

REQUEST FOR PROPOSALS FOR DESIGN-BUILD IRRIGATION RESERVOIR & IRRIGATION PIPELINE

Date of Request: May 10, 2024 Responses due by: June 10, 2024, at 4:00 pm

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PO Box 1976 ' Havasu Lake, California 92363 ' Phone: (760) 858-1116 ' fax: (760) 858-5401

REQUEST FOR PROPOSALS

Chemehuevi Indian Tribe, Havasu Lake CA

Design-Build Irrigation Reservoir & Pipeline

INTRODUCTION

This Request for Proposal (this "RFP") is issued by the Chemehuevi Indian Tribe (the "Tribe" or "Owner") to solicit written proposals (each a "Proposal") from interested firms, joint- ventures, partnerships, or corporations formed for the purpose of responding to this RFP (each a "Proposer") to design, construct, and provide training for a new Agriculture Water Reservoir & Water Pipeline (the "WRP" or the "Project") located in Havasu Lake, CA on the Chemehuevi Indian Reservation pursuant to a Progressive Design-Build Agreement (the "Contract").

The Tribe seeks Proposers who are qualified and prepared in all respects as set forth herein to undertake the complete design, construction, and training of the Project. Proposals will only be accepted from Proposers intending to provide all required services for the Project. The Tribe will not consider responses from firms not offering to provide all required services.

The RFP is a best value procurement process. The selected Preferred Proposer will be invited to enter into a Contract for a progressive design-build process. It is of utmost importance to the Owner that it selects a competent and compatible "business partner" for this Project. The Owner desires that this long-term business relationship be one of optimum mutual benefit to both parties and that it be conducted in a "team partnership environment." The Proposer shall describe its plan for providing a team partnership environment for this Project.

BACKGROUND

The Tribe has an Agriculture Program that manages approximately 80 acres of farming land with the potential to grow the footprint. These farming lands are located on a plateau, which is about 50 ft. higher than the surface water pumping station located at the water level of the Colorado River. The Agriculture Department had to replace their water pump due to failing infrastructure. This pump provided water to the ag fields based on when the pumps were running. The Department staff currently must turn on the pump every time they need to irrigate. This is a tremendous burden on the pump system, and in turn adds wear and tear to the equipment.

In early 2019, the pump was replaced with a new fuel-efficient pump system. There is still the issue with being able to provide water to the ag fields only when the pumps are running. The solution is to build a water storage facility (reservoir) on top of the hill near the ag fields allowing more frequent watering and reducing the need for the pump to have to be manually turned on to water the fields. Overall, the use of the pump will be reduced and access to water would allow for more sustainable farming and potentially aid in the development of future projects. With the addition of a reservoir, there is a need for a pressure system to ensure pipelines have the pressure to move water to all areas of the farm.

PROJECT METHODOLOGY

The Tribe has elected to use a Design-Build-Train ("DB-T") alternative procurement method. For this project the DB-T is defined as a progressive design build process with a period of training for Tribal staff. This method is expected to result in numerous benefits for the Tribe and its customers. The procurement is expected to result in more efficient and cost-effective scheduling, optimal risk allocation, and overall cost savings. This method includes the full and appropriately balanced integration of design, construction, operations, and maintenance in all aspects of project development.

The Tribe intends to enter into an agreement with the selected Preferred Proposer (Design-Builder) for the services described herein and agreed to by both parties. While in general, the Design-Builder may suggest modification to the Proposed Supplementary Conditions and Agreement, certain provisions will be mandatory. The Design-Builder shall assume when submitting a proposal that no changes proposed shall be adopted and that the Tribe shall require the Design-Builder to execute the Agreement without substantive changes.

SCOPE OF REQUIREMENTS

- 1. Provide a proposal on the cost of the project.
- 2. Build an Embankment Reservoir planned amount = 4,651 CY
- 3. Build a safety or heavy use fence planned amount = 900 ft.
- 4. Pond sealing or lining/ uncovered without liner drainage or venting. Planned amount= 3,970 sq yd
- 5. Installation of 75hp pump
- 6. Installation of irrigation pipeline (PVC 12inch)
- 7. Install 18-inch PVC IPS 125,4640 ft)
- 8. Install irrigation system aluminum gated pipe (12' gated pipe 2,980 ft 3.11lb
- 9. Install flow meter with electronic index.
- 10. Public liability insurance

PROJECT SCOPE OF SERVICES

Project Phase One

The scope of services generally includes, but is not limited to, the following:

Prepare an irrigation reservoir and distribution pipeline design plans and specifications to at least the 30% design stage, consistent with the Concept for the Project. Preliminary design shall include field surveys, hydraulic analysis, conceptual design, and including Tribe design council presentation. Plans shall be complete in their identification and sizing of all equipment and the sizing of all structures and piping necessary to meet the requirements of this project.

Preliminary facility and site design documents will include preliminary layout drawings of proposed facilities, and major process components. Layout drawings will include major equipment locations and space allocations for major equipment and electrical equipment. Assumptions for structural components, such as wall thicknesses and foundation requirements will be noted.

Complete opinions of capital costs will include construction costs; contingencies; and engineering, legal and administrative expenses. Construction costs will include materials, construction labor, equipment, supplies, excavation, contractor's overhead and profit, and contractor's costs for insurance, bonds, and taxes.

Complete an analysis and presentation of findings regarding alternatives that may be included or excluded from the Project such as redundancies, technologies, and processes. Presentation of these findings shall include the associated risks and costs.

Prepare design of offsite assets to no less than 30% design or greater level as will allow for completion of tract maps and legal information requested for the Tribe to acquire required easements and rights-of- way.

Complete regulatory review of 30% design.

Produce maps, drawings, and graphics necessary for, public outreach and other council or committee meetings as requested.

Develop a Project Plan and guaranteed Contract Price for Phase Two, separated into distinct portions of work.

Project Phase Two

If the Project Plan and the Phase Two Contract Price and Schedule are accepted by the Tribe, the scope of services for Phase Two will generally include, but not be limited to, the following:

Complete design, construction, and post-construction tasks for the reservoir, water piping and connection valves including performance testing and startup commissioning. The Design-Builder shall submit and provide 60% and 90% of the design documents suitable for review by the Tribe and funding agencies. Documents shall include final sizing for all equipment and structures and a list of recommended equipment manufacturers. The design shall include a site layout showing all additional structures and approximate locations.

Direct all field activities, safety, and quality control; prepare construction schedules; manage the project safety program; and provide appropriate project permits and reviews.

Procure all required equipment, subject to Tribe approval.

Coordinate tie-ins and shutdowns that disrupt the regular processing of water; coordinate all these activities and present a schedule detailing these activities. Design- Builder shall be solely responsible for providing adequate and appropriate work- arounds to avoid process disruptions and shall not be entitled to any compensation for delays or interference because of actions taken by the Tribe to maintain safe and adequate water supply during construction.

Complete design, construction, and testing of pipeline assets to deliver finished water.

Complete regulatory reviews at 60% design, 90% design; and as otherwise identified.

Coordinate start-up of all components of the Project. Tribe personnel will be trained by the Design-Builder or designated manufacturer's representative in the operation of all processes and related equipment. The design-Builder will be responsible for working with equipment vendors.

Provide operations and maintenance training for Owner staff following commissioning.

Upon completion of this project all processes and related equipment will be required to meet USDA standards for process performance as defined in the final plans. Process testing will begin upon Facility startup. All specifications for process testing shall be developed through a coordinated effort by the Design- Builder and Tribe staff. The Tribe will provide analytical services as available to assist in verifying process performance.

During the Operating Period, provide for not less than 10 hours of training for Owner staff in the operation and maintenance of the constructed Facility and associated assets, including training regarding the operation of all processes and related equipment. Training will be conducted by the Design- Builder or designer. All training will be conducted on-site. The Design Builder will include

an estimate of the number of training hours necessary to meet the Tribe's training needs. All training classes will accommodate up to 10 people and shall be recorded.

The Project and its individual components shall carry a warranty for a minimum period of three (3) years from Substantial Completion.

PROJECT FUNDING

The project is grant funded and is intended to be funded from a combination of funding sources, such as Bureau of Reclamation (BOR) & United States Department of Agriculture (USDA).

PROJECT GOALS

The Tribe's goals and objectives for the Project, which are not listed in order of priority or importance, are as follows:

- Provide safe, adequate, uninterrupted water supply to the farming operations of the Tribe.
- Ensure the safety of the public, Tribe employees, the Project, and Facilities.
- Minimize wear and tear of system infrastructure.
- Zero exceedances of regulatory limits.

In the Project design and construction:

- Ability to meet the water use needs of the tribe's agriculture program.
- Sound design and quality construction for long-term operational reliability.
- Optimization of water operations, and maintenance.
- High degree of coordination between design, construction, operation, and maintenance elements.
- Accommodation for potential future expansion of Facilities
- Provide for the full operation and maintenance of the Facility through a minimum 10 hours of training for Owner staff, and for such longer period as will be agreed between Owner and Design-Builder.
- Prepare a training plan for training the Owner staff in the operation and maintenance of the Facility.
- Prepare and implement a plan for the transition of Facility operations to Tribe staff at the conclusion of the Construction Period.

Contractor Responsibilities

It is the sole responsibility of the contractor to see that the proposal is delivered to the proper place and received at the proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the contractor unopened.

The contractor to whom the award is made shall execute a written contract with the Tribe within forty-five (45) calendar days after notice of the award has been sent by email to the email address provided in the proposal. The contract shall be made in the form adopted by the Tribe and incorporated in these specifications. The contractor warrants that they possess, or have arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, Tribe laws, ordinances, and regulations.

The Contractor will be responsible for procuring the correct and necessary licenses and permits to perform the necessary work to complete this project. All local permit fees will be waived. It shall be the responsibility of the Contractor to locate all existing utilities and protect them from damage.

The contractor shall repair at his own expense any damage, whether inside or outside of the project limits, to utility systems, surface pavements, fixtures, structures, or vegetation that is not specifically indicated to be modified or removed. All damaged items shall be repaired to their original condition, as acceptable to the Tribe.

Contractor shall leave site and surrounding areas clean and free of any debris or

other unsuitable materials.

All traffic control will be the responsibility of the contractor.

The contractor shall be responsible for the security of the site. The contractor shall be responsible for all damages to persons or property that occur because of its fault or negligence in the performance of this contract and shall be responsible for the protection of the project site until final acceptance by the Tribe. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthful place of employment.

Questions Regarding the RFP

If a prospective contractor is in doubt or has any questions as to the true meaning or intent of any part of the Bid package, or discovers discrepancies, errors, or conflicts, or omissions, he/she may submit, to the Tribe, a written request for an interpretation or a correction thereof. Interpretations or corrections shall be made only by addendum duly issued by the Tribe.

A copy of such an addendum will be posted on the Tribe website and such an addendum shall be considered a part of, and incorporated in, the proposal documents.

Telephonic requests will not be taken. Any interpretation or correction of the proposal documents will be made only by a written Addendum. No oral interpretation of any provision in the proposal documents shall be binding.

All questions regarding this RFP should be presented in writing and no later than May 20th, 2024, at 4:00 PM:

Raymond Mejia Planning Director

Chemehuevi Indian Tribe, Havasu Lake, CA

<u>planner@cit-nsn.gov</u>

PROCUREMENT PROCESS

The Tribe expects to carry out the Project procurement process in accordance with the following Procurement Schedule. This schedule remains subject to adjustment by the Tribe through the issuance of Addenda or through a separate written notice to Proposers.

EVENT	PROJECTED DATE
RFP reviewed by Tribe Council	
RFP released to Firms	
RFP Pre-Proposal Conference	
Proposals Due (By 12:00 PM AZ)	
RFP Review Committee	
Top Firms Interview w/Tribe Council	
Firm Selection	
Draft Contracts Submitted to Tribe	
Firm Contract to Tribe Council	
Notice to Proceed Issued to Firm	

Send Proposals to:

Proposals must be submitted marked **"CHEMEHUEVI AGRICULTURE RESERVOIR & PIPELINE RFP"** with five (5) hard copies and 1 digital copy of your proposal package to:

Office or Realty & Planning Chemehuevi Indian Tribe P.O. Box 1976 Havasu Lake, California 92363

Proposals must be received by June 10, 2024, AT 4PM CDT. There will not be a public opening of proposal.