



CARSON WATER SUBCONSERVANCY DISTRICT

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Buckeye Creek Detention/Flood Control Design In Douglas County, NV

RFP DUE DATE: November 19, 2021

SUBMITTAL LOCATION: Carson Water Subconservancy District
777 E. William St., Suite 110A
Carson City NV 89701
edjames@cwsd.org

QUESTIONS SHALL BE DIRECTED TO: Edwin James, General manager
(775) 887-7456
edjames@cwsd.org

INTRODUCTION/GENERAL

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as "CWSD" is seeking contractor to complete the Buckeye Creek Detention/Flood Control Design in Douglas County, NV.

CWSD invites interested firms to submit written proposals relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm determined to be best qualified will then be invited to enter negotiations with CWSD to develop a business plan and a not-to-exceed costs.

All electronic and paper submittals, as specified below, must be received by the due date and time at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** CWSD reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized

or all submittals are rejected.

REVISED ISSUE DATE: October 28, 2021

This contract will be considered a “not to exceed – contract.” The work performed in this contract is intended primarily to be through development and completion of individual work assignments, tasks, and specified deliverables. The selected consultant will work with the Carson Water Subconservancy District and representatives from Douglas County to develop a detailed technical and business proposal prior to entering a professional services contract.

A preliminary project description is provided in Exhibit A.

CONSULTANT SELECTION PROCESS

CWSD and county representatives may select the consulting firm based solely on the RFP or the top firms may be asked to present their qualifications to the selection committee.

INSTRUCTIONS TO CONSULTANTS

1. SUBMITTAL FORMAT: Please provide one electronic copy on a flash drive and two hard copies. CWSD will not provide any reimbursement for the cost of developing or presenting proposals in response to this Notice. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.

2. PREPARATION OF SUBMITTAL:

- a. All proposals shall be on the form(s) or in the format provided in this Notice package.
- b. It is the responsibility of all offerors to examine the entire Notice package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

3. SUSPENSION OR DEBARMENT CERTIFICATION: In accordance with Code of Federal Regulations (CFR), public entities are prohibited from contracting with any party that is suspended or debarred or is otherwise excluded from participating in federal assistance programs.

As federal funding may be used for CWSD project; by signing the Offer and Acceptance page, the Consultant certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract.

4. INQUIRIES: Any question related to this Notice shall be directed to the General Manager whose name appears on the front side of this document. Official questions regarding this Notice must be submitted in writing to CWSD no later than **5:00 PM on November 10, 2021**. Questions may then be responded by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the Notice

5. REQUEST FOR ADDITIONAL INFORMATION: CWSD reserves the right to request additional information from Offerors for the purpose of explaining the contents of a submittal.

Any such request shall be for informational purposes only.

6. AWARD OF CONTRACT: Notwithstanding any other provision of the Solicitation, CWSD reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals of work RFPs, or portions thereof; or
- (3) reissue the Notice.

7. LATE SUBMITTALS: Late submittals shall not be considered.

8. PREPARATION OF SUBMITTAL:

A. EVALUATION REQUIREMENTS:

A qualified committee will evaluate the RFP's submitted in accordance with the Consultant Questionnaire.

CWSD reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

B. INSTRUCTIONS FOR SUBMITTAL:

Submittal for the projects shall be limited to the items listed below. Firms are advised to follow instructions and submit only the requested information. A page is one side of an 8.5" x 11" sheet (minimum font size is 11).

1. COVER LETTER:

The cover letter expresses interest in project. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 page maximum)

2. CONSULTANT QUESTIONNAIRE:

It is preferred that the answers to the Consultant Questionnaire be limited to ten (10) pages including graphs, charts, schedules, and any other associated material, excluding resumes and section dividers.

CONSULTANT QUESTIONNAIRE

Firms will be screened based on evaluation of the Consultant Questionnaire using the following criteria, which are listed in relative order of importance.

The consultant will be selected through a qualifications-based selection process. Firms interested in this project must submit a proposal that addresses the following issues:

1. Firm's Experience on Similar Projects (20 points)

- A. Identify at least two comparable projects within the last five years in which the project team has completed of this type or comparable projects (Simple floodplain mapping is not considered comparable). For each comparable project identified, provide the following information:
 1. Description of project, including similarities with respect to the technical analysis and the public and stakeholder involvement aspects for this project.
 2. Role of the firm (as a Prime or Sub-consultant)
 3. Project's original contracted cost & time and final project cost & time with explanation for any variances.
 4. Firm's partnering efforts and successes
 5. Include an executive summary from one of the previously completed area drainage master plans. The executive summary shall not count toward the total page count.

2. Personnel Availability & Experience (15 points)

- A. For each key person identified to work on this study, list at least two comparable projects in which they have played a primary role in the studies. Please provide the following information:
 1. Description of project
 2. Key individual's role on the project
 3. Project's original contracted cost & time and final project cost & time with explanation for any variances
 4. Project Owner reference information (two names with telephone numbers per project)
- B. List the current availability of key prime firm personnel for the proposed project time frame and their length of time with the firm.
 1. Provide a project organizational chart showing key prime firm personnel and all sub-consultants.
 2. Resumes for key personnel may be attached in accordance with the submittal requirements.
 3. For the prime consultant Project Manager, describe your experience in addressing complex stakeholder issues, such as how or if conflicting goals or objectives were resolved, as well as any experience presenting potential contentious issues to the public.

3. Project Understanding and Approach (20 points)

- A. Discuss the major issues your team has identified on this project and how you intend to address those issues.
- B. Describe your team's project management approach and team organization for planning, managing, scheduling, budgeting, and quality control for this project.

4. MAPPING INFORMATION PLATFORM – (10 points):

The Mapping Information Platform (MIP) is considered FEMA's system of record for project data. Therefore, project data must be submitted to MIP. FEMA requires data is uploaded Mapping Information Platform (MIP) in a highly prescribed manner. The MIP also tracks earned values: schedule performance index (SPI) and cost performance index (CPI). CWSD will work with contractor to create tasks for and baselines for Earned Values. All project data must be uploaded to the MIP at completion of project. CWSD will upload project narrative and summary for project management and outreach based on invoice and progress reports submitted by contractor.

- A. CWSD staff will work with selected contractor to develop cost and schedule baselines for this project. Once established, cost and schedule changes are limited. This grant requires cost and schedule performance be maintained within between 0.92 and 1.08. Describe how your firm will limit baseline changes and stay within cost and schedule variances.
- B. Please provide a brief write up of your firm's experience uploading data to the MIP related to FEMA flood risk and hazard mitigation projects.
- C. Please provide the contact information of your firm's MIP specialist. Working in the MIP requires submitting a Risk Analysis Management System Access Request (RAMSAR). This includes privacy and cybersecurity training certificates.
- D. Potential applicants are encouraged to attend Introduction to the MIP PowerPoint presentation, and review [Data Capture Technical Reference](#) and Metadata profiles (latest version). All data must be submitted to the MIP in the appropriate format. This includes adherence to FEMA's standards, particularly the latest version of FEMA's data capture standards and metadata profiles.

The selection of the most qualified project teams may be based wholly on an evaluation of the submitted RFP. Consultant costs are not to be included with the RFP and will not be a factor in the evaluation of the RFP.

SPECIAL TERMS AND CONDITIONS

1. **INSURANCE PROVISIONS AND CONDITIONS:** All consultants must carry the following insurance and agree to the following conditions.

A. COVERAGE AFFORDED

MINIMUM LIMITS OF LIABILITY

Workers' Compensation liability insurance for not less than \$1,000,000

Statute or a State Certificate of self-insurance and employer's

Commercial General Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability Insurance

\$300,000 combined single limit to include any vehicle

Professional Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate

B. INSURANCE CONDITIONS

- i. **GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A- FSC VIII, or approved unlicensed companies in the State of Nevada with policies and forms satisfactory to CWSD. All policies will contain an endorsement providing that written notice be given to CWSD at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- ii. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against CWSD, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Contractor's work or service.
- iii. **ADDITIONAL INSURED:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name CWSD, its agents, representatives, officers, directors, officials, and employees as Additional Insured with a CG 20 10 or similar endorsement. The Contractor agrees that the insurance required herein will be primary and that any insurance carried by CWSD will be excess and not contributing. All insurance policies of the Contractor shall be primary in relation to the Additional Insured.
- iv. **ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Nevada shall issue the Certificates. The Contractor shall, within ten (10) days after award of bid, furnish CWSD with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to CWSD.

- v. **SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.
 - vi. **PROFESSIONAL LIABILITY (Errors & Omissions):** Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provided coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. CWSD may require a copy of the professional liability insurance policy to verify coverage.
2. **OWNERSHIP OF WORK:** The originals of all documents provided to the Consultant by CWSD for review and all work product of the Consultant including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of CWSD, and are to be delivered in format requested to CWSD before or as a part of completion of the performance under any phase of the Contract for which compensation and/or payment is requested by the Consultant. Any work produced under the Contract is a work made for hire. To the extent applicable law provides that any Work Product belongs to the Consultant rather than CWSD notwithstanding the preceding sentence, the Consultant assigns to CWSD all rights, title, and interest in and to such Work Product for no consideration other than that which is given in connection with this Agreement. The Consultant must promptly (1) provide CWSD with all information in the possession or under the control of the Consultant and relating to all Work Product and (2) at the request of CWSD, execute and deliver to CWSD each document and other writing, and take each other action, in order to assist CWSD in protecting its interest in any Work Product and otherwise enabling CWSD to use and enjoy any Work Product.
3. **KEY PERSONNEL:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Consultant must agree to assign specific individuals to the key positions.

The Consultant agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without express written consent of CWSD.

If key personnel are not available for work under the Contract as initially proposed or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify CWSD, and shall, subject to the acceptance of CWSD, replace such personnel with personnel of substantially equal ability and qualifications.

Failure to comply with this requirement may be grounds for termination.

STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONSULTANT:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
2. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of CWSD. CWSD reserves the right to obtain like goods or services from another source when necessary.
3. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.

Exhibit A

Buckeye Creek Detention & Flood Control Basin Designs

Scope of Work:

The following is a Scope of Work (SOW) for the Buckeye Creek Detention & Flood Control Basin Designs. The study area is approximately 45.6 square miles (See Figure 1).



Figure 1

Background:

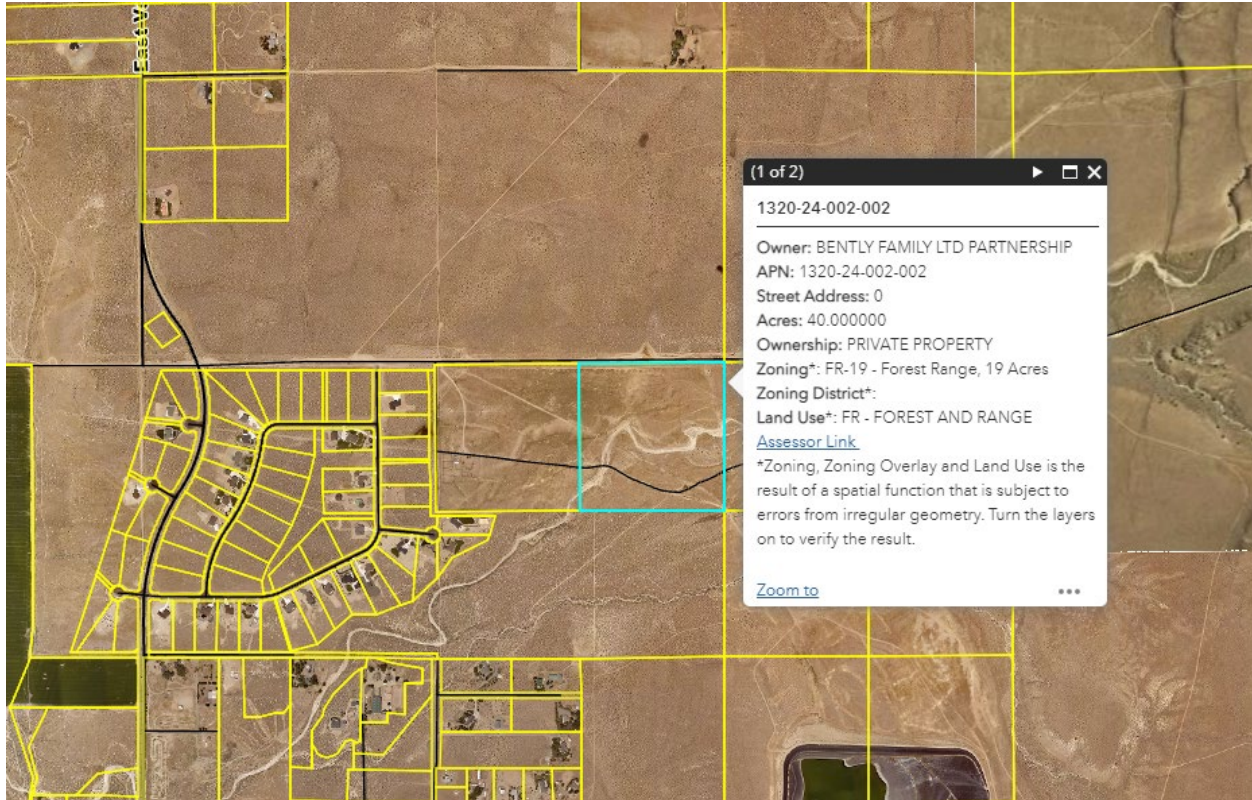
This project will look at the Buckeye Creek watershed area and design a retention basin with outflows of 200 to 400 cfs to remain within the existing flow path of Buckeye Creek and adjacent irrigation ditch system. Proposed improvements needed to convey flows around agricultural fields to Heybourne Road and onto Highway 395 is included within the scope of work. A goal of the project is to remove residences from Gardnerville and Minden from the 100-year floodplain. The network of irrigation ditches may need to be improved in order to achieve that goal. In the future there will be a need to conduct a LOMR which could come in a different funding phase.

Scope:

The Carson Water Subconservancy District (CWSD) will retain an engineering firm to;

1. Evaluate the needed infrastructure to reduce the number of properties and structures impacted by flooding in the Buckeye Creek drainage, including a drainage basin located on APN (apn 1320-24-002-002), Buckeye creek ditch down stream and adjacent agricultural ditches and the agricultural ditch network downstream of the buckeye, Virginia Ditch merger outlines in Exhibit 1.

2. Evaluate post Basin flows and culvert sizing at Muller Parkway to pass the flows of the proposed construction of Muller Parkway.
3. Evaluate the existing network of ditches for those determined post basin flows and evaluate and propose needed improvements to eliminate damage to agriculture fields and residential areas surrounding the Buckeye Creek as shown in Exhibit 1.
4. CWSD anticipates that LiDAR will need to be collected for this study. This information will be used to develop the terrain data. Some additional surveying will be required.
5. Perform a hydrologic analysis for the Buckeye Creek detention basin and downstream areas to Highway 395 and Heybourne Road north towards Airport Road to see the impact on those properties. Identifying maximum outflow from the basin that conveyance downstream of the basin can be conveyed around agricultural fields and residential areas through existing or modified ditch system.
 - a. The analysis will include an evaluation of existing hydraulics structures,
 - b. Data collection of topographic features within the study area,
 - c. Determine the appropriate mitigation measures such as: detention basins, culvert sizes, channels and pipe sizes, and inlet locations, which will best reduce flooding and shallow flooding impacts to agricultural fields and the residential neighborhoods.
6. Prepare a final technical report stating the location of the basin, size of basin needed and estimated properties being removed from the existing floodplain.
 - a. The proposed site (apn 1320-24-002-002) for consideration for the consultant to prepare 15% preliminary engineering drawings for alternatives concepts developed based on the results for the tasks above.



PUBLIC EVENTS

Informational Public Meeting. The Consultant will prepare for and implement at least two public meeting designed to educate the public regarding the Buckeye Creek drainage study. The Consultant will lead the public meeting by presenting project information and results. The meeting will be held in Douglas County (if possible) near the conclusion of the study. Online meetings may be necessary if in-person meetings are not feasible.

Board Meetings. The Consultant Team will give a presentation at the end of the study to Carson Water Subconservancy District Board.

Mapping Information Platform (MIP). The Consultant Team will be required to upload the project data into the FEMA MIP program.

PROJECT MANAGEMENT

The Consultant Team will submit monthly invoicing and process reports.

Exhibit '1'

