

### CARSON WATER SUBCONSERVANCY DISTRICT

### **RFQ**

### NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS ISSUE DATE: October 30, 2025

# DESIGN, ENGINEERING, PLANNING, PLANS & PERMITS FOR WATER QUALITY IMPROVEMENTS TO IRRIGATION OUTFALLS ON CARSON RIVER IN CHURCHILL COUNTY

SOQ DUE DATE: November 25, 2025, by 2pm.

SUBMITTAL LOCATION: Carson Water Subconservancy District

777 E. William St., Suite 209

Carson City, NV 89701

catrina@cwsd.org

DIRECT QUESTIONS TO: Brenda Hunt, Watershed Program Manager

(775) 887-9005

brenda@cwsd.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 engineering plan sets to improve a minimum of two irrigation outfalls on a private ranch along the Carson River in Fallon, NV. The outfall improvements will assist with surface water quality and limit erosion potential. Permitting, consulting expertise, and clear construction plans are requested. The engineer will be required to participate in a Technical Advisory Committee to discuss design options and assist with on-the-ground implementation specifications. The rancher and ranch staff will provide equipment and perform the on-the-ground implementation based on the engineered plan set.

CWSD invites interested firms to submit a written Statement of Qualifications (SOQ) relating to this solicitation. A screening committee will evaluate each applying firm's qualifications and experience with similar projects. The firms determined to be best qualified will then be invited to enter negotiations with CWSD for a fixed fee. This SOQ is being requested to fulfill a task within a Clean Water Act Section 319 (h) grant funded through the Nevada Division of Environmental Protection (NDEP). The funding is 50% through the US Environmental Protection Agency (USEPA) and 50% match by the landowner and CWSD. The budget for engineering services for this project is a maximum of \$50,000. See Exhibit A for details regarding this request.

A copy of this notice and possible amendments may be obtained from the CWSD website at <a href="www.cwsd.org">www.cwsd.org</a>. 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 2:00pm on November 12, 2025. Responses may appear by written amendment to this

CARSON WATER SUBCONSERVANCY DISTRICT 777 E. William St., #209 Carson City, NV 89701 (775) 887-9005 / FAX: (775) 887-7457

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document, which will then be reposted. It is an applying firm's responsibility to check CWSD's website for any changes to the notice prior to their submittals. Oral statements or instructions shall not constitute an amendment to the notice. Refer to the "Consultant Selection Process" 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." 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, NDEP grant staff and the landowner to develop a more detailed scope prior to entering a professional services contract.

A preliminary project description is provided in Exhibit A.

#### CONSULTANT SELECTION PROCESS

CWSD and the selection committee 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 (1) original hard copy** and **one (1) electronic copy on flash drive**. CWSD will not reimburse any costs for 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.

This project uses federal funding. 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:

To be considered, the Consultant must send their Statement of Qualifications to CWSD at the location indicated on the Notice Page above. The submittal must be received by no later than

2:00pm on Tuesday, November 25, 2025.

#### 5. INQUIRIES:

Any question related to this Notice shall be directed to Brenda Hunt, CWSD Watershed Program Manager. Questions should be submitted in writing by **2:00pm November 12, 2025**. The SOQ will be amended based only on written questions received by the above deadline.

#### 6. REQUEST FOR ADDITIONAL INFORMATION:

CWSD reserves the right to request additional information from Offerors for the purpose of explaining a submittal's contents. 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 the project described in Exhibit A.

#### 8. LATE SUBMITTALS:

Late submittals shall not be considered.

#### SUBMITTAL PREPARATION

#### A. **EVALUATION REQUIREMENTS:**

A qualified committee consisting of CWSD staff and other project proponents will evaluate the SOQs 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  $8.5'' \times 11''$  sheet with a minimum font size of 11.

- COVER LETTER expressing interest in project. The cover letter shall also identify a single individual as the point of contact for any future correspondence. (suggested two-page maximum).
- CONSULTANT QUESTIONNAIRE: It is preferred that the answers to the Consultant Questionnaire be limited to 10 pages, including graphs, charts, schedules, and any other associated material and excluding résumés.

#### **CONSULTANT QUESTIONNAIRE**

Firms will be screened based on an evaluation of the Consultant Questionnaire using the following criteria 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 stormwater or agricultural erosion control and irrigation water return structures that demonstrate work quality and longevity of the completed project.
- b) Examples of engineered plan sets along Nevada rivers that have been successfully permitted through 404, 401, Section 10, State Lands, Water Quality Control, and any Churchill County requirements.
- c) Examples of engineered plan sets that incorporate bioengineering or natural materials and use native plants to stabilize irrigation and stormwater returns, floodplains and stream banks.
- d) Examples of engineered plan sets along Nevada rivers that have been successfully constructed within timeframe and budget.
- e) Provide specific references who 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 and the proposed work outlined in Exhibit A. Include résumés in an appendix.
- b) Team experience on similar contracts
- c) Time commitment of key team members
- d) Unique qualifications of key members
- e) Relevant individual experience

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

#### **Tentative Time Schedule:**

Inquiries about SOQ due: Wednesday, Nov. 12, 2025, by 2pm

SOQ due: Tuesday, Nov. 25, 2025, by 2pm

Consultant selected: Dec. 8, 2025

Time schedule, business plan, and costs negotiated and developed: by Jan. 7, 2026

Contract to CWSD Board: Jan. 21, 2026

Contract signed: Jan. 22, 2026

Project completed: by Mar. 31, 2027

#### 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 INSUREDS:** 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, 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 that 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 provide 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. WORK OWNERSHIP:

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 provides adequate experienced personnel, capable of and devoted to successfully accomplishing the 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:

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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 similar 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

This project seeks to provide permit-level and final plans, design specifications, engineering, permitting and construction implementation.

- An engineering firm will assist with planning, permitting, designing and coordinating construction of a minimum of two irrigation outfalls with large drops to the Carson River. The drops are currently causing erosion and scouring, needing a creative, environmentally considerate, engineered solution that will reduce erosion and withstand potential high water during seasonal run-off, therefore improving irrigation-return water quality.
- 2. A consulting engineer will participate as a member of a Technical Advisory Committee (TAC) that will include rancher representatives, CWSD, NDEP and potentially others. The TAC will meet up to six times over the balance of the grant period (once in office, five times on site). Meetings may last between two and five hours depending on location and travel time. The TAC will prioritize the top two outfalls with large drops and active erosion on the ranch; determine designs; review 60% (pre-permit application) and 100% design plans; and sign off on final implementation. Note: NDEP will be allowed to review and provide feedback on 60% and 100% design plans pre-implementation.

Project implementation will not proceed until designs are accepted by NDEP. The TAC will use guidance from USEPA and NRCS best management practices (BMPs) to determine which practices best suit each area. See below proposed applicable practices that were used to create the outfalls' construction & implementation budgets. These proposed practices will be reviewed by the TAC to determine if they are the best fit based on TAC expertise. Any changes to proposed practices shall be analyzed as the best fit and considered within the existing budget constraints.

- 3. All permitting and agency reviews for RRR will be completed through the contract engineering firm's scope of work. It is expected that the projects will fall under a US Army Corps Nationwide Permit (See Permit Information Section below). All other necessary permits will be obtained. CWSD and ranch representatives will review any permit documentation prior to submittal and after receipt of permit. See Permit Information below. Be advised this list is not exhaustive and the Engineering Firm chosen will be required to obtain all necessary permits.
- 4. During the design phase, the consulting engineer must also consider the equipment and materials needed, as ranch equipment and labor will be used to implement RRR irrigation outfall projects. This will require detailed construction specifications that should be fully vetted during TAC meetings to ensure a clear understanding and ability to execute the project.
- 5. The consulting engineer and TAC shall inspect the outfall areas post-construction. Any changes to final engineered plans will be documented along with pictures of completed outfall designs and submitted to CWSD and NDEP.

#### **Proposed BMPs:**

#### NRCS:

https://www.nrcs.usda.gov/resources/guides-and-instructions/conservation-practice-standards

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570 Stormwater Runoff Control - Combination

468 Lined Waterway or Outlet – Rock lined, 12-inch rock

410 Grade Stabilization Structure - Rock and Brush Structure with Zuni Bowls

412 Grassed Waterway with Checks

342 Critical Area Planting - Non-Mechanized Plantings, Native

The project may require modifications to rock requirements to ensure erosion control features remain in place. This could include ranges in rock sizes, base and the use of fractured/high specific gravity rocks. COIR (Geotextile) fabrics should also be included.

#### **USEPA:**

Pollution Load Estimation Tool BMPs:

Best Management Practice Definitions Document for Pollutant Load Estimation Tool, Updated 2023

Filter Strip – Agricultural (p. 22) Grass Swales (p. 22) Infiltration Swale (LID) and Infiltration Trenches (LID) (p.23) Vegetated Filter Strips and Vegetated Swales (p.24) Wet Swale (p.26)

#### Permit information may include but not be limited to:

Nevada 401 Water Quality Certification: https://ndep.nv.gov/water/rivers-streams-lakes/401-certification

Army Corps of Engineers Nationwide Permit 40: <u>2021-USACE-NWP-40</u> Army Corps of Engineers Nationwide Permit 41: <u>2021-USACE-NWP-41</u>

Final 2021 Nationwide Permit (NWP) Regional Conditions for the States of Nevada and Utah

Section 10 Rivers and Harbors Act

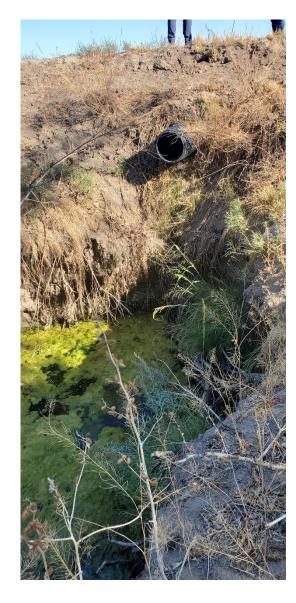
Other State and Local Government Permits

#### Deliverables to include, but not be limited to:

- Engineering plan sets for two irrigation outfalls 60% design and 100% design including clear design and implementation specifications for rancher implementation.
- Specific BMPs to be employed
- All required permits
- Design and construction specifications for ranch equipment and labor
- Post-construction documentation and pictures.

### Pictures of current irrigation return outfalls:









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