



Walker River Paiute Tribe

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Request for Proposal (RFP)

Walker River Paiute Tribe – Water Resources Department

Open: December 30, 2022 – Deadline: January 27, 2023

PUBLIC PURPOSE/Bureau of Reclamation (BOR) Grant

The public purpose of this project is to create a site-specific climate change resiliency plan for the Tribe. Compilation of data relevant to the Tribe's water resources will provide the Tribe with a Geographic Information System (GIS) database tool to better manage water quantity and quality. Prioritization of projects to increase resiliency of waterbodies and design of the highest-priority projects will protect water resources through a changing climate.

BACKGROUND AND OBJECTIVES

Climate change has exacerbated effects of upstream water and land use on water quantity and quality in the lower Walker River and Walker Lake. The 2018 Walker River Paiute Tribe Climate Adaptation Plan was created to identify management strategies to protect the Tribe, their culture, and their lands from climate change. The plan identifies the resources that will be most impacted by climate change and proposes actions to create a more climate-resilient environment.

The Climate Adaptation Plan includes climate change predictions for the Reservation and Walker River watershed. The projections of 15 climate models were averaged, which showed that annual temperatures will increase by 2 to 15° Fahrenheit, and precipitation will remain the same or have a slight increase from the current average of around 11 inches per year. Despite consistent precipitation, higher temperatures will result in higher rates of water evaporation and evapotranspiration and less surface and groundwater. Warmer air temperatures have the capacity to hold more water vapor than cooler air, resulting in fewer but larger storm events. Wildfires and drought are expected to increase in frequency and intensity. The Climate Adaptation Plan identifies water shortage to be a major impact of climate change on the Reservation. Floods are increasing flash flooding and erosion. Negative impacts to native flora and fauna will result from climate change around the Reservation. The management and availability of water for cultural, domestic, and agricultural use is vital to the resiliency of the Tribe.

The primary objective of this project is to develop a site-specific climate change resiliency plan that will address the following goal of the Climate Adaptation Plan:

"Continue to inventory, identify, and prioritize stream reaches, floodplains, riparian areas, and wetlands for protection and for restoration in collaboration with water and wildlife experts. In addition, will take into account areas that are expected to be particularly resilient or particularly vulnerable in the context of a changing climate."

The Tribe needs to move this work forward and make specific plans to increase the resiliency of the lower Walker River and Walker Lake and water supply to support the Tribe's community members, basis of the Reservation's economy, and their way of life.

PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

Work must be completed within a 12-month period; the starting date will be from when the Tribal Council approves the contract for services with a company that has been selected.

SCOPE OF WORK AND MILESTONES

For this project, the tribe is proposing to develop a site-specific climate change resiliency plan for the Lower Walker River that will involve the following phases:

Phase 1: Data Compilation and Evaluation

Through collaborative efforts with agencies, many water quantity, water quality, climate, and sediment transport data have been collected and analyzed. To understand watershed conditions and constraints and the trajectory of the lower Walker River under increasing climatic extremes, the selected consultant, will:

1. compile and synthesize a database with all available data relevant to lower Walker River (Phase 1).
2. To locate this data and understand the results of previous analyses and recommendations from scientific studies, the Consultant will interview key stakeholders.
3. The Consultant will prepare a summary of key interview findings; annotated bibliography of all reports, publications, and data sources; and will develop a geographic information system (GIS) baseline application to help identify areas of concern (i.e., high-risk areas) along the lower Walker River using spatial data.

Trends in water quantity, water quality, and sediment erosion and deposition will be analyzed in relation to past climate trends and anomalies to identify sites within the watershed that are vulnerable to impacts from climate change. Concerns brought forth during interviews with stakeholders will guide the analyses. The Tribe is very concerned about the effects of severe drought, and sites that are at risk from drought and floods will be identified and explored. Effects of climate change on water quality will be analyzed with a focus on sediment and turbidity, salinity, and water temperature.

4. Based on the areas of concern identified through GIS and other analyses, the consultant will conduct site assessments of the lower Walker River to identify sites and actions that could increase climate resiliency. Approximately 10 days in the field will be required to assess the sites.
5. The Consultant will summarize the assessed sites and opportunities for improvement in a technical memorandum. Potential projects may include planning for updating irrigation infrastructure, revegetating floodplains to absorb and filter pollutants and increase river shading and reduce water temperatures, repairing or constructing fencing around riparian areas, stabilizing riverbanks through bioengineering, constructing treatment wetlands, or restoring floodplains to manage stormwater and increase water and sediment storage.

Phase 1 Outcome(s):

Consultant will prepare a Summary of stakeholder and resource specialist interviews, annotated bibliography, GIS application, and summary of assessed sites (technical memo).

Phase 2: Project Prioritization

Consultant will:

1. Evaluate and prioritize the potential projects identified and examined during the site assessments.
2. Develop criteria to assess each project based on immediate action needs, relative benefits to climate change resiliency, ability to address stakeholder goals and objectives, budget constraints and opportunities, and feasibility.
3. Build a prioritization matrix to evaluate each project according to the criteria that will result in suggested rankings of the projects by priority. Criteria in this matrix will include Presidential and Department of Interior Priorities. The resulting prioritization matrix and prioritized projects will be presented to the Tribe's members during a workshop.

The Tribe plans to conduct meaningful public involvement to solicit input and suggestions from the Tribe's members on the prioritization of potential projects. The Tribe, with support from consultant, will lead one tribal workshop that will be open to all members of the Tribe. Representatives from the Water Resources Department, Land and Irrigation Department, Roads Department, and Environmental Department will attend. Depending on constraints from COVID-19 (and other factors), the workshop will be held either virtually or in person.

The workshop will commence with a formal presentation demonstrating methods and results of the prioritization matrix and highlighting three or more of the proposed high-priority projects, including an overview each project's: 1) benefits for climate change resiliency, 2) design parameters, and 3) potential implementation approach. If the meeting is in person, the presentation may include a visit to two or more of the proposed project locations. After the presentation and during the site visit (if applicable), the community will be invited to ask questions or make comments. At the end of the workshop, consultants will lead the participants through a short activity during which the tribal community members can provide feedback and rank the proposed high-priority projects. The Tribe will also post a summary of the proposed projects on the Water Resources Department website (<http://paiutewater.us/home page.html>) and provide an email address and/or a mailbox where the public can submit comments (for those individuals who are unable to participate in the workshop). The outcomes of this workshop will be summarized in a technical memo that will describe the tribal community perspective and top priority projects. The Tribe will use this information to guide the final selection and design of the priority projects.

Phase 2 Outcome(s):

Draft prioritization matrix, and technical memo summarizing outcomes of tribal workshop and public input.

Phase 3: Design Priority Projects

Focus on designs and details required for planning implementation and identifying funding needs.

Consultant will:

1. Develop conceptual engineered drawings of the three highest ranked projects for the Tribe using AutoCAD Civil 3D to create a site plan for each of the three projects based on professional land surveyor elevations. Depending on the nature of the prioritized project, hydraulic models may be developed. These designs will be the basis for development of identification of permitting compliance needs, cost estimation, benefit/cost analyses, and schedules for submission for a FEMA BRIC grant or similar.
2. Identify funding and partnership opportunities to provide matching funds to move forward with implementation of projects to increase climate change resiliency of the lower Walker River.

Phase 3 Outcome:

Final site-specific climate change resiliency plan that will include conceptual engineering drawings of priority projects with supporting materials necessary for future implementation funding applications.

RFP Requirements: Information included in proposal, must include:

- *Statement of similar work done within the past 10 years; provide examples, projects and companies/tribes that you have worked for.
- *Resumes of core team members of consulting firm who will work on this project and rates of pay; resumes must note education and experience of work on similar projects.
- *Calendar of proposed work phases.
- *Tribal or other minority preference must be requested; information must be provided to prove such preference, ie. Tribal, women owned, Veterans, etc.
- *Insurance requirements that will apply include the information that is included in the attachment.

Deadline for Questions: All questions on this RFP must be submitted in writing via email to Elveda Martinez, Water Resources Coordinator at emartinez@wrpt.org by January 13, 2023 at 4:00 pm. Answers will be made via of email no later than January 20, 2023.

Deadline and Submittal Requirements: Proposal must be submitted via of email by Friday, January 27, 2023 at 4:00 pm. Must be emailed to: Elveda Martinez, Water Resources Coordinator at emartinez@wrpt.org.

Evaluation Factors:

Proposals will be evaluated on work experience, reasonable budget, minority preference, past experience working with tribes and knowledge of the Walker River system and Climate Change. The consultant company selected will enter into a contract with the Tribe, noting the agreed upon contract amount, scope of work and any other specific requirements.

A decision will be made by February 2, 2023.

Tribal Statement:

The Walker River Paiute Tribe reserves the right to reject any and all proposals.

Exhibit A
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

INDEMNIFICATION

CONTRACTOR Liability

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless TRIBE, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement. CONTRACTOR further agrees to defend TRIBE and assume all costs, expenses and liabilities of any nature to which TRIBE may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at TRIBE'S option), and hold harmless TRIBE, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of TRIBE. In determining the nature of the claim against TRIBE, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against TRIBE.

GENERAL REQUIREMENTS

TRIBE requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by TRIBE. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the TRIBE to make any payment under this Agreement to provide TRIBE with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify TRIBE in writing prior to the signing of any agreement. TRIBE reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the TRIBE.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Agreement or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the TRIBE Risk Management Division prior to the start of work under this Agreement. TRIBE reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the TRIBE Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

a. TRIBE, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects TRIBE, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by TRIBE, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TRIBE, its officers, agents, employees or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to TRIBE except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. TRIBE with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. TRIBE reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish TRIBE with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by TRIBE. All certificates and endorsements are to be addressed to the specific TRIBE contracting department and be received and approved by TRIBE before work commences. TRIBE reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including

property of TRIBE, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.

2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.

3. In addition to any other remedies TRIBE may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, TRIBE may, at its sole option:

a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;

b. Terminate the Agreement.