



## **REQUEST FOR PROPOSALS DESIGN AND ENGINEERING SERVICES – DIAMOND LAKE RESTORATION**

The Poweshiek County Conservation Board (PCCB) is seeking a qualified consultant for planning, design, permitting, and engineering of elements associated with the restoration of Diamond Lake, located within at Diamond Lake Park (see figure 1) at; 4896 Stagecoach Road, Montezuma, IA 50171. The selected firm may provide engineering and planning services for additional phases of work, if desired. The selected firm will be working for Poweshiek County Conservation (PCCB) in consultation with project partners from the Iowa DNR Lake Restoration and Fisheries programs. The scope of work for this project will include an assessment of current conditions in the lake and engineering design and permitting services for a lake restoration project at Diamond Lake.

### **Assessment – Phase 1**

This RFP includes services required to review the feasibility and usefulness (in terms of nutrient and sediment reduction and design life) of restoring the existing in-lake silt basin and an assessment of the feasibility and usefulness of targeted dredging and other lake restoration practices to improve water quality and recreational benefits within Diamond Lake. This assessment should include a cost benefit analysis for individual restoration practices, as well as cost estimates for engineering and constructing each practice. Finally, the chosen consultant shall review existing documentation on nutrient loading and cycling within Diamond Lake, collect and analyze and additional samples (such as sediment cores) needed to complete an analysis of the lake, and develop a model to estimate the relative contributions of external and internal phosphorus loads to the lake in the context of proposed lake restoration strategies (i.e. How will the removal of soft sediment through targeted dredging impact in-lake phosphorus concentrations?).

The chosen consultant will produce a technical memorandum outlining their findings at the conclusion of this phase (phase 1) of the project. In addition to providing a technical memorandum on the evaluation and analysis of the above aspects of the project, the consultant shall provide 35% engineering design documents and cost estimates for all restoration activities determined to be feasible and cost-effective. The anticipated cost for the work described in this phase is \$70-\$120k.

### **Engineering Design and Permitting – Phase 2**

Phase 2 will include planning services, 60% and final engineering design documents with cost estimates, permits, bid letting services, and selective construction inspection/oversight services such as staking and surveying to complete chosen in-lake practices. It is anticipated the DNR Engineering will be the primary point of contact and oversight for construction of the project. Probable costs for phase 2 construction (in-lake practices) are likely between \$2-4M.

The selected firm may also be engaged to provide other services related to improving water quality at Diamond Lake, such as assisting with a public outreach strategy for communicating elements of the proposed project to the public.

The anticipated cost for work described in this phase is 20-25% of total construction costs for selected practices. Fee for this phase of work will be negotiated following the completion of phase 1.

**This entire document, including all attachments, shall be considered as a binding part of the contract and must meet or exceed the specifications set forth in this Request for Proposal (RFP).**

The Conservation Board will use the "Selection Criteria" set forth in this request to select a firm. If PCCB determines that additional information is needed to make a final selection, the Board may require additional information and/or a meeting with the top ranked firms.

The consultant selected will enter into a contractual agreement for services with the PCCB. If for any reason Poweshiek County Conservation Board cannot reach an agreement with the top ranked firm, then the Board reserves the right to reject all proposals or enter negotiations with the second highest ranking firm, and so on down the ranking list.

This request invites consultants to submit a proposal for the items identified under the Scope of Work and a Statement of Qualifications with their proposals. The PCCB is requesting that the proposals also include a Cost Proposal for the Scope of Work and an hourly rate price sheet. The hourly rates provided by the consultant will be used as a basis for contracting any additional design and/or oversight work to be completed as a part of this project. Following completion of this work, PCCB and the consultant may choose to enter into contract for additional services to design watershed practices and provide some construction oversight.

#### **OVERVIEW:**

Poweshiek County Conservation is seeking proposals for evaluating and providing engineering design of elements associated with the restoration of Diamond Lake at Diamond Lake County Park. This RFP does not obligate the PCCB to award a contract to any firm, nor to pay any cost incurred in the preparation of the proposals submitted in response to this request. The PCCB reserves the right to accept or reject any or all proposals received.

The objective of the project is to identify and design lake restoration elements that will serve to reduce the high phosphorus concentrations that lead to frequent algae blooms observed at Diamond Lake, ultimately improving the water quality and recreational opportunities at the park.

#### **BACKGROUND:**

Diamond Lake is a 98-acre lake in a 2,627-acre watershed, with a good portion of the watershed located within the 660-acre Diamond Lake County Park. The lake was constructed in the 1950s

as a city reservoir for the City of Montezuma, and remains the city's drinking water source. The park was developed in 1958, when the City of Montezuma signed an agreement with the PCCB to acquire and develop the land around the lake as a County Park. Today, the park provides numerous recreational opportunities to the public, including camping, fishing, wildlife watching, and trail use. PCCB continues to make improvements to the park, including three shower houses and restroom facilities, a fish cleaning station, and a playground.

Diamond Lake's 2,627-acre watershed is a mix of corn and soybean, park grassland, and forest (Figure 4). While the watershed has several BMPs to reduce nutrient and sediment delivery to the park, the lake still experiences some sedimentation and algae blooms that affect the overall water quality and reduce recreational opportunities. The local community is currently working with a watershed coordinator to make additional improvements in the watershed on privately owned property. The goal of this project is to identify and implement additional watershed improvement practices within the park boundary.

Diamond Lake is currently listed on Iowa's Impaired Waters List due to exotic fish species that contribute to poor water quality. This lake does not have a (Class A1) primary contact designation, so it is not currently listed as impaired for poor water quality caused by algae blooms, but data collected on the lake suggest that high nutrient and sediment concentrations contribute to ongoing issues with algae blooms.

In 2015, DNR worked with Poweshiek County Conservation to repair and modify the existing spillway at the lake outlet. The updated spillway now features a 10-foot drop box, which helps eliminate rough fish migration into the lake from Moon Creek downstream. Mitigating carp populations within the lake is an important step for improving overall water quality.

In 2022, PCCB hired a consultant to evaluate existing Best Management Practices (BMPs) within the watershed and design additional BMPs to reduce phosphorus and sediment loading to the lake. Construction on one new watershed pond, the rehabilitation of two watershed ponds, and grade stabilization in the park began in late 2024 and is expected to be completed in 2025.

Finally, in 2024, a source-water protection plan for Diamond Lake was developed to evaluate issues and outline potential strategies for addressing threats to Diamond Lake. The lake is currently used as the primary source of drinking water for the City of Montezuma. An alternative water source is currently being developed by the City, however, protecting and improving Diamond Lake is critical for the longevity of this drinking water source.

### **PROPOSAL SUBMISSION:**

Each proposal must be accompanied by "Form of Proposal" included in this Request for Proposal document. The information included in the proposal should be as concise as possible.

To be considered, each Proposer must submit a complete response to this Request for Proposal using the scope of services provided. Proposals will be reviewed based on the "Selection Criteria" outlined in **Attachment B**.

**SCHEDULE:** Dates and times subject to change at Poweshiek County Conservation's discretion.

**Request for Proposal Release:**

January 31, 2025

**Optional in-person Pre-bid Meeting:** February 7, 2025 at 1 PM

Meet at the park office at Diamond Lake Park. To RSVP, please reach out to Tylor Nelson by Feb. 6th, using the contact information listed below.

**Written Questions and Requests for Clarifications Due:** February 10, 2025

**Answers to Written Questions Issued:** February 14, 2025

**Proposal submittal due:** February 21st, 2025, by 2:00PM

Prospective consultants are invited to submit written questions and requests for clarification concerning this RFP. The questions and requests for clarification must be in writing and received by Tylor Nelson, Planning Administrator before 5:00 PM on February 10, 2025. Written responses to timely questions will be issued no later than February 14<sup>th</sup>, 2025.

**Submittal Location:** Poweshiek County Conservation Board  
Attn: Tylor Nelson  
P.O. Box 666  
Montezuma, IA 50171

**Planning Administrator:** Tylor Nelson, Director, Poweshiek County Conservation  
Office: (641) 623-3191  
Email: [tnelson@poweshiekcounty.org](mailto:tnelson@poweshiekcounty.org)

All proposals must be emailed to Tylor Nelson. It shall be the sole responsibility of the proposer to ensure that the proposal is received by Poweshiek County Conservation at the above location and time. Electronic submissions should be emailed to: [tnelson@poweshiekcounty.org](mailto:tnelson@poweshiekcounty.org). Each proposal must remain valid at least 60 days from the due date of this RFP.

**Submittal Quantities:** One paper copy and an electronic (PDF) file are required. The proposal must be signed by an official empowered to contractually obligate the proposing firm. Electronic submissions must be submitted via email to Tylor Nelson at [tnelson@poweshiekcounty.org](mailto:tnelson@poweshiekcounty.org).

### **STATEMENT OF QUALIFICATIONS**

A Statement of Qualifications must be submitted, which shall include:

1. The Consultant's name and address, and a brief history of the firm.
2. A description of the services to be provided by (a) the consultant, and (b) subcontractors (if any), along with a description of their experiences similar to what is required for this project.
3. Names of specific individuals who will be assigned to this project, and their relevant experience, i.e. project manager, engineer, soil scientist, limnologist, geomorphologist, hydrologist, archaeologist, landscape architect, technicians, botanist, etc., and their ability to provide project management and environmental assessment services. We are especially interested in previous experience with control structures, nutrient transport and recycling, dredging and rural conservation BMPs.

4. The location of the office where the majority of the work will be originating.
5. Familiarity with CCB's, IDNR, lake restoration, design of dams and control structures, bio-swales and other urban and rural conservation practices, dredging and spoil containment; and regulatory agencies, including the Iowa DNR, USDA, NRCS and U.S. Army Corps of Engineers and EPA.
6. Three references including project name(s), contact person, address and phone number.
7. Any other information that could be relevant to the selection process such as history of providing accurate cost estimates for similar projects and ability to deliver on schedule.

## **SCOPE OF SERVICES:**

### **PHASE 1 SCOPE OF WORK – Evaluation of needs and cost estimates**

The consultant will be working with staff of Poweshiek County Conservation, in consultation with the Iowa DNR, in planning and decision-making related to size and scope of each project element. The consultant selected for this project will enter into a contractual agreement with the PCCB and provide the following services.

1. Site assessment and analysis through 35% design including construction cost estimates and estimated lifespan (sediment storage capacity) for any identified in-lake restoration practices deemed necessary to improve the water quality of Diamond Lake (Figure 1) effectively, with the goal of improving water clarity, lowering nutrient concentrations, and reducing the frequency and intensity of algae blooms. Cost estimates should include preliminary estimates for construction services and construction inspection services, itemized to each component of the project identified. These budget estimates will be used by the project partners to develop planning budgets for phase 2 of the project.
2. Evaluate regions of the lake for potential shoreline stabilization and develop a conceptual plan for installation of fish habitat and shoreline access improvements (ie jetties), working with PCCB and DNR Fisheries staff.
3. Utilize information summarized in the 2022 Diamond Lake Watershed Assessment (completed by Shive-Hattery) and evaluate the upper end of the Diamond Lake, located above the in-lake silt dike. Determine if and to what extent the in-lake silt basin needs renovated to maximize sediment storage capacity while minimizing the likelihood of intermittent periods of stratification and subsequent internal phosphorus recycling.
4. Evaluate and prioritize areas for dredging, both in location and quantity, for Diamond Lake using existing bathymetry (Figure 2) in consultation with PCCB and DNR staff. Determine where additional storage capacity is needed most and dredge with the aim of providing sediment storage capacity, minimizing excessive aquatic vegetation that reaches the lake surface, minimizing changes to the lake stratification regime that would likely increase internal phosphorus loading rates, and considering potential for shoreline angling access.

5. Provide conceptual design and a cost of mechanical dredging.
6. Evaluate potential spoil sites on park property in concert with PCCB staff for feasibility to contain and stabilize dredge materials associated with the removal of sediment from Diamond Lake and in in-lake silt basin. One potential site has been indicated on the figure within the park, however; it is assumed that additional spoil sites may be need to be identified and utilized to reach PCCB's restoration goals.
7. Assess the drawdown capability and develop a strategy for draining/lowering Diamond Lake. Determine if and what infrastructure improvements need to be made to the existing dam infrastructure to allow for future drawdown capability and provide a cost estimate (preliminary planning budget) for achieving these goals.
8. Evaluate the potential for internal loading within Diamond Lake and develop a strategy for minimizing internal phosphorus recycling that may include a conceptual phosphorus inactivation treatment plan (i.e. alum) to be completed following a dredging project and special specifications with a dredging plan design to minimize the potential for internal phosphorus recycling, especially in the upper end and arms of Diamond Lake. Water quality information on Diamond Lake are available though Iowa's AQUIA database. Internal loading is also discussed in the Diamond Lake Sourcewater Protection Plan (available with the supplemental materials on the Google Drive).
9. Prepare a technical memorandum summarizing the findings from this phase of work, a list of recommended practices, as well as cost estimate and preliminary design plans (35%) for proposed lake improvement strategies.

### **PHASE 2 SCOPE OF WORK – Engineering design**

The consultant will be working with staff of the Poweshiek County Conservation Board, in consultation with the DNR, in planning and decision making related to size and scope of each project element. This contract will be negotiated after Phase 1 is at or near completion. If an agreement cannot be reached for Phase 2, the PCCB retains the right to engage another consultant. The consultant selected for this phase of the project will provide the following services.

1. Final design including surveys; engineering and construction plans (grading); drainage; structural; geotechnical; plant materials, wetland mitigation/delineation services and all other miscellaneous elements required for dredging of Diamond Lake, stabilization of dredge containment areas, renovation of the in-lake silt basin within Diamond lake, fish habitat installation, shoreline stabilization, jetty or other shoreline access amenities, and repair/replacement of outlet structure as determined at the end of Phase 1 of this project.
2. Plans and specifications for bid letting for in-lake portions of the project.
3. Application and secure all required permits from the Federal, State and Local governments.

4. Construction administration for bid letting in-lake portions of the project including a pre-construction meeting and engineering oversight throughout the construction of the project.

### **COST PROPOSAL**

Cost proposal information submitted for this proposal shall include;

1. Fixed Fee for all elements of the project (work completed as a part of this RFP) for phase 1 of the project.
2. Consultant Fees (hourly rates) for any negotiated services for Planning, Engineering, Design, Permitting, Construction Oversight, Construction Inspection and Deliverables for any future phases of the project that will be utilized to determine fees for phase 2 of the project.

### **ADDITIONAL INFORMATION and OPTIONAL ON-SITE MEETING**

Available electronic resources related to Diamond Lake are ready for download. You will need to have a Gmail account to access the Google Drive site holding the additional information. Alternatively, you can email Michelle Balmer at; [michelle.balmer@dnr.iowa.gov](mailto:michelle.balmer@dnr.iowa.gov) to arrange for an alternative way to obtain supplemental information. The file name, hosted by the Iowa DNR, is located on a shared Google Drive Site, see URL below:

[https://drive.google.com/drive/folders/10JPWuY65ZPxCKUHLgBQWfFDdM-hPONM?usp=drive\\_link](https://drive.google.com/drive/folders/10JPWuY65ZPxCKUHLgBQWfFDdM-hPONM?usp=drive_link)

If consultants are interested in obtaining additional information, an informational meeting has been scheduled at the Park Office located in Diamond Lake Park on February 7 at 10 AM. The meeting will include a discussion on the scope of the project and possibly a tour of some of the project element sites. Please RSVP to by January 29<sup>th</sup> to attend. To RSVP, please contact Director Tylor Nelson via email by January 29<sup>th</sup> at the email address listed below: [tnelson@poweshiekcounty.org](mailto:tnelson@poweshiekcounty.org)

### **CONTRACT:**

Should Poweshiek County Conservation determine that is able to enter into a contract, it shall be the Proposer's responsibility to provide the CCB with two (2) signed contracts which shall incorporate, by reference, this RFP along with a defined scope of services based on the submitted proposal and a certificate of insurance meeting the insurance requirements outlined in this Request for Proposal under "Minimum Insurance Requirements". Poweshiek County Conservation reserves the right to incorporate standard contract provisions into any contract negotiated, if any, as a result of any proposals submitted in response to this RFP. After approval from the County's attorney, Poweshiek County Conservation will then sign the contracts and mail one completed original to the Proposer.

Should Poweshiek County Conservation determine that it is unable to enter into a contract with the highest ranked proposer, for any reason, it reserves the right to formally terminate negotiations and either undertake negotiations with the next highest ranked proposer or re-advertise for proposals.

### **INSURANCE REQUIREMENTS:**

The company shall maintain adequate liability insurance in form(s) and amount(s) sufficient to protect Poweshiek County, its agencies, its employees, its clients and the general public against loss, damage and/or expense related to performance under this agreement.

Upon submitting the contract, the company shall provide a Certificate of Insurance pursuant to the requirements set forth in the "Minimum Insurance Requirements" section of the RFP. In the event the insurance coverage is canceled or modified in any way, Poweshiek County Conservation must be notified immediately. If at any time during the contract period the company fails to maintain the minimum insurance coverage, the contract may be canceled at Poweshiek County's option. There shall be no cost to the County for any required insurance coverage or certification.

### **SCHEDULE**

Consultants should propose a schedule of completion and project milestones for the project, with the goal of completing work described in phase 1 of this RFP no later than October 15, 2025.

The schedule should target a completion date for the report, 35% design plans and cost estimates. The consultant shall submit completed documents and all supporting materials to PCCB.

### **CONSULTANT SELECTION PROCEDURES**

Poweshiek County Conservation will evaluate all proposals submitted in response to this request. Each proposal will be evaluated and ranked based upon factors listed in the "Selection Criteria" section of the RFP.

### **NONDISCRIMINATION**

In accordance with Title VI of the Civil Rights Act of 1964, Title 49, Code of Federal Regulations, the Poweshiek County Conservation must ensure that qualified disadvantaged business enterprises (DBE's) are afforded full opportunity to submit proposals in response to this request; and further that no person will, on the grounds of race, color or national origin be excluded from participation in any program or activity for which Poweshiek County Conservation is receiving financial assistance.



## **GENERAL TERMS AND CONDITIONS**

**LANGUAGE, WORDS USED INTERCHANGEABLY** - The word "COUNTY" refers to the POWESHIEK COUNTY, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.

**BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. BID RESULTS WILL NOT BE GIVEN OVER THE TELEPHONE. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.

**BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.

**BID FORM** - Each Bidder must submit an original Bid plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The County will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the County's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

**SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification MUST be noted in detail, and submitted in writing and attached to the Bidder's proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

**BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.

**COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

**BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.

**SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** – All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.

**BID CHANGES** – Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.

**HOLD HARMLESS AGREEMENT** –The outside party shall indemnify and hold harmless Poweshiek County, its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

- a) is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
- b) is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- c) Each contract/agreement shall contain the following language (when applicable): Contractor/Permittee/Licensee agrees that for all work done in the county road right of ways, easements and county property, it shall be solely responsible for work zone safety and shall hold the County harmless and agree to indemnify the County for all claims that arise from its work in the right of way, and further, it agrees that it will adhere to the Manual on Uniform Traffic Control Devices during the project.

**COMPLETION DATE** – The completion as stated in the bidder's response shall be the time required to complete project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the County, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.

**BID REJECTION OR PARTIAL ACCEPTANCE** – The County reserves the right to reject any or all Bids. The County further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the County.

**BID CURRENCY/LANGUAGE** – All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

**PAYMENTS** – Payments will be made for all goods/services delivered, inspected and accepted within 30 days and upon receipt of an original invoice.

**MODIFICATION, ADDENDA AND INTERPRETATIONS** – Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any

and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

**LAWS AND REGULATIONS** – All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

**MISCELLANEOUS** – The County reserves the right to reject any and all bids or parts thereof. The County reserves the right to inspect Bidder's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.

**MODIFICATION OF AGREEMENT** – No modification of award shall be binding unless made in writing and signed by the County.

**CANCELLATION** – Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

**TERMINATION OF AWARD FOR CAUSE** – If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.

**TERMINATION OF AWARD FOR CONVENIENCE** – The County may terminate the award at any time by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least sixty (60) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.

**FORCE MAJEURE** – For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

**ASSIGNMENT** – Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.

**EQUAL OPPORTUNITY** – The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

**TITLE VI** – Poweshiek County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**TIME PERIOD** – Prices are to be honored for the time period stated in your response on the Signature Page.

**EXTENSION** – Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.

**FOB POINT** – In terms of loss or damage, as well as where title to the goods is passed, please quote FOB – Destination.

**METHOD OF AWARDING/QUOTING** – The County reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an “all or none” condition, the County may consider your bid non-responsive and reject the entire bid.

**TAXES** – The County of Poweshiek is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.

**BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law.” By submitting any document to the County of Poweshiek in connection with a bid or proposal, the submitting party recognized this and waives any claim against the County of Poweshiek and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the County of Poweshiek and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of Poweshiek arising from any bid opportunity.

**NO GIFT STANDARD** – The County of Poweshiek is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our “No Gift” standard. The “No Gift” standard also applies to all offers of discounts or free items at any place of business targeted toward a County employee and not available to the general public, regardless of the value.

**ACCURACY OF BID** – It is the bidder’s responsibility to determine the bid price based on the bidder’s own evaluation of the space to be covered and the work to be done. Accuracy is the bidder’s responsibility.

## MINIMUM INSURANCE REQUIREMENTS

- A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance:
1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy, or maintenance of the premises and all areas appurtenant, thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate.
  2. Umbrella Liability Policy – The County requires liability limits of \$1,000,000 as determined through collaboration with the County Attorney and the Risk Assessment Manager.
  3. Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.
  4. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
- B. Should the bid require professional service elements (e.g. architectural, engineering, technology, software, health care, legal or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than One Million Dollars (\$1,000,000).
- C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.
- D. The outside party shall agree to the following:
1. Poweshiek County will be named as an additional insured, on a primary and non-contributory basis, with respect to all general and automobile insurance policies and each such carrier will provide a waiver or subrogation in favor of Poweshiek County.
  2. Should the project require electronic communications, storage, records, or record-keeping (including, but not limited to, email, web-based interface usage, electronically stored records or designs, or other electronic or online communications), Poweshiek County will require a Cyber Liability Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Poweshiek County will be listed as additional insured.

3. Should the project require removal, cleanup, installation, or other disturbance of hazardous substances, Poweshiek County will require an Environmental/Pollution Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Poweshiek County will be listed as additional insured.
4. Certificate of insurance will be submitted to the Board of Supervisors' Office prior to commencement of the contract/agreement and shall include the thirty-day notice of cancellation provision. If the outside party fails to perform any of its obligations under the County's Insurance and Policy Requirements, Poweshiek County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.
5. Hold Harmless Agreement – The outside party shall indemnify and hold harmless Poweshiek County, its agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense:
  - a. is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
  - b. is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

# Diamond Lake Restoration Project Background

This Request for Proposal represents a cooperative effort between multiple agencies to investigate and address the environmental issues effecting Diamond Lake.

Constructed in the 1950s, Diamond Lake is a 98.7-acre lake with a 2,672 acre watershed which is comprised of a mix of public and privately owned lands. The lake is located in Diamond Lake County Park in Poweshiek County and is managed by Poweshiek County Conservation. With a 27.2: 1 watershed to lake area ratio, the lake is an excellent candidate for restoration. The watershed has a mix of forested land, crop land, and grassland. Water quality is considered average for the State of Iowa, but the lake suffers periodically from algae blooms that lead to poor water clarity. The maximum depth of Diamond Lake is about 20' with the mean depth being 7.2' although the depths in the norther portion of the lake are fairly shallow and there has been some sediment deposition in the arms of the lake since it was constructed.

Both landowners within the watershed and the park staff have worked to reduce sediment and nutrient inputs to the lake by installing a variety of best management practices on the landscape, but additional work is needed to better manage inputs to the lake. This project represents the first step in a comprehensive restoration project that is proposed for the lake and park. Additionally, a watershed coordinator is working with landowner and operators within the watershed to install additional BMPs on privately owned land. Diamond Lake is a significant public resource and it supports more than 33,000 visitor trips each year for recreational activities including boating and fishing. In addition, Diamond Lake serves the City of Montezuma as its drinking water source.



## **PROPOSAL SELECTION CRITERIA**

**Name of Firm:** \_\_\_\_\_

### **Selection Criteria Used to Guide the Ranking Process**

#### **1. Firm and Individual Qualifications**

Services to be provided

Qualifications and experience of principals and key personnel

#### **2. Experience Considerations**

Specific project type experience

Similar project types (complexity, size, etc.)

References from similar projects

#### **3. Ability to Perform Work**

Availability of staff

Other Considerations

Services to be provided by other consultants

#### **4. Quality and Thoroughness of Proposal**

#### **5. Cost Estimate**

*Note: Evaluation of proposals will be based on the above criteria, which are not listed in any particular order of importance. The selected firm will be engaged in negotiations for a formal agreement of services and contract after the final scope of services has been developed. The final contract amount should not vary by more than 10% from what is proposed in this proposal. In the event a formal agreement and contract cannot be negotiated with the selected firm, PCCB reserves the right to negotiate with another qualified firm associated with this RFP or reject all proposals.*

**Figure 1.** Map of Diamond Lake County Park

**Figure 2.** Bathymetric map of Diamond Lake, located in Poweshiek County.





