

Nampa & Meridian Irrigation District

RFQ 2023-01

Ridenbaugh Canal Headworks

Modernization Project Engineering Services

Project Description

Nampa & Meridian Irrigation District (District or NMID) plans to modernize the headworks of the Ridenbaugh Canal diversion by: replacing the existing diversion structure, which uses check boards, with a new structure that uses pneumatic bladder dams; replacing the existing 550' sediment control structure and catwalk with new; replacing the existing weed and debris rack with a new self-cleaning rack, and installing the necessary electrical, pneumatic, and mechanical systems to operate the automated diversion. The completed structure should effectively divert water to the Ridenbaugh Canal System in a way that minimizes risks to the District, allows for user-friendly operation and maintenance, and takes advantage of current technology to produce benefits for the District, for the river system, and the environment.

Background

The Ridenbaugh Canal System extends from its headworks near Barber Park in Boise, Idaho its terminus at the head of Lake Lowell in Nampa, Idaho. The canal has a maximum capacity of approximately 500 cubic feet per second (cfs) and delivers irrigation water by gravity for urban and agricultural use. The headworks were originally constructed in the 1870's, with additions through the 1930s. The diversion structure is skewed approximately 45-degrees to the Boise River and has 10 openings, each 20-ft wide, in which check boards are installed to divert water into the Ridenbaugh Canal. The wooden check boards are installed manually, up to a maximum height of 5-ft. The silt diverter is an approximately 18-inch-tall concrete wall that has historically helped keep sand, silt, and even small gravel out of the canal. The debris/weed rack has a walkway and is periodically cleared manually. A masonry-block canal head structure and relatively new radial flow control gates regulate the amount of water diverted to the Ridenbaugh Canal and protect the downstream cities from flooding during times of high river flows.

NMID desires to modernize and improve the headworks to include automated level control, trash, debris, and weed control, redundancy, and resiliency to operational, safety, and cybersecurity risks. Future upgrades would automate the height of the check structure (using, for example, a bladder dam) to better maintain river flows and diversion to the canal. While well cared for, the masonry and concrete of the head structure are subject to the river's erosive forces and may require replacement and reinforcement.

NMID has received a combination of grant funds from the Idaho Water Resource Board Aging Infrastructure Grant program and the United States Bureau of Reclamation WaterSMART program. These programs are intended to achieve benefits for the community, the environment, and for water supply in the basin. The Ridenbaugh Headworks Modernization Project and its contractors will meet the requirements of the grant associated with the project.

It is anticipated that the condition of the Ridenbaugh headworks check structure will necessitate replacement, however, the project will include an alternatives analysis and concept engineering phases of work to begin the design of the replacement structure.

Organization and Background

The District was formed in 1904 to acquire, improve, and operate the Ridenbaugh Canal system to deliver water to NMID lands. The primary revenue source for NMID operations is assessments of NMID lands. NMID is a large, diverse irrigation district, whose board of directors and staff operate and maintain extensive, intricate canal and drainage systems to deliver irrigation water and provide drainage for 40,867 tracts of land consisting of approximately 60,000 acres south of the Boise River in the heart of the Treasure Valley. Rapidly changing land uses within NMID run the gamut, from traditional agriculture to Idaho's most populated urban settings. The water delivery benefits NMID provides to these lands are based on substantial, early priority natural flow rights in the Boise River, and storage rights in Arrowrock and Anderson Ranch Reservoirs. Depending on their locations and development history, individual tracts of land in NMID are entitled to one or more of NMID's irrigation water and drainage benefits.

NMID lands are categorized as "Ridenbaugh acres," "Project acres" and "Drainage acres" according to the water right and drainage benefits apportioned to them:

- over 20,000 "Ridenbaugh acres" that are entitled to NMID natural flow and storage rights delivered through the Ridenbaugh Canal system
- over 26,000 "Project acres" lying below the Ridenbaugh Canal system that are entitled to NMID storage rights conveyed from the Boise River by the New York Canal system¹ through feeder canals to the Ridenbaugh Canal system for delivery to the NMID Project acres;
- over 12,000 "Project acres" lying above the Ridenbaugh Canal system that are entitled to NMID storage rights delivered directly from the New York Canal system
- Over 59,000 "Drainage acres" that benefit from NMID's drainage system.

In addition to providing water to NMID lands, NMID uses the Ridenbaugh Canal System to deliver water to lands within the New York Irrigation District, Settlers Irrigation District, Boise Kuna Irrigation District, and Reclamation special contract lands.

RFQ CONDITIONS

These General Conditions describe the general nature of the request for qualifications.

1.1 INTENT OF REQUEST FOR QUALIFICATION (RFQ)

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 PROPOSER'S COSTS

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to the RFQ become the property of the District and will not be returned.

1.3 EVALUATION OF PROPOSER

Before a contract will be awarded, the District may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the District to conduct reference investigations as needed. The District may also request interviews of the Proposer, including the project manager or key employees, as necessary by District employees and/or the selection committee to evaluate and determine the ability of the Proposer to complete the work/project. Proposals will be evaluated by a selection committee comprised of District employees and may include patrons of the District.

1.4 INSURANCE

The Proposer will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the District as a named insured, where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with the District prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the District, but the Proposer may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Purchasing.

In case of the breach of any provision of this article, the District, at its option, may take out and maintain at the expense of Proposer, such insurance as the District may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Proposer under this contract.

- A. Proposer's and Subcontractor's Insurance. The Proposer will not commence providing service under the contract until Proposer has obtained all the insurance required hereunder and such insurance has been reviewed by the District. Review of the insurance by the District will not relieve or decrease the liability of the Proposer hereunder.
- B. Compensation and Employer's Liability Insurance. The Proposer will maintain during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract any such work is sublet, the Proposer will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Proposer's covenant to indemnify.

1.5 RESERVED RIGHTS

The District reserves the right to accept or reject proposals. The District may select a firm on the basis of the written proposal or may request oral presentations and/or interviews from the most highly rated firms under the evaluation criteria outlined above. The Proposer selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 TAXES

The District is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the District. Items purchased by the District and, and, in case used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Proposer and are to be included in the Proposer's Proposal pricing.

1.7 REQUEST FOR CLARIFICATION, PROTEST OF PROPOSAL REQUIREMENTS, STANDARDS, SPECS, OR PROCESS

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this RFQ may submit a written notification to the District, to be received no later than noon, three (3) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The District may modify the proposal documents, and/or reject all or part of the protest. Verbal responses will not be binding on the District or the Proposer.

Written requests should be directed to:

Michael Comeskey
Secretary/Treasurer
Nampa & Meridian Irrigation District
1503 First Street South
Nampa, ID 83651
nmid@nmid.org

1.8 MODIFICATION AND WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.9 PROPOSAL QUESTIONS

Questions and responses of any one Proposer, which the District deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The District may, by written notice to all respondents, cancel, postpone or amend the RFQ prior to the due date. If, in the opinion of the District, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. Modifications to the RFQ, its requirements, or its schedule will be posted to the District's website at www.nmid.org.

1.10 AWARD CRITERIA

Criteria necessary to evaluate the proposals are included in the RFQ documents and will be established and weighted. At a minimum, criteria will include knowledge and experience, references, compliance to the specifications and requirements for the service.

1.11 HIGHEST RANKED PROPOSERS

The selection committee shall recommend to the District Board of Directors that the contract or award of proposals be awarded to the highest ranked Proposers, with all evaluation criteria considered, provided that, the Board may award contracts to the Proposers it determines appropriate.

1.12 PROTEST OF SELECTION OR CONTRACT AWARD

Proposers who wish to protest selection results shall submit their protest describing why the proposed award is in error. Protests shall be submitted in writing within 5 calendar days of the District publishing an intent to award the contract. The District will evaluate each protest and present their recommendation to the Board at a regular meeting. The Board will make the final decision on contract award.

1.13 ASSIGNMENT OR SUBCONTRACTING

The Proposer or selected “Consultant” may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the District. If the District consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

1.14 OWNERSHIP AND ACCESS TO RECORDS

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the District and the Proposer, records will become the property of the District, including copyrightable material, and subject to state law and District policies governing privacy and access to files.

The Proposer will be required to provide multiple copies of plans, special provisions, cost estimates, etc. for review purposes. Upon final approval and before the end of each task order, the Proposer shall supply the District with one hard copy and two electronic copies of such documents. One electronic copy shall be provided in unencrypted portable document format (PDF) and the other copy in unencrypted native format. This includes all reports, models, CAD files, GIS files, specifications, etc.

1.15 EXAMINATION OF RECORDS

The District shall have access to and the right to examine any pertinent books, documents, papers, and records of the Proposer involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Proposer shall retain project records for a period of five years from the date of final payment.

1.16 CONFLICT OF INTEREST

- The Proposer shall not hire any officer or employee of the District to perform any service covered by this Agreement.
- The Proposer affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Proposer's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the District.

1.17 STANDARD FOR PERFORMANCE

The parties acknowledge that the District, in selecting the Proposer to perform the services hereunder, is relying upon the Proposer's reputation for excellence in the performance of the services required hereunder. The Proposer shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Proposer shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth

herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

1.18 ATTORNEY'S FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

1.19 APPLICABLE LAW

The laws of the State of Idaho shall govern this agreement.

1.20 REJECTION OF PROPOSALS

The District may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFQ is acceptable to the District. The District is in no way obligated to any Proposer for the work as set forth in the specifications.

- The District reserves the right to accept or reject proposals on each item separately or the RFQ as a whole, without further discussion.
- Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

1.21 MISCELLANEOUS PROVISIONS

The Proposer shall be fully responsible for the safety and well-being of its employees and agents.

The Proposer will maintain, at its own expense, all permits and licenses necessary to perform this work in compliance with federal, state, and local laws.

Scope of Contract/Proposal

The contract is intended to provide engineering support services for the Ridenbaugh Headworks Modernization Project, including the following:

1. Consultation, Planning, and Preliminary Design;
2. Creation of Construction Documents;
3. Creation of bidding documents and plan sets and support for the bidding process
4. Services during construction, including construction inspections, project management, and serving as the owner's representative;
5. Startup and commissioning;
6. Value engineering services; and
7. Additional Services:
 - a. Environmental compliance
 - b. Permitting support
 - c. Asset management support
 - d. Support for stakeholder communications
 - e. Grant management assistance
 - f. Financial modeling
 - g. Supplemental capital improvement program support

Statement of Qualifications

If your firm is interested in performing the described work, please respond to the RFQ questions outlined below. Upon receipt of the responses, a panel consisting of NMID personnel will review and rank each of the firm's submittals and begin negotiations with the highest ranked firm. If the negotiations are unsuccessful, NMID reserves the right to select and negotiate with other firms in order of rank.

Written questions regarding this project or this RFQ can be emailed to Michael Comeskey at NMID nmid@nmid.org. Answers to the questions will be posted to NMID's webpage <http://www.nmid.org>. Questions will not be accepted after noon local time on August 7, 2023.

Response Criteria (Submitted by 4 PM Mountain Time on August 10, 2023)

- PDF submittals may be emailed to Michael Comeskey at nmid@nmid.org
- Limit response to 5 single sided pages (max)
- Sample schedule is not counted in page limit
- Type font size shall not be smaller than 11 points

Proposer Questions

In your response to the request for qualifications, answer the following questions:

Specific Relevant Project Experience

Describe no more than three relevant projects of a similar nature that your firm has successfully completed. Describe your experience working with NMID. Describe your firm's experience on projects that included: diversion structures, irrigation systems, automation, environmental permitting, and civil engineering design, construction, and services during construction.

Project Manager

Identify your firm's project manager for this project and their background, education, training, and relevant project experience. Describe your project manager's capacity to serve the project.

Specific Staff / Key Personnel

Identify your firm's key personnel for this project. Describe their role on the project, qualification, and availability.

Approach to Project

Describe your anticipated approach to the project and any considerations that you anticipate will affect the planning or execution of the project. Describe how your approach to the project will minimize risk to NMID.

Cover Letter

Submit a cover letter identifying important considerations for the NMID reviewers.

Sample Schedule

Submit a sample schedule for the project that illustrates your approach to the project, important milestones, and delivery date.

Evaluation Criteria

Criterion	Points
Specific Relevant Project Experience	40
Project Manager	30
Specific Staff Qualifications	20
Approach to Project	10
Cover Letter	Pass / Fail
Sample Schedule	Pass / Fail

Schedule

Event	Deadline
RFQ available on BidNet from nmid.org and on nmid.org website	July 21, 2023
Proposer's question submission cutoff	August 7, 2023
NMID response to questions available on BidNet and nmid.org	August 9, 2023
Proposals are due. Proposal opening to immediately follow.	August 10, 2023
NMID completes scoring and prepares recommendation to NMID Board	August 17, 2023
NMID Board approves selection	August 22, 2023
Notify Proposers via email of selection	August 23, 2023
Begin negotiations to execute contracts with selected proposers	August 23, 2023