



1 **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**
2 **REQUEST FOR PROPOSALS**

3
4 **SUBJECT:** P17-003: Cottonwood Ranch (CWR) Broad-Scale
5 Recharge (BSR) Engineering Design and Construction
6 Administration Services
7 **REQUEST DATE:** January 3, 2017
8 **PRE-PROPOSAL MEETING:** January 17, 2017
9 **CLOSING DATE:** February 1, 2017
10 **POINT OF CONTACT:** Kevin Werbylo
11 Headwaters Corporation
12 Office: 720-524-6115 (ext. 105)
13 werbylok@headwaterscorp.com
14

15 **I. OVERVIEW**

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

21
22 A Governance Committee (**GC**) reviews, directs, and provides oversight for activities
23 undertaken by the Program. The GC is comprised of one representative from each of the three
24 states, three water user representatives, two representatives from environmental groups, and two
25 members representing federal agencies. The GC has named Dr. Jerry Kenny to serve as the
26 Program Executive Director (**ED**). Dr. Kenny established Headwaters Corporation as the staffing
27 mechanism for the Program. Program staff are located in Nebraska and Colorado and are
28 responsible for carrying out Program-related activities.

29
30 A key milestone for the First Increment of the Program (2007 to 2019) is reducing deficits to
31 United States Fish and Wildlife Service (**USFWS**) target flows by an average of 130,000 –
32 150,000 acre-ft annually. One of the Program’s Water Action Plan (**WAP**) projects to achieve
33 the reduction to deficits is retiming of excess flows through groundwater recharge. The
34 Program’s Cottonwood Ranch (**CWR**) complex near Overton, NE has been selected as a priority
35 location for implementation of a broad-scale groundwater recharge (**BSR**) project. Water will be
36 delivered to the CWR complex from the Central Nebraska Public Power and Irrigation District’s
37 (**CNPPID**) Phelps County Canal. A series of conveyance structures, berms and/or small dams
38 will be used to create and deliver water to ponds that will function as recharge cells and wetland
39 roosting habitat for the endangered whooping crane.

40
41 The GC submits this Request for Proposals (**RFP**) to provide engineering design services for the
42 broad-scale recharge project at the CWR complex, to oversee construction bidding and provide
43 construction administration services. Specifically, the Consultant will work with the Executive
44 Director’s Office (**EDO**) to refine existing conceptual designs and develop a final project design



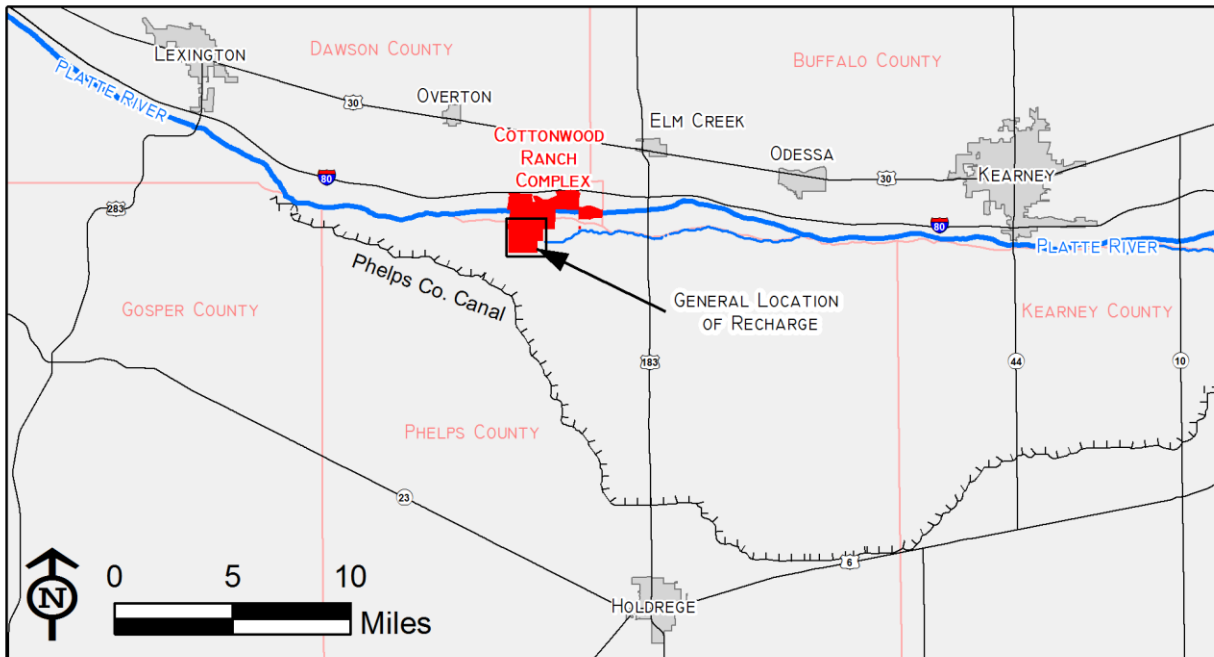
45 and bid documents. The Consultant will then manage the bid letting process and will oversee
46 administration during project construction. In this document, the term Consultant is used to
47 describe both the RFP respondent providing the proposal and the successful respondent who will
48 be performing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

49

50 II. PROJECT DESCRIPTION

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

65



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

68

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

71



72

73 Build-out totals:

- 74 • Capacity will exist to deliver 65 to 90 cubic feet per second (**CFS**) to the project site
- 75 through a pipeline from the Phelps County Canal.
- 76 • Total ponded area across the site is anticipated to be about 400 acres, with an associated
- 77 storage volume of about 500 acre-feet (**AF**).

78

79 Specifications:

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

85

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

94

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

101

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

110

111 **III. SCOPE OF WORK**

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

115



116 In addition to what has been presented in Section II above, a preliminary listing of scope task
117 descriptions, timelines, responsibilities and deliverables are presented below. Please note: these
118 are not final or all-inclusive and are solely intended to provide a general overview of project
119 scope and requirements. The final tasks and deliverables will be developed jointly by the EDO
120 and the Consultant.
121

122 **PHASE I – CWR BSR DESIGN, PERMITTING, & CONSTRUCTION**
123 **ADMINISTRATION (February 2017 to summer 2018)**

124 **1) Project Kickoff**

- 125 a) **Objective** – Transfer all necessary information from the EDO to the Consultant and have
126 all parties agree on a clear path towards successful project completion.
127
- 128 b) **Task Description** – A meeting between the Consultant and the EDO where existing
129 information (including topographic data, aerial photographs and conceptual design
130 sheets) will be reviewed and transferred to the Consultant. The meeting will likely
131 include a site visit. In addition, a scope, schedule and budget for the project will be
132 finalized.
133
- 134 c) **Task Timeline** – February 2017
135
- 136 d) **Task Responsibilities**
137 i) **Consultant** – Preparation and presentation of project work plan and schedule.
138 ii) **EDO** – Meeting scheduling and coordination. Collection and organization of existing
139 information.
140
- 141 e) **Deliverables** – Detailed project work plan complete with a finalized scope, schedule and
142 budget.
143

144 **2) Project Management and Meetings**

- 145 a) **Objective** – Ensure that all project meetings and communication between the EDO and
146 the Consultant are successfully coordinated such that the project moves forward on
147 schedule.
148
- 149 b) **Task Description** – Meetings between the EDO and the Consultant will continue for the
150 duration of the project. These meetings will be used to ensure proper coordination of
151 project activities and to keep the EDO informed of project progress. In addition, the
152 Consultant (with the EDO present) will give presentations to Program participants,
153 advisory committees and the GC. These meetings will be used to keep the Program’s
154 decision-makers informed of project progress.
155
- 156 c) **Task Timeline** – Duration of project.
157
- 158 d) **Task Responsibilities**



- 159 i) *Consultant* – Preparation of meeting materials (presentations, handouts, meeting
160 minutes, etc.).
161 ii) *EDO* – Meeting scheduling and coordination.
162
163 e) *Deliverables* – Project binder, memos and meeting minutes.
164
- 165 **3) Engineering Design and Cost Estimating**
166 a) *Objective* – Develop preliminary designs for the two alternatives and a final design for
167 the selected alternative of the CWR BSR project.
168
169 b) *Task Description* – Utilize conceptual designs, topographic data (LiDAR and on-the-
170 ground surveys), aerial images, hydraulic modeling/data, groundwater modeling/data and
171 other pertinent information to develop preliminary designs for both alternatives. Then
172 select one alternative to advance to a final design.
173
174 c) *Task Timeline* – March to July 2017
175
176 d) *Task Responsibilities*
177 i) *Consultant* – Development of preliminary and final designs and quantity/cost
178 estimating. The preliminary and final designs will be presented in the form of a
179 design memo.
180 ii) *EDO* – Provide existing information, coordinate, and review designs.
181
182 e) *Deliverables* – Technical memorandums presenting design and quantity/cost estimates.
183
- 184 **4) Permitting**
185 a) *Objective* – Obtain all necessary construction permits and clearances.
186
187 b) *Task Description* – Coordinate with HDR staff (the permitting lead) and all necessary
188 federal, state and local agencies/authorities to ensure that necessary construction permits
189 and clearances are obtained.
190
191 c) *Task Timeline* – March to September 2017
192
193 d) *Task Responsibilities*
194 i) *Consultant* – Coordination with EDO and HDR staff to ensure that everything needed
195 for permit application is obtained.
196 ii) *EDO* – Coordination between the Consultant and HDR staff.
197
198 e) *Deliverables* – All necessary permits and clearances needed for project construction.
199
- 200 **5) Bid Package Development and Bid Letting**
201 a) *Objective* – Develop and let bid package for the CWR BSR project.
202



- 203 **b) *Task Description*** – Development of (among other documents) stamped construction
204 plans and technical specifications that will make up a bid package. The Consultant will
205 lead the bid advertisement effort, participate in the pre-bid meeting and bid opening, and
206 negotiation of a contract for construction services.
207
- 208 **c) *Task Timeline*** – September 2017 (or as soon as permitting allows)
209
- 210 **d) *Task Responsibilities***
211 i) *Consultant* – Preparation of bid package and organizing and coordinating the pre-bid
212 meeting and bid opening.
213 ii) *EDO* – Provide input and assistance to the Consultant.
214
- 215 **e) *Deliverables*** – Bid package and signed contract for construction services.
216
- 217 **6) Construction Administration**
218 **a) *Objective*** – Ensure that the contractor work is consistent with the final design and
219 technical specifications of the CWR BSR project.
220
- 221 **b) *Task Description*** – Observe and ensure quality of construction of the CWR BSR project
222 such that the finished project is consistent with the design sheets and technical
223 specifications developed by the Consultant. In addition, the Consultant will review and
224 coordinate the construction contractor’s requests for payment and subsequent payment to
225 the contractor.
226
- 227 **c) *Task Timeline*** – October to December 2017, and late spring and/or early summer of
228 2018
229
- 230 **d) *Task Responsibilities***
231 i) *Consultant* – Construction observation and quality control, oversight of payments and
232 coordinating with EDO staff.
233 ii) *EDO* – Provide input and assistance to the Consultant.
234
- 235 **e) *Deliverables*** – Weekly construction log and progress update memos.
236

237 **IV. PROJECT BUDGET**

238 An estimated project budget should **NOT** be submitted in the proposal and proposals will not be
239 evaluated based on cost. A final scope of work and project budget will be negotiated prior to
240 commencement of work.
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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 work 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 no later than 5:00 pm Central Time on Wednesday, February 1, 2017. 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. A proposal will be disqualified from consideration if over the allowable PDF size.

Questions regarding the information contained in this RFP must be submitted to **Kevin Werbylo** (werbylok@headwaterscorp.com) no later than **5:00 pm Central Time on Monday, January 23, 2017**. 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) 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 **8:00 am Central Time on Wednesday, January 25, 2017**.

Pre-Proposal Meeting

A pre-proposal meeting of interested parties will be held on **Tuesday, January 17, 2017** at the Program Conference Center (4111 4th Avenue, Ste. 6) in Kearney, Nebraska from **1:00-2:30 p.m. Central Time** to address questions associated with this RFP. **Attendance** at this pre-proposal meeting is **MANDATORY**. If unable to attend in person, interested parties can attend the pre-proposal meeting via conference line. At least one representative from every team must attend either in person or via the conference line.

The meeting will include a discussion of the conceptual design developed by EDO 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



286 with the RFP requirements. Minutes from the meeting taken by EDO staff (including questions
287 from the consultants and answers from EDO staff) will not be distributed.

288

289 At the conclusion of the mandatory portion of the pre-proposal meeting, a site visit to the
290 Cottonwood Ranch complex will be led by EDO staff. Attendance at the site visit is **NON-**
291 **MANDATORY** and interested parties will be required to provide their own transportation to and
292 from the site visit. Interested parties will **NOT** be able to call into the site visit and minutes from
293 the site visit taken by EDO staff (including questions from the consultants and answers from the
294 EDO staff) will not be distributed. It is anticipated that the site visit will end at about 4:00 pm
295 Central Time.

296

297 It is kindly requested that parties interested in attending the pre-proposal meeting RSVP by
298 phone or email to Kevin Werbylo (werbylok@headwaterscorp.com or 720-524-6115, ext. 105)
299 by 5:00 pm CT on Friday, January 13, 2017 with the following information: (1) list of expected
300 attendees from your party; (2) whether you plan to attend the pre-proposal meeting in person or
301 by conference line; and (3) whether or not you and the other attendees from your party plan to
302 attend the site visit. This RSVP request is not a requirement but will help the EDO for logistical
303 reasons. If joining the meeting via conference line, please RSVP to Kevin Werbylo and the call
304 in information will be provided to you via email prior to the meeting.

305

306 **Proposal Content**

307 Proposals should respond to the following general topics:

308

309 1) **Executive summary:** Provide an overview of the project that condenses and highlights the
310 contents of the proposal in such a way as to provide a broad understanding of the
311 Consultant's qualifications and proposal approach.

312

313 2) **Project understanding:** Discussion that demonstrates the Consultant's understanding of the
314 CWR BSR project's purpose, key design elements and constraints.

315

316 3) **Project approach:** Discussion of the Consultant's approach to providing the engineering
317 design and construction administration services detailed in this RFP. The proposal should
318 include critical issues, tasks, and other key considerations that formulated the approach
319 detailed in the RFP. Please note, the scope provided in this document was done so as general
320 guidance and original thinking and/or discussion of improvements to the approach/scope are
321 welcome.

322

323 4) **Qualifications and project experience:** Discussion of the qualifications and project
324 experience of the Consultant. The Consultant should include relevant projects completed by
325 the team, team organization, and resumes/qualifications and responsibilities of the
326 individuals on the team. *A licensed Professional Engineer in Nebraska is a requirement.*

327



- 328 5) **Schedule:** Identify general schedule and critical issues for each of the tasks. As stated, the
329 final scope/schedule will be negotiated following the selection of the Consultant and budgets
330 do not need to be included with the schedule.
331
- 332 6) **Conflict of interest statement:** Address whether or not any potential conflict of interest
333 exists between this project and other past or on-going projects, including any projects
334 currently being conducted for the Program.
335
- 336 7) **Description of insurance:** Provide proof of insurance with the proposal as this will be
337 required before a contract is issued to the Consultant. Minimum insurance requirements will
338 include \$1,000,000 general liability per occurrence.
339
- 340 8) **D-U-N-S number:** Provide a statement affirming that the Consultant is NOT on the federal
341 suspended and disbarred list and provide Dun & Bradstreet (D-U-N-S) number.
342

343 **Criteria for Evaluating Proposals**

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

- 346
- 347 1. The Consultant’s understanding of the project, including: goals, constraints, design elements
348 and general approach.
349
- 350 2. The Consultant’s approach to meeting those objectives as detailed in the proposal.
351
- 352 3. The Consultant’s qualifications and the relevant experience of the proposed project team
353 members.
354
- 355 4. Clarity and content of the proposal.
356

357 **Award Notice**

358 After completing the evaluation of all proposals and, if deemed necessary, interviews, the
359 Proposal Selection Panel will select a Consultant. That firm will negotiate with the EDO to
360 establish a fair and equitable contract. If an agreement cannot be reached, a second firm will be
361 invited to negotiate and so on. If the Program is unable to negotiate a mutually satisfactory
362 contract with a consultant, it may, at its sole discretion, cancel and reissue a new RFP.
363

364 **Program Perspective**

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



371 Consultants, and to request clarification, supplements, and additions to the information provided
372 by a Consultant.

373
374 By submitting a proposal in response to his solicitation, Consultants understand and agree that
375 any selection of a Consultant or any decision to reject any or all responses or to establish no
376 contracts shall be at the sole discretion of the Program. To the extent authorized by law, the
377 Consultant shall indemnify, save, and hold harmless the Nebraska Community Foundation, the
378 states of Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the
379 Governance Committee, and the Executive Director’s Office, their employees, employers, and
380 agents, against any and all claims, damages, liability, and court awards including costs, expenses,
381 and attorney fees incurred as a result of any act or omission by the Consultant or its employees,
382 agents, sub consultants, or assignees pursuant to the terms of this project. Additionally, by
383 submitting a proposal, Consultants agree that they waive any claim for the recovery of any costs
384 or expenses incurred in preparing and submitting a proposal.

385

386 **VII. AVAILABLE INFORMATION**

387 The following pertinent Program-related documents can be accessed either from the Program
388 web site (www.PlatteRiverProgram.org) or by contacting Kevin Werbylo
389 (werbylok@headwaterscorp.com):

390

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

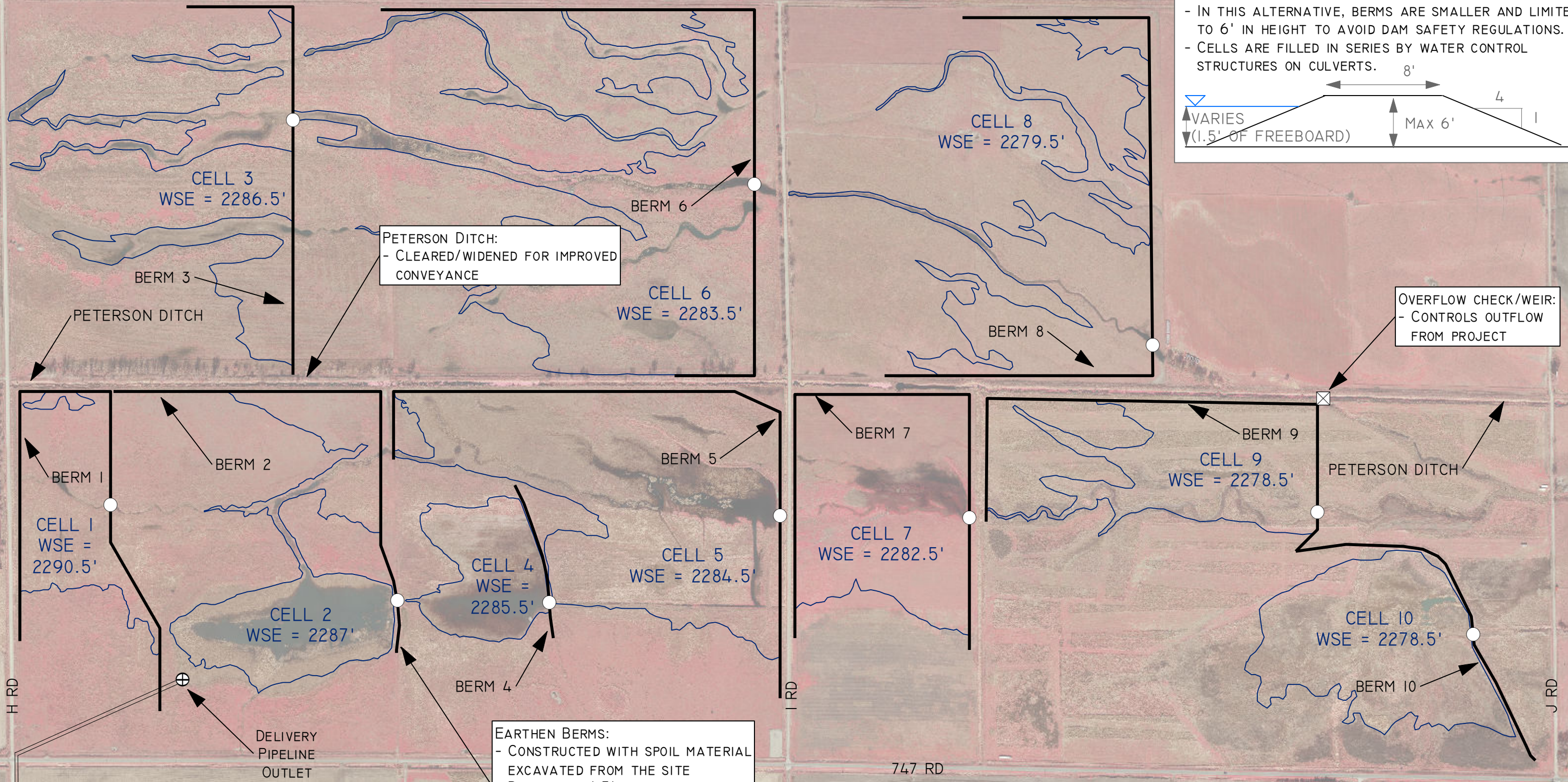
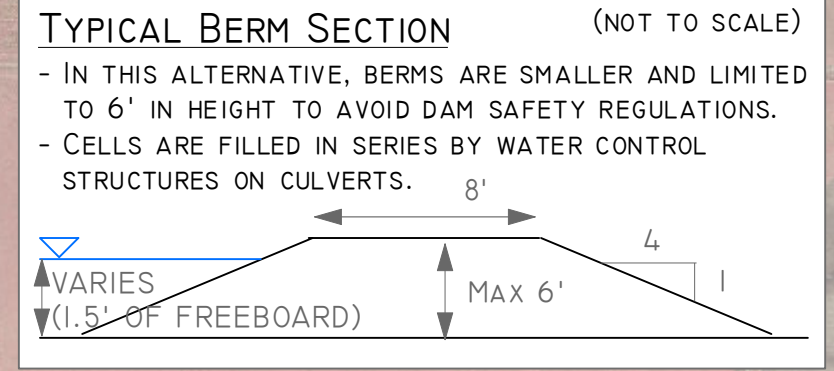
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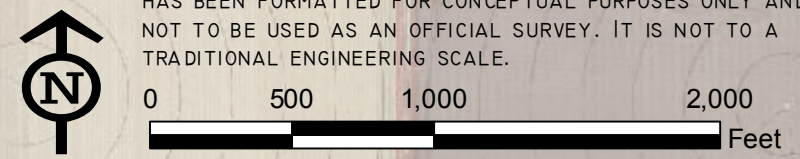
**Attachment A:
Cottonwood Ranch Broad-Scale Recharge Design Concepts**



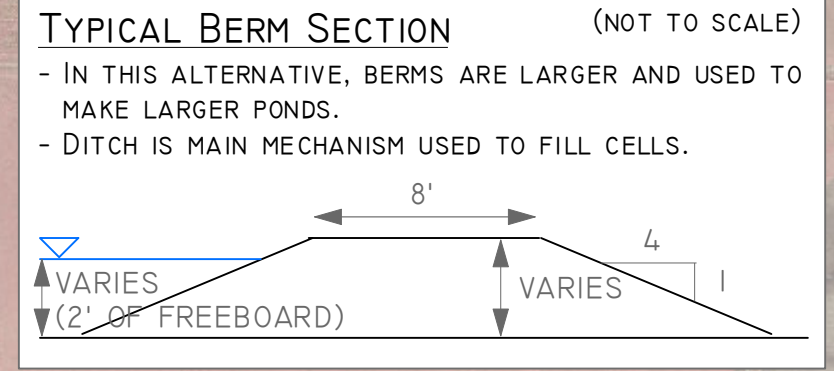
EARTHEN BERMS:

- CONSTRUCTED WITH SPOIL MATERIAL EXCAVATED FROM THE SITE
- BUILT WITH 1.5' OF FREEBOARD
- POTENTIALLY REINFORCED WITH CRUSHED CONCRETE
- MAX HEIGHT OF 6'

ALL ATTEMPTS HAVE BEEN MADE TO ENSURE THE ACCURACY OF THE PRESENTED INFORMATION; HOWEVER, THIS INFORMATION HAS BEEN FORMATTED FOR CONCEPTUAL PURPOSES ONLY AND IS NOT TO BE USED AS AN OFFICIAL SURVEY. IT IS NOT TO A TRADITIONAL ENGINEERING SCALE.



ALTERNATIVE I		DRAFT
COTTONWOOD RANCH BROAD-SCALE RECHARGE PROJECT		
CONCEPT LAYOUT (#1)		
SHEET NO:	DATE:	DRAWN/CHECKED BY:
	1/3/2017	KW/JF



PETERSON DITCH:

- CLEARED/WIDENED FOR IMPROVED CONVEYANCE
- FLOW WILL BE CONTROLLED BY CHECK STRUCTURES AND CULVERTS

CULVERT AT I RD:

- MODIFIED TO CONTROL FLOW SUCH THAT CELL 3 IS FILLED BY BACKWATER IN DITCH

OVERFLOW CHECK/WEIR:

- DESIGNED TO FILL CELL 5 BY BACKWATER FROM CHECK AT DOWNSTREAM END OF CELL 6

OVERFLOW CHECK/WEIR:

- DESIGNED TO FILL CELL 5
- CONTROLS OUTFLOW FROM PROJECT

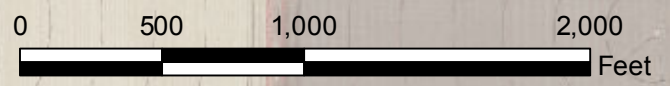
EARTHEN BERMS:

- CONSTRUCTED WITH SPOIL MATERIAL EXCAVATED FROM THE SITE
- BUILT WITH 2' OF FREEBOARD
- POTENTIALLY REINFORCED WITH CRUSHED CONCRETE

DELIVERY PIPELINE:

- FROM PHELPS CO. CANAL
- 75 TO 90 CFS CAPACITY

ALL ATTEMPTS HAVE BEEN MADE TO ENSURE THE ACCURACY OF THE PRESENTED INFORMATION; HOWEVER, THIS INFORMATION HAS BEEN FORMATTED FOR CONCEPTUAL PURPOSES ONLY AND IS NOT TO BE USED AS AN OFFICIAL SURVEY. IT IS NOT TO A TRADITIONAL ENGINEERING SCALE.



ALTERNATIVE 2 **DRAFT**

COTTONWOOD RANCH BROAD-SCALE RECHARGE PROJECT
CONCEPT LAYOUT (#2)

SHEET NO:	DATE:	DRAWN/CHECKED BY:
	1/3/2017	KW/JF

