex, to oversee construction bidding and provide construction administration services. Specifically, the Consultant will work with the Executive Director’s Office (**EDO**) to refine existing conceptual designs and develop a final project design



and bid documents. The Consultant will then manage the bid letting process and will oversee administration during project construction. In this document, the term Consultant is used to describe both the RFP respondent providing the proposal and the successful respondent who will be performing the work upon award of the project.

## II. PROJECT DESCRIPTION

The CWR complex is located in Phelps and Dawson Counties between the towns of Overton and Elm Creek, Nebraska (**Figure 1**). The complex includes lands to the north and south of the main channel of the Platte River, but the footprint of the CWR BSR project is entirely located south of the river. The EDO, in conjunction with Program advisory committees, has developed two conceptual design alternatives (**Attachment A**) in which water is delivered to the CWR complex by way of a pipeline from the CNPPID's Phelps County Canal. The two alternatives are similar in that, upon delivery to the southwest portion of the project area, the water is distributed to a number of recharge cells where the water is ponded behind earthen berms. In each case, once ponded, the water is put towards two main beneficial uses: (1) it infiltrates into the alluvial aquifer and augments Platte River flows by returning to the river as groundwater flow; and (2) it creates suitable whooping crane habitat in areas where depths are 18 inches (**IN**) or less. The two alternatives differ slightly in that in Alternative #1 the earthen berms are limited to a height of 6 feet (**FT**) (to avoid being classified as small dams), and in Alternative #2 the earthen berms are not limited to a height of 6 FT and would be subject to Nebraska dam safety requirements.



**Figure 1:** Map showing the location of the Cottonwood Ranch Complex, as well as the location of nearby towns, roadways, waterways and county boundaries.

Preliminary project specifications and build-out totals are listed below as an indication of the anticipated scale of this project.



Build-out totals:

- Capacity will exist to deliver 75 to 90 cubic feet per second (**CFS**) to the project site through a pipeline from the Phelps County Canal.
- Total ponded area across the site is anticipated to be about 400 acres, with an associated storage volume of about 500 acre-feet (**AF**).

Specifications:

- Earthwork volumes necessary for construction of the recharge/wetland cell berms are anticipated to be about 250,000 cubic yards (**CY**).
- Additional construction activities will include (but not be limited to): mobilization and demobilization, clearing and grubbing, erosion control, and installation of water control structures.

The Consultant will work with the EDO, Program advisory committees and other stakeholders to develop preliminary designs for both of the alternatives. The preliminary designs will be brought to a level such that an alternative's fatal flaw(s) are identified (if any exist), construction quantities and costs are refined, and a path through the permitting process is clear. One alternative will then be selected for implementation. At that point, the Consultant will be responsible for advancing the preliminary design into a final design and developing an associated bid package that includes (but not limited to) construction documents, stamped engineering plans and technical specifications.

While developing the designs and bid package, the Consultant will also be responsible for working with HDR Engineering, Inc. (**HDR**) and the EDO to ensure that all construction and environmental permits are obtained (note: HDR has been retained by the Program to assist in obtaining United States Army Corps of Engineers (**USACE**) Section 404 permits). In addition to the 404 permits, it is anticipated that at a minimum the Consultant will need to obtain a National Pollutant Discharge Elimination System (**NPDES**) construction stormwater permit.

After the final design and bid package are approved by the Program's GC and all necessary permits are obtained, the Consultant will be responsible for bid letting and providing on-site administration services (e.g., compliance, quality control, etc.) during construction. It is likely that the project will be constructed in two or more phases. It is anticipated that the first phase will be constructed in 2017, allowing the Program to test management operations and project effectiveness before proceeding to full build-out in 2018. Consequently, even though the project will need to be fully designed by the Consultant in 2017, the construction administration services will extend into 2018 (and potentially beyond).

### III. SCOPE OF WORK

**In response to this RFP, the Program seeks proposals from Consultants to perform design, bid package development, bid letting, and construction administration services for the Cottonwood Ranch Broad-Scale Recharge Project.**



In addition to what has been presented in Section II above, a preliminary listing of scope task descriptions, timelines, responsibilities and deliverables are presented below. Please note: these are not final or all-inclusive and are solely intended to provide a general overview of project scope and requirements.

## **PHASE I – CWR BSR DESIGN, PERMITTING, & CONSTRUCTION ADMINISTRATION (Timeline TBD)**

### **1) Project Kickoff**

- a) **Objective** – Transfer all necessary information from the EDO to the Consultant and have all parties agree on a clear path towards successful project completion.
- b) **Task Description** – A meeting between the Consultant and the EDO where existing information (including topographic data, aerial photographs and conceptual design sheets) will be reviewed and transferred to the Consultant. The meeting will likely include a site visit. In addition a scope, schedule and budget for the project will be finalized.
- c) **Task Timeline** –
- d) **Task Responsibilities**
  - i) *Consultant* – Preparation and presentation of project work plan and schedule.
  - ii) *EDO* – Meeting scheduling and coordination. Collection and organization of existing information.
- e) **Deliverables** – Detailed project work plan complete with a finalized scope, schedule and budget.

### **2) Project Management and Meetings**

- a) **Objective** – Ensure that all project meetings and communication between the EDO and the Consultant are successfully coordinated such that the project moves forward on schedule.
- b) **Task Description** – Meetings between the EDO and the Consultant will continue for the duration of the project. These meetings will be used to ensure proper coordination of project activities and to keep the EDO informed of project progress. In addition, the Consultant (with the EDO present) will give presentations to Program participants, advisory committees and the GC. These meetings will be used to keep the Program's decision-makers informed of project progress.
- c) **Task Timeline** – Duration of project.
- d) **Task Responsibilities**



i) *Consultant* – Preparation of meeting materials (presentations, handouts, meeting minutes, etc.).

ii) *EDO* – Meeting scheduling and coordination.

e) *Deliverables* – Project binder, memos and meeting minutes.

### 3) Engineering Design and Cost Estimating

a) *Objective* – Develop preliminary designs for the two alternatives and a final design for the selected alternative of the CWR BSR project.

b) *Task Description* – Utilize conceptual designs, topographic data (LiDAR and on-the-ground surveys), aerial images, hydraulic modeling/data, groundwater modeling/data and other pertinent information to develop preliminary designs for both alternatives. Then select one alternative to advance to a final design.

c) *Task Timeline* –

d) *Task Responsibilities*

i) *Consultant* – Development of preliminary and final designs and quantity/cost estimating. The preliminary and final designs should be presented in the form of a design memo.

ii) *EDO* – Provide existing information, coordinate, and review designs.

e) *Deliverables* – Technical memorandums presenting design and quantity/cost estimates.

### 4) Permitting

a) *Objective* – Obtain all necessary construction permits and clearances.

b) *Task Description* – Coordinate with HDR staff (the permitting lead) and all necessary federal, state and local agencies/authorities to ensure that necessary construction permits and clearances are obtained.

c) *Task Timeline* –

d) *Task Responsibilities*

i) *Consultant* – Coordination with EDO and HDR staff to ensure that everything needed for permit application and developed is obtained.

ii) *EDO* – Coordination between the Consultant and HDR staff.

e) *Deliverables* – All necessary permits and clearances needed for project construction.

### 5) Bid Package Development and Bid Letting

a) *Objective* – Develop and let bid package for the CWR BSR project.



b) **Task Description** – Development of (among other documents) stamped construction plans and technical specifications that will make up a bid package. The Consultant will lead the bid advertisement effort, participate in the pre-bid meeting and bid opening, and negotiation of a contract for construction services.

c) **Task Timeline** –

d) **Task Responsibilities**

i) *Consultant* – Preparation of bid package and organizing and coordinating the pre-bid meeting and bid opening.

ii) *EDO* – Provide input and assistance to the Consultant.

e) **Deliverables** – Bid package and signed contract for construction services.

#### 6) **Construction Administration**

a) **Objective** – Ensure that the contractor work is consistent with the final design and technical specifications of the CWR BSR project.

b) **Task Description** – Observe and ensure quality of construction of the CWR BSR project such that the finished project is consistent with the design sheets and technical specifications developed by the Consultant. In addition, the Consultant will review and coordinate the construction contractor’s requests for payment and subsequent payment to the contractor.

c) **Task Timeline** –

d) **Task Responsibilities**

i) *Consultant* – Construction observation and quality control, oversight of payments and coordinating with EDO staff.

ii) *EDO* – Provide input and assistance to the Consultant.

e) **Deliverables** – Weekly construction log and progress update memos.

#### IV. **PROJECT BUDGET**

An estimated project budget should **NOT** be submitted in the proposal and proposals will not be evaluated based on cost. A final scope of work and project budget will be negotiated prior to commencement of work.

#### V. **CONTRACT TERMS**

The selected consultant will be retained by:

Nebraska Community Foundation  
PO Box 83107  
Lincoln, NE 68501



Contracted services will be performed on a time and material not to exceed basis. Under the final contract, written Notice to Proceed from the Executive Director will be required before works begins. All work will be contingent on availability of Program funding.

## VI. SUBMISSION REQUIREMENTS

All interested parties having experience providing the services listed in this RFP are requested to submit a proposal.

### Instructions for Submitting Proposals

*One electronic copy of your proposal must be submitted in PDF format to Kevin Werbylo at [werbylok@headwaterscorp.com](mailto:werbylok@headwaterscorp.com) no later than **TBD**. Maximum allowable PDF size is **10MB**. A proposal is late if received any time after 5:00 p.m. Central Time and will not be eligible for consideration.*

Questions regarding the information contained in this RFP must be submitted to **Kevin Werbylo** ([werbylok@headwaterscorp.com](mailto:werbylok@headwaterscorp.com)) no later than **TBD**. No questions on content can be submitted after this time. Questions must be emailed, they cannot be mailed, called in, or asked using any other means. Questions and answers will be shared with all interested parties through the Program website ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)) in the same location as this RFP solicitation. Questions and answers may be posted intermittently during the proposal period but will be finalized and made available by **TBD**.

### Pre-Proposal Meeting

A pre-proposal meeting of interested parties will be held on **TBD** at the Program Conference Center (4111 4<sup>th</sup> Avenue, Ste. 6) in Kearney, Nebraska from **1:00-3:00 p.m. Central Time** to address questions associated with this RFP. **Attendance** at this pre-proposal meeting is **REQUIRED**. Although in-person attendance is encouraged, interested parties can attend the pre-proposal meeting via conference line. Please email Kevin Werbylo ([werbylok@headwaterscorp.com](mailto:werbylok@headwaterscorp.com)) for the conference line dial-in information. If joining via conference line, please include a list of expected attendees from your party in the email regarding the conference line information.

The meeting will include a discussion of the conceptual design developed by Headwaters staff, as well as additional details about Program needs, the scope of services, and the timeline. It is the Consultant's responsibility, while at the pre-proposal meeting, to ask questions necessary to understand the RFP such that the Consultant can submit a proposal that is complete and in line with the RFP requirements. Minutes from the meeting taken by Headwaters staff will not be distributed.

### Proposal Content

Proposals should respond to the following general topics:



- 1) **Executive summary:** Provide an overview of the project that condenses and highlights the contents of the proposal in such a way as to provide a broad understanding of the Consultant's qualifications and proposal approach.
- 2) **Project understanding:** Discussion that demonstrates the Consultant's understanding of the CWR BSR project's purpose, key design elements and constraints.
- 3) **Project approach:** Discussion of the Consultant's approach to providing the engineering design and construction administration services detailed in this RFP. The proposal should include critical issues, tasks, and other key considerations that formulated the approach detailed in the RFP. Please note, the scope provided in this document was done so as general guidance and original thinking and/or discussion of improvements to the approach/scope are welcome.
- 4) **Qualifications and project experience:** Discussion of the qualifications and project experience of the Consultant. The Consultant should include relevant projects completed by the team, team organization, and resumes/qualifications and responsibilities of the individuals on the team. A licensed Professional Engineer in Nebraska is a requirement.
- 5) **Schedule:** Identify general schedule and critical issues for each of the tasks. As stated, the final scope/schedule will be negotiated following the selection of the Consultant and budgets do not need to be included with the schedule.
- 6) **Conflict of interest statement:** Address whether or not any potential conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted for the Program.
- 7) **Description of insurance:** Provide proof of insurance with the proposal as this will be required before a contract is issued to the Consultant. Minimum insurance requirements will include \$1,000,000 general liability per occurrence.
- 8) **D-U-N-S number:** Provide a statement affirming that the Consultant is NOT on the federal suspended and disbarred list and provide Dun & Bradstreet (D-U-N-S) number.

### Criteria for Evaluating Proposals

The Governance Committee appointed a Proposal Selection Panel that will evaluate all proposals and select a Consultant based on the following principal considerations:

1. The Consultant's understanding of the project, including: goals, constraints, design elements and general approach.
2. The Consultant's approach to meeting those objectives as detailed in the proposal.



3. The Consultant's qualifications and the relevant experience of the proposed project team members.

4. Clarity and content of the proposal.

### **Award Notice**

After completing the evaluation of all proposals and, if deemed necessary, interviews, the Proposal Selection Panel will select a Consultant. That firm will negotiate with the EDO to establish a fair and equitable contract. If an agreement cannot be reached, a second firm will be invited to negotiate and so on. If the Program is unable to negotiate a mutually satisfactory contract with a consultant, it may, at its sole discretion, cancel and reissue a new RFP.

### **Program Perspective**

The Governance Committee of the Program has the sole discretion and reserves the right to reject any and all proposals received in response to this RFP and to cancel this solicitation if it is deemed in the best interest of the Program to do so. Issuance of this RFP in no way constitutes a commitment by the Program to award a contract, or to pay Consultant's costs incurred either in the preparation of a response to his RFP or during negotiations, if any, of a contract for services. The Program also reserves the right to make amendments to this RFP by giving written notice to Consultants, and to request clarification, supplements, and additions to the information provided by a Consultant.

By submitting a proposal in response to his solicitation, Consultants understand and agree that any selection of a Consultant or any decision to reject any or all responses or to establish no contracts shall be at the sole discretion of the Program. To the extent authorized by law, the Consultant shall indemnify, save, and hold harmless the Nebraska Community Foundation, the states of Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the Governance Committee, and the Executive Director's Office, their employees, employers, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Consultant or its employees, agents, sub consultants, or assignees pursuant to the terms of this project. Additionally, by submitting a proposal, Consultants agree that they waive any claim for the recovery of any costs or expenses incurred in preparing and submitting a proposal.

### **VII. AVAILABLE INFORMATION**

The following pertinent Program-related documents can be accessed either from the Program web site ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)) or by contacting Kevin Werbylo ([werbylok@headwaterscorp.com](mailto:werbylok@headwaterscorp.com)):

- Platte River Recovery Implementation Program, Final Program Document. October 24, 2006
- Platte River Recovery Implementation Program, Attachment 5, Water Plan. October 24, 2006