



CARSON WATER SUBCONSERVANCY DISTRICT

SOQ

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

ISSUE DATE: June 2, 2023

DESIGN, ENGINEER & PERMIT NON-MOTORIZED RIVER ACCESS TO SAFELY PORTAGE THE MEXICAN DAM FOR CARSON RIVER TRAIL SYSTEM

SOQ DUE DATE: June 30, 2023 - 2pm

SUBMITTAL LOCATION: Carson Water Subconservancy District
777 E. William St., Suite 209
Carson City, NV 89701
catrina@cwdsd.org

DIRECT QUESTIONS TO: Edwin James, General Manager
(775) 887-7456
edjames@cwdsd.org

Request for Statement of Qualifications

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as "CWSD" is interested in developing an engineer plan set that will lead to the permitting and possible construction of a non-Motorized River Access to allow safe portage of the Mexican Dam.

CWSD invites interested firms to submit written Statements of Qualifications (SOQ) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firms determined to be best qualified will then be invited to enter into negotiations with CWSD for a fixed fee. This SOQ is for Phase I of the project and potentially Phase II, which is subject to funding availability. See Attachment A for more details.

A complete copy of this notice and possible amendments may be obtained from CWSD website at: www.cwdsd.org. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this notice. Written questions regarding this notice must be received by CWSD no later than **2pm on June 21, 2023**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the notice. Refer to Project Selection Process Among Consultants section below.

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.

This contract will be considered a “not to exceed – lump sum contract” for Phase 1. Phase II is dependent on funding availability and will be issued in a separate agreement. 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 the counties in the Carson River Watershed to develop a more detailed scope prior to entering into 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 SOQ or the top firms may be asked to present their qualifications to the selection committee.

INSTRUCTIONS TO CONSULTANTS

1. SUBMITTAL FORMAT:

Please provide one original hard copy, plus one (1) electronic copy on flash drive. 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 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. WHERE TO SEND SUBMITTALS:

In order to be considered, the Consultant must send their Statement of Qualifications to CWSD at the location indicated on the Notice Page. The submittal must be received by no later than the specified opening date and time.

5. INQUIRIES:

Any question related to this Notice shall be directed to the General Manager whose name appears on the front side of this document. Questions should be submitted in writing. Only questions

answered by formal written solicitation amendment will be binding.

6. 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.

7. 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 SOQs, or portions thereof; or
- (3) Reissue the Notice.

The Award will be for Phase I as described in Exhibit A. The firm selected to do Phase I will also do Phase II if funding becomes available.

8. LATE SUBMITTALS:

Late submittals shall not be considered.

PREPARATION OF SUBMITTAL

A. EVALUATION REQUIREMENTS:

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

Points shall be assigned according to the listed criteria. The firms will then be ranked by CWSD.

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** expressing 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.

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.

1. FIRM EXPERIENCE ON SIMILAR PROJECTS – 20 POINTS

The Consultant should describe the firm's experiences in dealing with similar design and engineering projects.

- a) Identify similar projects to design non-motorized river accesses which demonstrate work quality.
- b) Examples of engineered plan sets along Nevada Rivers have been successfully permitted through 404, 401, Section 10, State Lands, Water Quality Control, and Carson City grading.
- c) Examples of engineered plan sets that incorporate bioengineering, natural materials and use native plants to stabilize stream banks.
- d) Examples of engineered plan sets along Nevada Rivers that have been successfully constructed within time and budget.
- e) Provide specific references that may be contacted.
- f) Explain how the experience identified above relates to the services.

2. EXPERIENCE AND QUALIFICATIONS OF TEAM – 10 POINTS

Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment.

- a) Identify the project principal, project manager, key staff, and their qualifications and experience as they relate to these services. Include resumes in appendix.
- b) Team experience on similar contracts.
- c) Time commitment of key team members.
- d) Unique qualifications of key members.
- e) Qualifications and relevant individual experience.

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	Statute or a State Certificate of self-insurance and employer's liability insurance for not less than \$1,000,000
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 policies 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 & missions):** 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

Description of Tasks

Description of Tasks

The task description for the design, engineering and permitting of a non-motorized river access to allow the safe portage of the Mexican Dam will cover the following as a minimum:

This project seeks to provide plans and specifications for the design, engineering, and permitting of a non-motorized river access to allow the safe portage of the Mexican Dam.

Design Elements:

- A natural Surface launch, around Ten (10) foot wide.
- Wooden stairs or geotextile mats could also be considered.
- A boat slide and handrail system could also be considered.
- Design must be cost effective.
- The selected firm may have to conduct topographic survey and calculate cut/fill for site.
- Equipment/vehicles can access site with moderate difficulty.
- Selected firm may have to delineate the “ordinary high-water mark” for site.
- Design must be acceptable to permittees including 401, 404, Section 10 (Nation Wide?), Water Quality Control, NV State Lands, Carson City Grading and any other required permit.
- Design must allow for the safe portage of canoes, kayaks/IK, SUP and rafts around the Mexican Dam.
- Sites is located upstream of the Mexican Dam on the Carson River. This reach is known for its class I-II waters.
- The access is close to an urban area, use is concentrated over weekends as well as the spring.
- The General Public will use this infrastructure who generally have a beginner to intermediate skill level.
- Existing access is challenging for boaters due to the steep bank and lack of a good eddy.
- Design must not interfere with the operation of the Mexican Dam.
- Design must be effective in an area with moderate current.
- Design must not create unstable shore surfaces, which can pose hazards to users.
- Design must be durable and require little maintenance
- Design must not lead to erosion and damage to surrounding shoreline.
- Design should consider using bioengineering, natural materials and native vegetation to stabilize access.
- Design may need a revetment and/or rock landing to allow for safe egress upstream of the Mexican Dam.
- Access site may not be consistently accessible due to water fluctuations and operation of the Mexican Dam.
- Access must be easily spotted from the river.
- Access should maintain the natural aesthetic of the area.
- Incorporation of principles of sustainability to effectively manage water, minimize construction disturbance, and reduce long-term maintenance costs.
- Plan for revegetation of disturbed areas.

Phase I Report Procedures and Deliverables:

- “Kick Off” meeting with CWSD and Carson City staff, including a site visit.
- Prepare 90%, design
- Make requested revisions.
- Submit plans to State and federal agencies (which may include, but not be limited to NDEP, State Lands and

ACOE) and required Carson City departments and assist in obtaining all required permits. This will include responding to questions from permitting agencies.

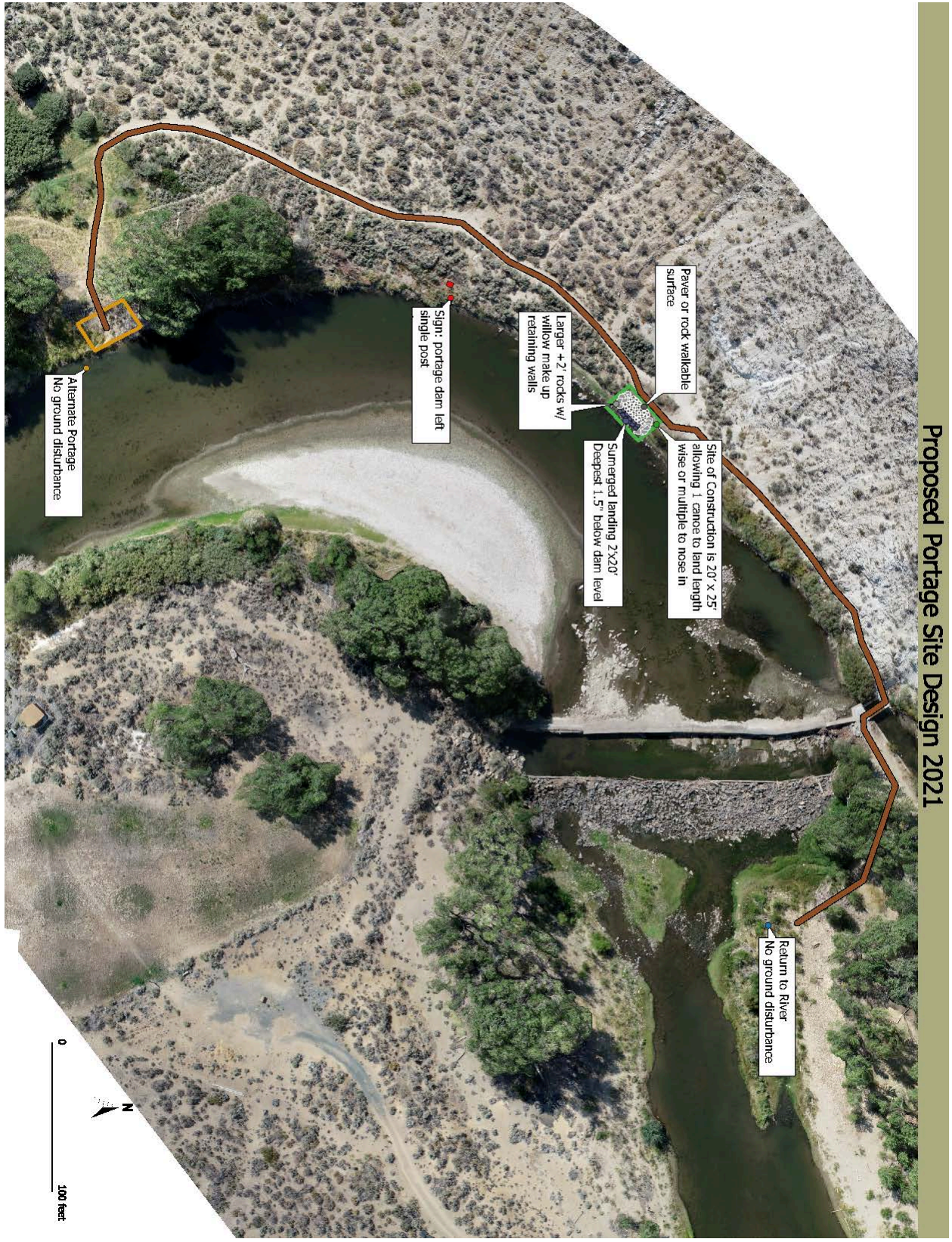
Phase II Report Procedures and Deliverables:

- Meeting with CWSD and Carson City staff, including a site visit.
- Prepare 100%, design, engineering and construction plans
- Make requested revisions.
- Prepare bid documents.
- Provide an engineer's estimate of construction costs.
- Provide Carson City with bid assistance, answer questions from bidders.

Site of Mexican Dam Portage



Mexican Dam Portage Concept



Mexican Dam Portage Concept

