

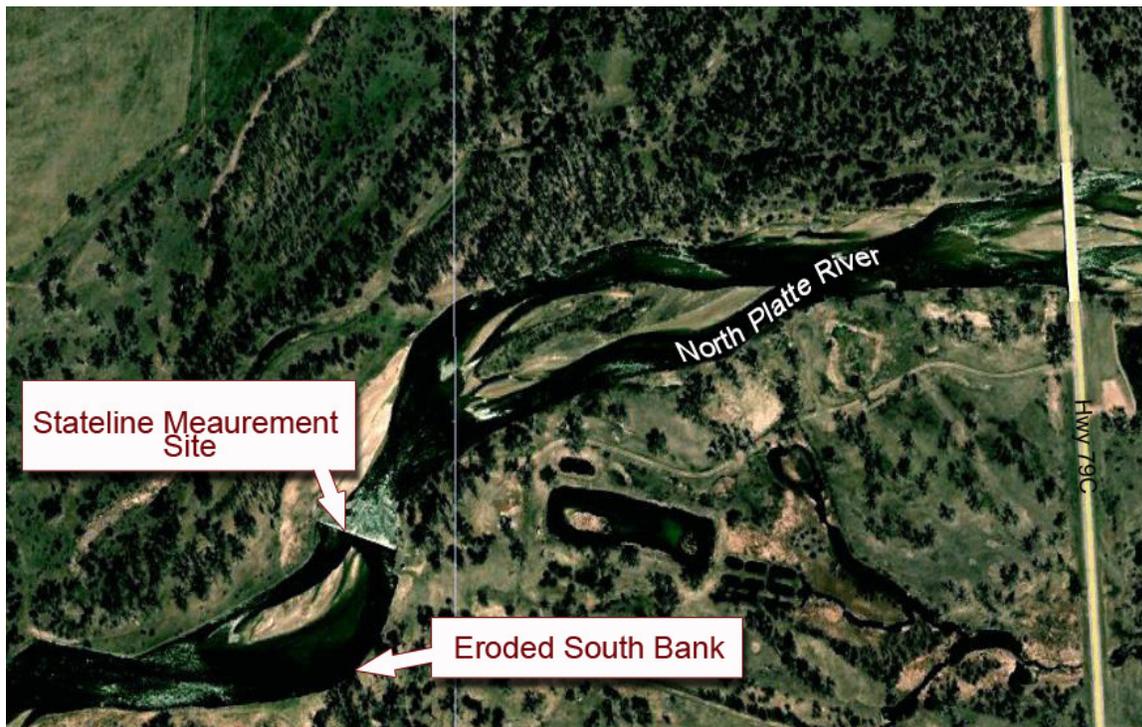
# Request for Proposals To Develop a Feasibility Design Study for Bendway Weirs

## Introduction

The Nebraska Community Foundation (Foundation), as agent for the North Platte Decree Committee (NPDC), is seeking the services of an Expert with knowledge in bendway weir design and river hydraulics, to develop a feasibility design study for placement of bendway weirs upstream of the Wyoming-Nebraska Stateline flow measurement site located on the North Platte River. Unit prices and cost estimates are requested to assist in the understanding of approaches and capabilities, and to assist project budgeting. A final budget and contract scope of services will be determined during negotiations with the selected Expert.

## Background

The Wyoming-Nebraska Stateline flow measurement site is located in Section 3, Township 23 North, Range 60 West, on the North Platte River in Goshen County, Wyoming. The State Line is a crucial flow measurement location for water users in the state of Wyoming and Nebraska to ensure distribution of natural flow and storage water according to the North Platte Modified Decree and Final Settlement Stipulation. The current Stateline measurement site is a sheet piling structure capped with channel steel spanning the channel of the North Platte River. Severe erosion and bank degradation has occurred along the south bank of the North Platte River upstream of the control at the Stateline. Stabilization of the channel and improvement of the stage-discharge relationship at the Stateline are necessary.



## **Purpose**

The objective of this study is to develop a feasibility design for the placement of bendway weirs located upstream of the Wyoming-Nebraska Stateline measurement site on the North Platte River to determine the feasibility of complete installation of the bendway weirs. It is envisioned that the construction and installation of the bendway weirs will result in the following:

- + Stabilized erosion and degradation on the south bank of the river channel upstream of the measurement site
- + Redirect flow towards the center of the channel
- + Increase sedimentation along the south bank of the river channel.
- + Distribute flows more evenly across the control at the Stateline measurement site
- + Scour and remove sandbar that forms upstream of the control
- + Improve stage-discharge relationship at the Stateline measurement site.

Upon completion and review of the feasibility design study, the NPDC will evaluate the feasibility of installation of bendway weirs upstream of the Stateline measurement site. The study should also include a thorough review of permitting and easement requirements necessary to complete the installation of the bendway weirs. A step by step process of the permitting process that is required for the project should be included in the report. If the NPDC moves forward with the project, an additional Request for Proposals will be published to select a design-build contractor for final design and installation of the bendway weirs. If the selected contractor identifies any fatal flaws with the project scope or design during the study, those findings should be included in the report.

In addition to the conceptual design, please include a feasibility level cost estimate for final design, installation, permitting, easements, and maintenance of the bendway weirs. Please include a timeline estimation for completed final design, build, and permitting of the bendway weirs.

A preliminary study has been completed on the Stateline measurement site for the NPDC. The report is being provided in electronic format on this website:  
<ftp://dnrftp.dnr.ne.gov/pub/NorthPlatte2/>

## **Project Considerations**

Any field work necessary to for the study must be completed during the month of February in order to comply with landowner requests to not interfere with the January waterfowl hunting season. In addition, high flows from water releases are expected during the month of March creating unworkable conditions in the river. There may be other landowner considerations that are currently unknown to the NPDC. Any such considerations should be identified as part of the easement review process discussed above. The Wyoming State Engineer's Office will assist the selected proposer with private land access to conduct any field investigations necessary for the project.

## **Proposal Format**

NPDC – SLGSC RFP to Conduct  
A Feasibility Study of Bendway Weirs

The proposal shall be in the format provided in Exhibit A (attached). The Proposer shall provide 5 bound copies, 1 unbound copy and two electronic copies, one in Word format and one in Portable Document Format (PDF) on compact disc of the proposal. The unbound copies of the proposal should be in a format that can be photocopied easily. The cost proposal shall be placed in a SEPARATE SEALED ENVELOPE. While longer proposals will be accepted, the Proposer is requested to limit, if possible, the length to no more than 30 pages, excluding resumes and cost information.

### **Selection Process**

1. Any questions regarding the proposed project or RFP procedure should be submitted to Pat Goltl, the NPDC SLGSC Chair, either by mail, phone or email at the following: 301 Centennial Mall South, 4<sup>th</sup> Floor State Office Building, PO Box 94676, Lincoln, NE, 68509-4676; 308-262-1950; pat.goltl@nebraska.gov. Questions will be received until 3:00 p.m. November 17, 2010. Questions and answers will be provided to all persons who express interest in the RFP by November 22, 2010.
2. Prospective proposers are to send sealed non-priced proposals and sealed cost proposals as outlined above to the following address: Jennifer J. Schellpeper, 301 Centennial Mall South, 4<sup>th</sup> Floor State Office Building, Lincoln, NE, 68509-4676. All proposals must be received by 3:00 pm, November 30, 2010, at which time the non-priced proposals will be publicly opened.
3. Proposals, without costs, will be evaluated by the Review Team. The Review Team shall be chosen by the SLGSC and may be composed of members of the subcommittee and other experts appointed by the subcommittee.
4. If there is a clear consensus among the members of the Review Team on a Proposer after the completion of step 3, the Review Team reserves the right to make a selection without conducting interviews. If that proves not to be the case, the Review Team will select proposers to be interviewed. If needed, the interviews will take place at a time and place to be specified later. Costs will not be considered in selecting proposers to be invited to the interview.
5. Cost proposals submitted by the proposers selected for interviews will remain unopened until the interviews are scheduled. The Review Team will review cost proposals prior to conducting the interviews. The cost proposals from proposers not selected to be interviewed will be discarded, unopened, following award of the contract. The interviews will be conducted for the purposes of improving understanding of the proposals, asking questions of the proposers, discussing possible changes to the scope of work, discussing project costs, and evaluating the ability of the proposers to do the work
6. The Review Team will select a Proposer for contract negotiations, subject to the approval of the NPDC. The contract is expected to be awarded no later than January 21, 2010.
7. The NPDC reserves the right to reject any or all proposals submitted and to resolicit proposals.

### **Contracting**

The Proposer selected will be contracting with the Nebraska Community Foundation

(Foundation) acting on behalf of the NPDC. The Foundation provides financial management support to the NPDC. The Foundation holds funds transferred by each NPDC member to meet future obligations. The Foundation disburses funds to pay contractors for services rendered upon written notification by the NPDC chairperson and a second NPDC representative or NPDC designee. Technical aspects of the contract and approval of work products will be administered through Pat Goltl, the Chair of the NPDC subcommittee sponsoring the project, or by the chair's designee. A copy of the general form of the contract that will be used for the final contract is included with this RFP as Exhibit D.

The Proposer should assume that the contract will be awarded and work will begin no later than February 1, 2010. The contract is for a 6 month term.

### **Technical Oversight**

Technical oversight for the study will be provided by the NPDC SLGC, through its chair or the chair's designee.

## **Exhibit A**

### **Instructions for Proposal Preparation**

#### **A. Information for Proposers**

1. In order to be considered for an award, each proposal must bear the signature of the proposer or his/her authorized representative.
2. Proposals received after the time and date specified will not be accepted or considered.
3. After the successful proposer is selected, the SLGSC Chair and Finance Subcommittee Chair will negotiate a final contract, scope of services, and contract price based on, but not limited to, the work tasks in the RFP.
4. The NPDC reserves the right to reject any or all proposals submitted.
5. The successful proposer shall be fully insured so as to hold the NPDC harmless from any claims involving employees or equipment used by the successful proposer and subcontractors while executing this service
6. No prospective proposer shall withdraw his/her proposal for a period of ninety (90) days after the actual date of proposal opening.
7. The Proposer should understand that verbal comments may be subject to misinterpretation and are in no way binding on the NPDC or individuals acting on behalf of the NPDC. If questions arise concerning any aspect of this proposal, the proposer should request clarification via mail, phone or email. A copy of this request, as well as the written response shall be provided to all firms receiving requests for proposals on this project at the same website where the preliminary study can be found: <ftp://dnrftp.dnr.ne.gov/pub/NorthPlatte2/>
8. The NPDC hereby notifies all prospective proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, small or minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, religion, color, sex, national origin, or ancestry in consideration for an award.
9. The Proposer hereby agrees that should he/she be awarded this contract, proposer shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin, or ancestry.

#### **B. Proposal format**

1. Cover Letter
2. Title Page
3. Table of Contents
4. Introduction
5. Scope of Work

The Scope of Work shall be based upon and follow the format of the Work Tasks identified in the RFP. The Proposer must provide sufficient detail to explain the Proposer's understanding of the Work Tasks, identify the activities and processing methodologies the Proposer intends to undertake in addressing each Work Task and clearly state any assumptions relevant to addressing those Tasks.

**Exhibit A**  
**Instructions for Proposal Preparation**

6. **Proposer-Proposed Alterations**  
If the Proposer believes that the description of Work Tasks can be improved by additions, deletions or alterations, such changes may be proposed and described in detail in this section.
7. **Work Schedule**  
The Proposer is to provide a work schedule to coincide with the Scope of Work and Alterations in 5 and 6 above. Where appropriate, the Proposer will identify target dates for the completion of certain tasks, the holding of meetings and the issuance of reports.
8. **Work Team Composition and Organization.**  
The Proposer shall identify any firms and all individuals that will be involved in the work effort, the organizational “structure” of the work team, the Principal(s) in overall charge of the work effort and what work is expected to be performed by each firm and individual.
9. **Qualifications**  
The Proposer should briefly provide information showing the qualifications of the Proposer to conduct this work. Qualifications are to be given for both the firm as well as individuals selected to perform the work. Qualifications shall also be provided for any subcontractors that would perform work under this proposal.
10. **Conflicts of Interest.**  
The Proposer should identify any actual or perceived conflicts of interests relative to the firm(s) or individuals that would be involved in the work effort, the basis for those conflicts, the potential consequence of those conflicts and how the Proposer proposes to handle those conflicts.
11. **Costs**  
The Proposer is to provide the cost proposal in a summary table in a separate sealed envelope. To permit the Review Team to adequately analyze the proposal and its costs, cost information shall be provided in the format shown on the attached Exhibit C and shall be broken down by cost and hours (either by individual or by professional and nonprofessional personnel) for each Work Task and sub-task identified in Exhibit B and by the Proposer and any subcontractors. Cost information contained in the proposal will be considered in making the final selection, and will serve as a basis from which the NPDC through the SLGSC Chair and Finance Subcommittee Chair will negotiate the final terms of the contract.

In the sealed cost envelope, the Proposer and any subcontractors shall also provide hourly rates and reimbursable expense schedules. It is anticipated that the contract will be based on hourly rates and reimbursable expenses with a maximum contract amount that cannot be exceeded without prior written consent of the NPDC.

**Exhibit A**  
**Instructions for Proposal Preparation**

If the Proposer is proposing scope alterations, as per item 6 above, additional cost proposals should be provided to address the effects of the scope alterations on the proposed cost. These additional cost proposals should be in the same format as the cost proposal addressing the Work Tasks to facilitate cost comparisons by those evaluating the proposals.

12. References

The Proposer shall provide the names, addresses and phone numbers of at least three clients for whom work previously has been performed, preferably on projects similar to the one described in this RFP.

## **Exhibit B**

### Scope of Services

All aspects of this project shall follow accepted scientific standards as established in previous studies for the chosen methodologies and as is appropriate for the goals of this study and considering the study location and crops grown in the study location.

- Task 1. Perform hydraulic analysis and data collection near the Wyoming-Nebraska Stateline necessary to develop a conceptual design for bendway weirs located upstream of the control. Data collection and analysis may include, but is not limited to, velocity distributions, cross-sections, geographic and topographic data. Hydraulic analysis should include typical irrigation and non-irrigation season flows, as well as, 10-year, 25-year, and 100-year flood events for this reach of the North Platte River. Identify any fatal flaws with design.
- Task 2. Develop a conceptual design for the bendway weirs from the data collected and analysis performed in Task 1. The goal of the bendway weirs is to improve stability of the reach and improve the stage-discharge relationship on the Stateline control, reduce scour and erosion along the south bank, redirect flow toward the center of the channel, and improve flow distribution across the Stateline control.
- Task 3. Conduct thorough review of any permitting requirements necessary for installation of the bendway weirs. Identify current and future easements related to the project. Develop a process for acquiring necessary permits and easements. Identify any obstacles related to permitting or easements. Identify other impediments to construction timing as necessitated by permits and easements.
- Task 4. Feasibility level cost estimate for the bendway weirs installation, permitting, easements, and maintenance. Provide a timeline estimate for completion of the final design, build, and permitting of the bendway weirs.
- Task 5. The Proposer may propose meetings as the Proposer deems appropriate to successfully complete tasks 1 through 3. For cost estimates, assume one meeting at a central location and one meeting to be held via teleconference. Provide a per meeting cost estimate for those meetings listed above as well as per meeting costs with a total time estimate for any other meetings proposed to successfully complete tasks 1 through 3. Provide an hourly rate for any additional meeting time that may be required.

Per Diem costs should not exceed those set out by the US General Services Administration.

<http://www.gsa.gov/portal/category/21287>

Meetings to update the client will be negotiated as part of the contract.

## **Exhibit B**

### Scope of Services

#### Task 6. Reporting and Deliverables

To the extent possible, reporting shall be done verbally as part of the meetings between the Proposer and the SLGSC. However, the Proposer shall prepare the following written documents. Brief status reports shall be provided to the Chair of the SLGSC at the same time as copies of billings are provided. The status reports will be of sufficient detail to allow monitoring of progress. The report shall consist of one paper copy and two electronic copies in the format of one Word document and one PDF.

A comprehensive draft final report shall be provided to the Chair of the SLGSC at a time agreed to by the Proposer and the SLGSC. The report shall consist of one paper copy and two electronic copies in the format of one Word document and one PDF.

A final report shall be provided to the Chair of the SLGSC at a time agreed to by the Proposer and the SLGSC. Comments from the SLGSC on the draft report shall be addressed in the final report. The report shall consist of five paper copies and two electronic copies in the format of one Word document and one PDF and shall contain at a minimum:

1. A summary of work performed under each Task 1 – 5 identified in the scope of work.
2. A summary of the data collection, hydraulic analysis procedures, and assumptions used.
3. Describe the approach and procedures used to develop the conceptual design of the bendway weirs and the associated parameters: angle, height, and length of the weir, radius of the weirs, curvature of the bend, scour estimates. Additional data, parameters, assumptions, or information used in the conceptual design process.
4. Information gathered on permits and easements, including an estimate of the cost to obtain any necessary permits and easements.
5. Feasibility level cost estimate of the bendway weirs installation and maintenance.

All tabulated and other supporting data will be provided in spreadsheet or database formats that are readable by Microsoft Office products. The Proposer may propose other reports as it deems appropriate.

**Exhibit C**  
Cost Proposal

Task 1. Hydraulic Analysis and Investigation	\$ _____
Task 2. Conceptual Design of Bendway Weirs	\$ _____
Task 3. Evaluate Permitting Needs and Requirements	\$ _____
Task 4. Cost Opinion of Bendway Weirs Installation and Maintenance, Timeline	\$ _____
Task 5. Meetings	
Initial Meeting	\$ _____
Conference Call	\$ _____
Other Proposed Meetings	\$ _____
<b>Total</b>	<b>\$ _____</b>
Task 6. Reporting and Deliverables	
Draft and Final Report	\$ _____
<b>Total</b>	<b>\$ _____</b>

Firm Name and Address:

Signature of Authorized Agent or Firm President:

**Employer Identification Number or Social Security Number:**

## Exhibit D – Contract

### CONTRACT

Between

\_\_\_\_\_ and

**THE NORTH PLATTE DECREE COMMITTEE**

through

**THE NEBRASKA COMMUNITY FOUNDATION**

This Contract (hereinafter referred to as “Contract”) is made and entered into by and between \_\_\_\_\_ (hereinafter referred to as “CONTRACTOR” whose address is \_\_\_\_\_ and the Nebraska Community Foundation, (NCF) whose address is P.O. Box 83107 Lincoln, NE 68501, acting on behalf of the North Platte Decree Committee (NPDC) for services to be rendered by the CONTRACTOR to assist the NPDC in \_\_\_\_\_.

Whereas, the NPDC is responsible for implementation of the requirements of the Modified North Platte Decree and Final Settlement Stipulation in Nebraska v. Wyoming, 122 S.Ct. 420 (2001) which requires \_\_\_\_\_; and

Whereas, the NPDC has entered into a Memorandum of Agreement #05AG601965 (MOA) with the NCF, dated June 20, 2005, and attached hereto as Attachment \_\_, so that the NCF can act as a limited contracting agent for the NPDC; and

Whereas, the CONTRACTOR is qualified to perform the services required under this Contract;

Now, therefore, in consideration of the mutual promises and obligations set forth herein, the undersigned parties to this Contract agree as follows:

#### **ARTICLE 1. SCOPE OF WORK.**

The CONTRACTOR shall perform all of the services described in Attachment \_\_, Scope of Work which is attached to this Contract and made a part of this Contract.

#### **ARTICLE 2. TERM OF SERVICES.**

- (a) This Contract shall remain in effect for 2 years from the date of effectiveness.
- (b) This Contract may be terminated by either party upon 30 days written notice to the other party.

#### **ARTICLE 3. CONSIDERATION AND METHOD OF PAYMENT.**

- (a) CONTRACTOR shall perform all services described in this Contract for \$\_\_\_\_\_.
- (b) CONTRACTOR shall submit invoices to (name), Chair of the [appropriate] Subcommittee of the NPDC for work accomplished.

## **Exhibit D – Contract**

### **ARTICLE 4. SPECIAL PROVISIONS**

- (a) The parties agree that CONTRACTOR shall comply with applicable standards of professional care in the performance of the services provided for in this Contract and perform all work in a competent, efficient and workmanlike manner using sound techniques current in the industry or profession and applying such skills and expertise as may be necessary to perform its obligations under this Contract.
- (b) CONTRACTOR shall maintain for itself Workers' Compensation insurance (including Employer's Liability Insurance), Commercial General Liability Insurance and Professional Errors and Omissions Insurance. CONTRACTOR shall advise the [appropriate] Subcommittee Chair upon reasonable request of the terms, conditions, and limits of its coverage by certificate.

### **ARTICLE 5. GENERAL PROVISIONS.**

- (a) Amendments. Either party may request changes to this Contract. Any changes, modification, revisions or amendments to this Contract which are mutually agreed upon by and between the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- (b) Availability of Funds. Each payment obligation of NPDC and the NCF is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services to be performed by the CONTRACTOR, the Contract may be terminated at the end of the period for which the funds are available. The NPDC shall notify the CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party if this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Contract in order to acquire similar services from another party.
- (c) Entirety of Contract. This Contract, consisting of    [count all pages including attachments]    (    ) pages including attachment(s) [XYZ], represents the entire and integrated contract between the parties and supersedes all negotiations, representations and contracts, whether written or oral.
- (d) Sovereign Immunity and Liability. Nothing in this Contract shall be construed as a waiver of sovereign immunity of any NPDC member and each NPDC member specifically retains immunity and all defenses available to it as sovereign pursuant to state and federal law. None of the NPDC members agree to insure, defend, or indemnify the other. The CONTRACTOR agrees to indemnify, defend and hold harmless the NCF, the NPDC, the NPDC members, and their officers, agents, and

## Exhibit D – Contract

- employees from any and all claims, lawsuits, losses and liabilities arising out of the CONTRACTOR'S failure to perform any of the CONTRACTOR'S duties and obligations hereunder or in connection with the negligent performance of the CONTRACTOR'S duties or obligations.
- (e) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, other than the North Platte Decree Committee, the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
  - (c) Assignment. Neither party to this Contract may assign or transfer any rights or obligation under this Contract without prior written approval of the other party.
  - (d) Notice. All notices arising from the provisions of this Contract shall be in writing and given to the following at the address provided under this Contract, either by U.S. mail, fax or delivery in person:
    - If to NCF: [address block]
    - If to NPDC: [address block]
    - If to CONTRACTOR: [address block]
  - (e) Work product. All writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, data bases in hard copy, drawings, specifications, designs, reports, photographs, and other graphical representations prepared by CONTRACTOR hereunder are and shall be the property of the NPDC and shall be delivered to the NPDC no later than the termination date of the Contract. Nothing produced, in whole or in part, by the CONTRACTOR shall be the subject of any publication or application for copyright by or on behalf of CONTRACTOR without the express written consent of the NPDC chairman.
  - (f) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
  - (g) Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect.
  - (h) Termination of Contract. This Contract may be terminated immediately for cause if the contractor fails to perform in accordance with the terms of this Contract.

## Exhibit D – Contract

- (i) Independent Contractor. The CONTRACTOR shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the NCF or the NPDC for any purpose. The CONTRACTOR shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this contract shall be interpreted as authorizing the CONTRACTOR or its agents and/or employees to act as an agent or representative for or on behalf of the NCF or NPDC.

### ARTICLE 6. PROJECT CONTACTS

The CONTRACTOR’S Project Contact for this Contract is \_\_\_\_\_.

All correspondence, invoices, notice and other communication to the CONTRACTOR will be provided by and to the [appropriate] Subcommittee Chair. The NPDC will be responsible to inform the CONTRACTOR’S Project Contact of the current address of the [appropriate] Subcommittee Chair.

**ARTICLE 7. SIGNATURES.** In witness whereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract as set forth herein including the limitations and provisions of the MOA #05AG601965.

The effective date of this Contract is the date of the signature last affixed to this Contract.

For the CONTRACTOR

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

Title: \_\_\_\_\_

For the North Platte Decree Committee through its parties, the United States (Bureau of Reclamation), the State of Nebraska, the State of Colorado and the State of Wyoming

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

Jeffrey Yost, President and CEO  
Nebraska Community Foundation, as contracting agent.

## **Exhibit D – Contract**

**ATTACHMENT \_\_. SCOPE OF WORK**

**ATTACHMENT \_\_. MOA #05AG601965 (a copy of the MOA can be found at the following ftp site: <ftp://dnrftp.dnr.ne.gov/pub/NorthPlatte2/>)**