



Benton County Conservation Board
5718 20th Avenue Drive
Vinton, IA 52349
Phone: 319-472-4942

REQUEST FOR PROPOSALS

DESIGN AND ENGINEERING SERVICES – HANNEN LAKE RESTORATION

The Benton County Conservation Board (BCCB) is seeking a qualified consultant for assessing potential watershed and lake restoration practices to improve water quality, infrastructure, habitat, and recreational opportunities associated with the restoration of Hannen Lake, located within the Hannen Lake Park at; 1949 Benton/Iowa Road, Blairstown, IA 52209 (Figure 1). The selected firm may also be retained to provide engineering and planning services for additional phases of work, if desired. The selected firm will be working for the BCCB in consultation with project partners from the Iowa Department of Natural Resources (IDNR) Lake Restoration and Fisheries programs. The scope of work for this RFP includes a watershed assessment to determine feasibility of restoring existing BMPs, assessing the feasibility for installing additional BMPs to minimize sediment and nutrient loading to the lake, and assessing current lake conditions and recommending strategies for restoring Hannen Lake.

Assessment and Conceptual Design

This RFP includes services required to assess the feasibility and longevity (in terms of nutrient and sediment reduction and design life) of existing and potential watershed BMPs, and potential in-lake restoration practices at Hannen Lake. Watershed BMPs may include, but are not limited to pond construction, wetland and prairie restoration, dredging, grade control structures (e.g., check dams, culverts, terraces), and stormwater management within the park, particularly around the beach. Lake restoration practices may include but are not limited to shoreline stabilization, targeted dredging, shoreline deepening, in-lake silt pond/wetland construction, modification of the upper end of the lake, dam or infrastructure improvements including repairs/replacement of current outlet structure components, and fish habitat, boat ramp and parking lot replacement, and expansion of the jetties to enhance recreational opportunities. As a part of this assessment the consultant should also complete a grid/transect survey to estimate accumulated sediment volume in the main lake, identify potential dredge spoil locations, and make recommendations based on capacity, cost and feasibility. The consultant shall assess the ability/capacity to utilize sediment from the lake bed to construct additional green space or jetties, while considering permitting implications. It is assumed that if dredging were to be pursued, the lake will be drawn down and mechanically excavated. As

such, the selected consultant shall assess and describe the drawdown capability of the lake as a part of this phase of work.

As a part of their lake assessment, the selected consultant should review existing documentation on nutrient loading and cycling within Hannen Lake, collect and analyze any additional samples (such as sediment cores) needed to complete a water quality 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?).

Finally, this assessment should also include a cost benefit analysis for individual watershed BMPs and restoration practices, as well as preliminary cost estimates for engineering design services and construction for each practice.

Deliverables for this project include development of a technical memorandum that outlines findings at the conclusion of the assessment and conceptual design for the project. Special consideration should be given to watershed practices or elements of the larger proposed project that could be completed independent of the larger project and/or could be completed as small construction projects. In addition to providing a technical memorandum on the evaluation and analysis of the above aspects of the project, the consultant shall provide conceptual 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 assessment and conceptual design phase is \$80 to \$150k.

Potential Future Phase of work (not included in this RFP):
Engineering Design and Permitting

Should the BCCB choose to retain the selected engineering firm for additional services, a future phase of work would likely include engineering design and permitting for selected practices. This phase would include planning services, 35%, 60%, 90% and final engineering design documents with cost estimates, all necessary permits, construction bid letting support, and selective construction inspection/oversight services such as staking and surveying to complete chosen watershed BMPs and in-lake restoration practices. Probable costs for construction likely range from \$4 to 5 million.

The selected firm may also be engaged to provide other services related to improving water quality at Hannen Lake, such as leading public meetings at 35% and 90% design to communicate elements of the proposed project to the public, including development of meeting materials and graphics to convey the scope of the restoration project.

Fee for any additional design services will be negotiated following the completion of this phase of work and delivery of the technical memo, if project partners decide to retain the selected engineering firm.

This entire document, including all attachments and responses, 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 shall use the "Proposal Selection Criteria" set forth in this RFP to select

a firm. If the BCCB 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 shall enter into a contractual agreement for services with the BCCB. If for any reason the BCCB 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 Services and a Statement of Qualifications with their proposals. The BCCB 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 shall be used as a basis for contracting any additional design, permitting, and/or oversight work to be completed as a part of this project. Following completion of this work, the BCCB and the consultant may choose to enter into a contract for additional engineering design and permitting services and construction oversight.

OVERVIEW:

BCCB is seeking proposals for evaluating and providing conceptual design of elements associated with the restoration of Hannen Lake at Hannen Lake Park.

This RFP does not obligate the BCCB 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 BCCB reserves the right to accept or reject any or all proposals received.

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

BACKGROUND:

Hannen Lake is a 37-acre lake constructed in the late 1950's. The lake is surrounded by a 218-acre park, which offers, camping, fishing, paddling, picnicking, swimming and hiking (Figure 2). Hannen Lake supports a quality sportfish population, consisting of Bluegill, Black crappie, Channel catfish, Redear sunfish and Largemouth bass, and it remains a locally important destination for recreation, drawing over 22,000 visitors annually.

Hannen Lake has a 581-acre watershed and the lake to watershed ratio is 16:1. In 2011, pasture and row-crop agriculture were the predominant land uses in the watershed (70% combined; Figure 3). The lake is currently listed on Iowa's Impaired Waters List due to poor water quality attributed to elevated levels of algal growth (chlorophyll- α) and in need of further investigation due to cyanobacteria. A TMDL was completed for algae and pH (>9) in 2013, but the lake continues to struggle with poor water quality, which impacts recreation and the quality of the fishery.

The lake has a maximum depth of 20.5 feet and a mean depth of 7.5 feet, but 12% (37 ac ft) of the lake's volume was lost over the course of 12 years (2012 to 2024), due to sedimentation (Figure 4). Managers suspect that the lake periodically mixes during intense rain or wind events, releasing phosphorus from the hypolimnion and causing subsequent algae blooms following brief periods of stratification, particularly in the hot summer months.

PROPOSAL SUBMISSION:

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 the Proposed Selection Criteria portion of this RFP.

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

Request for Proposal Release:	August 14, 2026
Optional Onsite Pre-bid Meeting:	August 28 at 10AM to Noon
To RSVP, please reach out to Shelby Williams, by COB August 27th at 3PM , using the contact information listed below.	
Written Questions and Requests for Clarifications Due:	September 2, 2026
Answers to Written Questions Issued:	September 4, 2026
Proposal submittal due:	September 10, 2026

Prospective consultants are invited to submit questions and requests for clarification concerning this RFP electronically. The questions and requests for clarification must be submitted via email, and received by Shelby Williams, Planning Administrator for the project before 5:00 PM on September 2, 2026. Emailed responses to timely questions will be issued, no later than September 4, 2026. Additionally, prospective consultants can contact Shelby Williams directly for an on-site tour of the project area if they are unable to make it to the pre-bid meeting.

Planning Administrator:	Shelby Williams, Director, BCCB Office: 319-472-4942 Email: swilliams@bentoncountyparks.com
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All proposals must be emailed to Shelby Williams. It shall be the sole responsibility of the Proposer to ensure that the proposal is received by BCCB by the deadline. Each proposal must remain valid at least 60 days from the due date of this RFP.

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. The location of the office where the majority of

the work will be originating.

4. Familiarity with CCBs, 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 IDNR, USDA, NRCS, U.S. Army Corps of Engineers, and EPA.
5. Three references including project name(s), contact person, address and phone number.
6. 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:

Assessment and Conceptual Design – Evaluation of needs and cost estimates

The selected consultant will work with BCCB, in consultation with the IDNR, on planning and decision-making related to size and scope of each project element. The consultant shall enter into a contractual agreement with the BCCB and provide the following services.

1. Site assessment and analysis through conceptual design including construction cost estimates and estimated lifespan (sediment storage capacity) for any watershed BMPs or in-lake restoration practices deemed necessary to improve the water quality of Hannen Lake effectively, with the goal of improving water clarity, lowering nutrient concentrations, preventing future beach warnings, 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. The design and cost estimates will be used by the project partners to develop planning budgets and a scope for the next project phase: engineering design and permitting.
2. Evaluate the lake for shoreline erosion and potential stabilization opportunities and strategies. Delineate erosion severity and previously stabilized segments to maximize benefit and shoreline treated under existing permitting constraints.
3. Evaluate the need and feasibility of upgrading existing recreational amenities and adding amenities to the park, including: boat ramp(s), fishing pier(s), jetties and fish habitat structures around the lake. Develop a conceptual plan for installation of fish habitat and shoreline access improvements (e.g., jetties or expanding green space with suitable material), working with BCCB and IDNR Fisheries staff. USACE permitting implications need to be considered while developing these plans.
4. Evaluate infrastructure and remaining storage capacity of the existing watershed ponds and the feasibility of a potential wetland on private land (Figure 5). The consultant will work with BCCB to gain permission to access from interested landowners. Results from private land assessments will remain separate from the technical memo, and be provided to landowners for future conservation work.
5. Evaluate the potential for additional BMPs that reduce sediment and nutrient loading to the lake and slow surface runoff to the lake during storm events. Watershed BMPs

include, but are not limited to locations for new ponds, wetlands, rock checks, terracing or modifying impervious surfaces. The land use map included in this RFP is outdated, and will likely need updated for watershed modeling. Concepts should consider efficiency, maintenance, and novel ideas as described below in #6.

6. Evaluate the wetland and sinuous sediment trap in the upper lake arm for trapping efficiency, lifespan, and provide alternative concepts to maximize sediment and nutrient trapping efficiency (Figure 6). Incorporate attainable dredging and maintenance plan for BCCB staff into alternative concepts. Additionally, consider alternative concepts (e.g., detention, retention with bounce, connection to floodplain oxbows, multistage outlets, or retention & detention in a series) that slow runoff, allow water to warm, and potentially prevent summertime destratification.
7. Evaluate stormwater management options for capturing or rerouting runoff away from the beach to reduce indicator bacteria and improve localized recreational opportunities (Figure 7).
8. Evaluate and prioritize areas for dredging, both in location and quantity, for Hannen Lake using existing bathymetry (Figure 4) in consultation with BCCB and IDNR. Determine where additional storage capacity is needed most and conceptually design a new lake basin with the following goals in mind: provide sediment storage capacity, minimize excessive aquatic vegetation that reaches the lake surface, remove legacy sediment/phosphorus, minimize intermittent destratification and internal phosphorus loading, and enhance shoreline angling opportunities.
9. Provide a conceptual design and costs associated with mechanical dredging of the upper arm wetland and the main lake. Include details on future drawdown capability, which is important when planning future fish renovations.
10. Evaluate the potential of three containment sites and haul routes for dredge spoil in concert with BCCB (Figure 8). Determine feasibility to contain and stabilize spoil associated with dredging the upper arm wetland and Hannen Lake.
11. Assess the drawdown capability and develop a plan for draining/lowering Hannen Lake for restoration work. Evaluate the existing dam infrastructure to allow for future drawdown capability and provide a cost estimate (preliminary planning budget) to achieve these goals. Assess options (e.g., exclusion grate or vertical drop) and provide cost estimates for preventing carp colonization of the lake post-restoration.
10. Evaluate the potential for internal loading within Hannen Lake and develop a strategy to minimize 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. Water quality information on Hannen Lake is available through Iowa's AQUIA database. Complete a basic watershed assessment or utilize the existing water quality improvement plan to help decision makers better understand the relative contributions of internal and external loads to the observed in-lake phosphorus concentrations.
11. Prepare a technical memorandum that summarizes the findings from the assessment, a list of recommended BMPs, cost estimates, cost-benefit analysis, and conceptual design plans for recommended BMPs.

Engineering Design and Permitting

The consultant will be working with staff of the BCCB, 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 the assessment and conceptual design phase is at or near completion. If an agreement cannot be reached for the engineering design and permitting phase, the BCCB retains the right to engage another consultant. The consultant selected for this phase of the project will provide the following services.

1. Final design that includes: surveys for engineering and construction plans (grading), drainage, structural, geotechnical, plant materials, wetland and stream mitigation/delineation services and all other miscellaneous elements required for improving the existing watershed BMPs and Hannen Lake, stabilization of dredge containment areas, stormwater management improvements & BMPs, fish habitat installation, shoreline stabilization, jetty or other shoreline access amenities, and repair/replacement of the Hannen Lake dam and watershed infrastructure as determined during the assessment and conceptual design phase of this project. Complete stamped design plans and technical specifications for bid letting of the project. Application and secure all required permits from the Federal, State, and Local governments.
2. Construction administration for bid letting the project including a pre-construction meeting and engineering oversight throughout the construction of the project.
3. Engineer's estimate of probable costs for completion of the construction project, tabulated by bid line item.

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 the assessment and conceptual design phase of this 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 the engineering design and permitting phase of the project.

ADDITIONAL INFORMATION and OPTIONAL PRE-BID MEETING

Available electronic resources related to Hannen Lake are ready for download. You will need to have a Google account to access the Google Drive site holding the additional information. Alternatively, you can email Ben Dodd at ben.dodd@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/1DHABB3eD1gnpxHd95OFN6uzi_O3VloC-?usp=sharing

If consultants are interested in obtaining additional information, an optional on-site pre-bid meeting has been scheduled from 10-noon, on August 28, 2026.

To RSVP, please contact Director Shelby Williams via email by 3PM on August 27 at the following email address: swilliams@bentoncountyparks.com

CONTRACT:

Should the BCCB determine that is able to enter into a contract, it shall be the Consultant's responsibility to provide the BCCB with two (2) signed contracts/professional service agreements 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". The BCCB 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, BCCB will then sign the contracts and mail one completed original to the Proposer.

Should the BCCB 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 Benton 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, the BCCB 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 the BCCB'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 all work described in the assessment and conceptual design of this RFP to be completed no later than August 31, 2027.

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

CONSULTANT SELECTION PROCEDURES

The Benton County Conservation Board 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, BCCB 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 BCCB is receiving financial assistance.

GENERAL TERMS AND CONDITIONS

LANGUAGE, WORDS USED INTERCHANGEABLY - The word "COUNTY" refers to the BENTON 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 Benton 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 – Benton 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 Benton 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 Benton in connection with a bid or proposal, the submitting party recognized this and waives any claim against the County of Benton 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 Benton and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of Benton arising from any bid opportunity.

NO GIFT STANDARD – The County of Benton 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. Benton 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 Benton 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), Benton County will require a Cyber Liability Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Benton County will be listed as additional insured.
3. Should the project require removal, cleanup, installation, or other disturbance of hazardous substances, Benton County will require an Environmental/Pollution Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Benton 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, Benton 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 Benton 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.

PROPOSAL SELECTION CRITERIA

Name of Firm: _____

Selection Criteria Used to Guide the Ranking Process

1. Firm and Individual Qualifications
 - i. Services to be provided
 - ii. Qualifications and experience of principals and key personnel.
2. Experience Considerations
 - i. Specific project type experience
 - ii. Similar project types (complexity, size, etc.)
 - iii. References from similar projects
3. Ability to Perform
 - i. Work Availability of staff
 - ii. Other Considerations
 - iii. 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, BCCB reserves the right to negotiate with another qualified firm associated with this RFP or reject all proposals.

Figure 1. An aerial photograph of Hannen Lake, located in Benton County, Iowa.



Figure 2. Hannen Lake Park boundary and amenities.

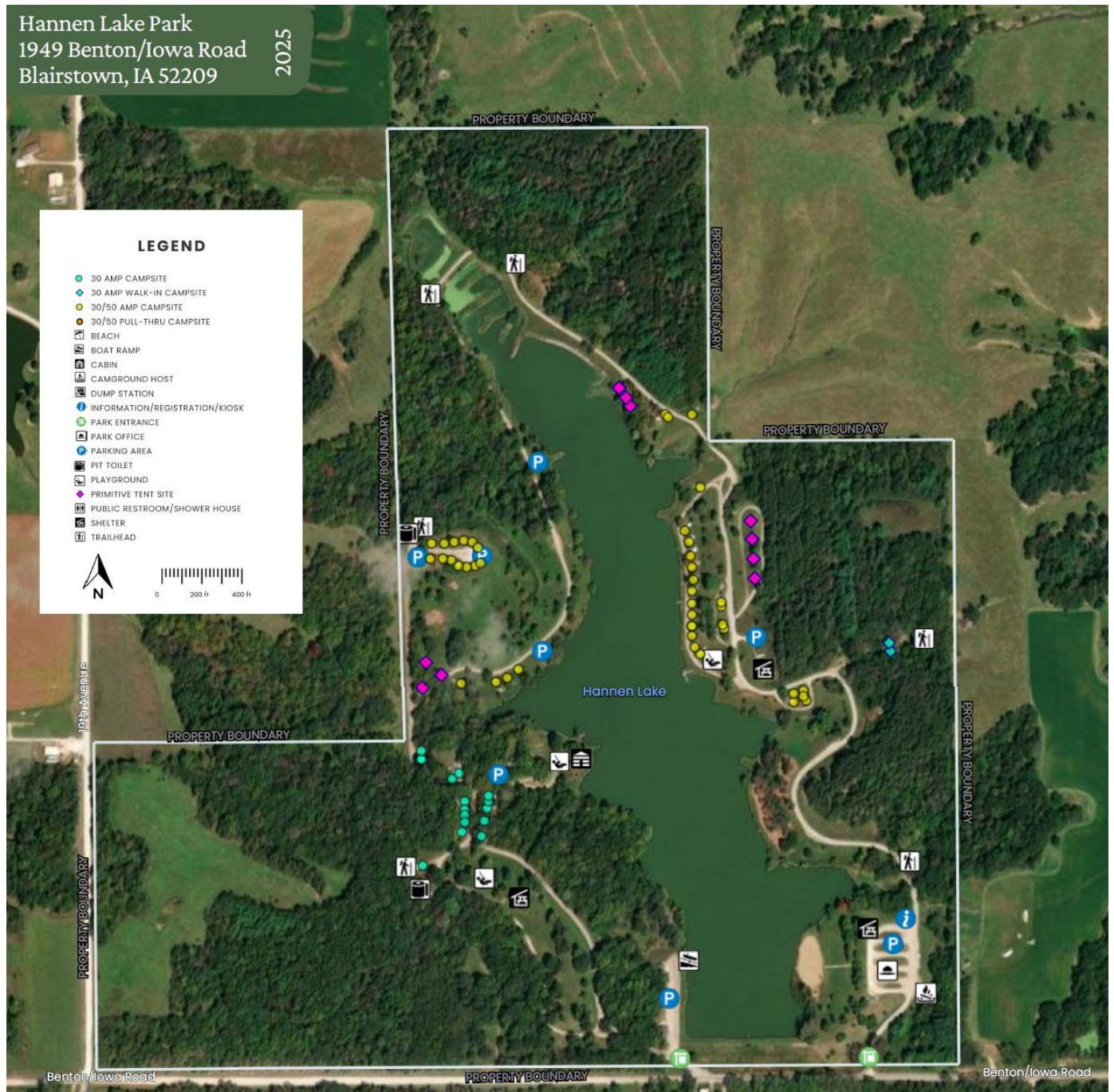


Figure 3. A map of the Hannen Lake watershed (581 acres) and land-use coverage.

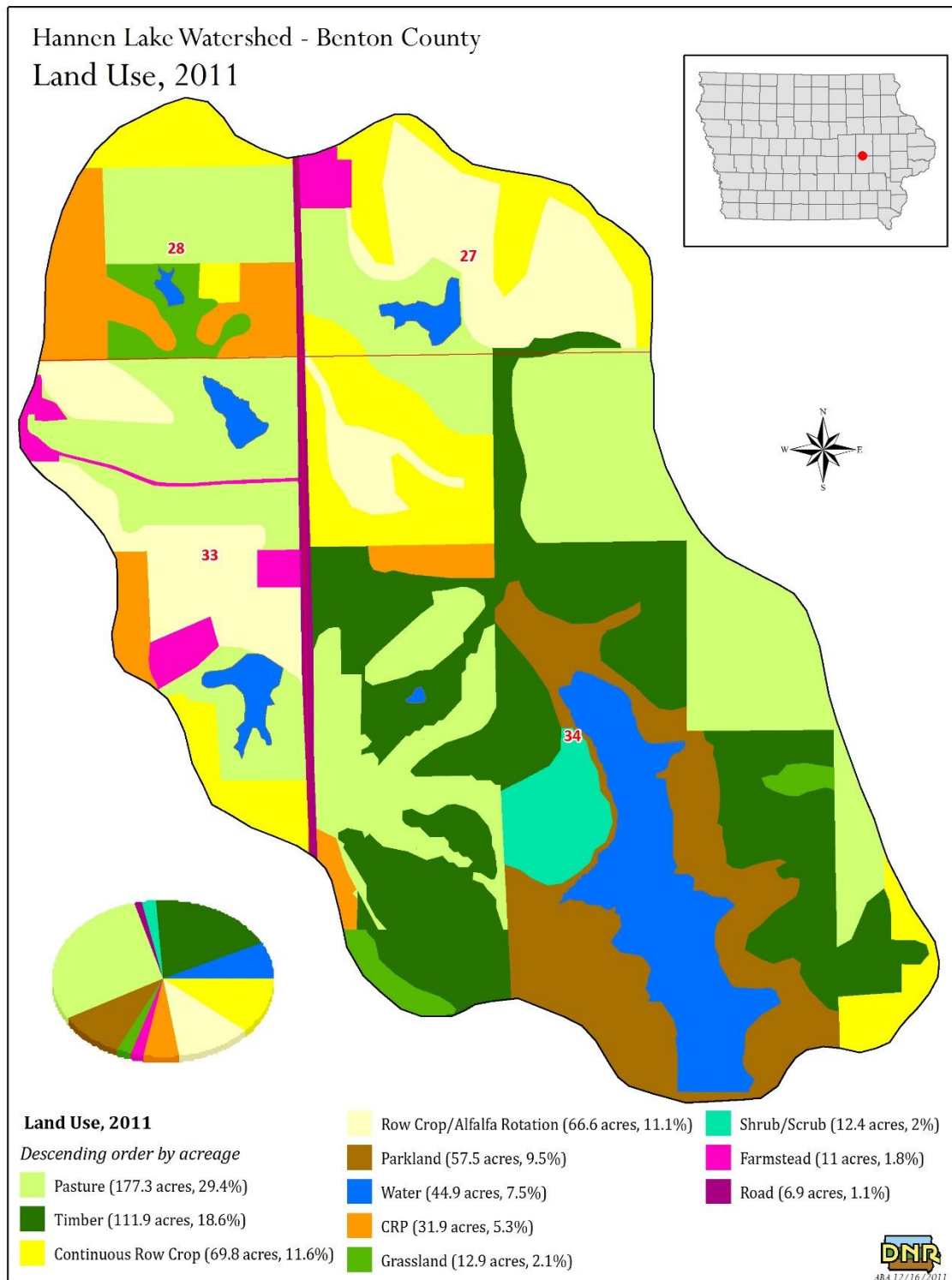


Figure 4. A bathymetric map of Hannen Lake. Lake was survey by IDNR in June 2024.

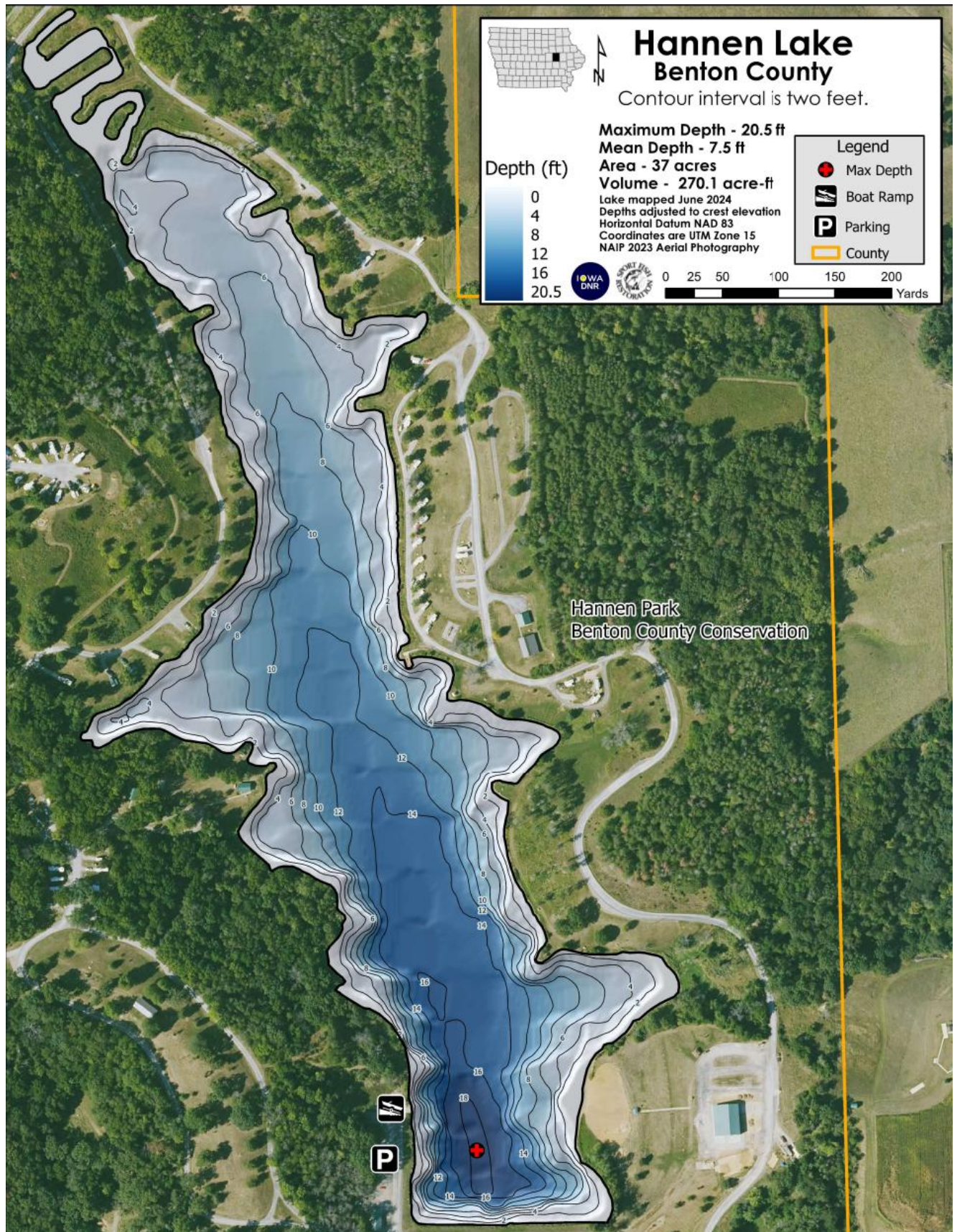


Figure 5. A map of five private watershed ponds and one potential wetland site.



Figure 6. A map highlighting potential locations for enhanced or additional watershed BMPs within Hannen Lake Park.

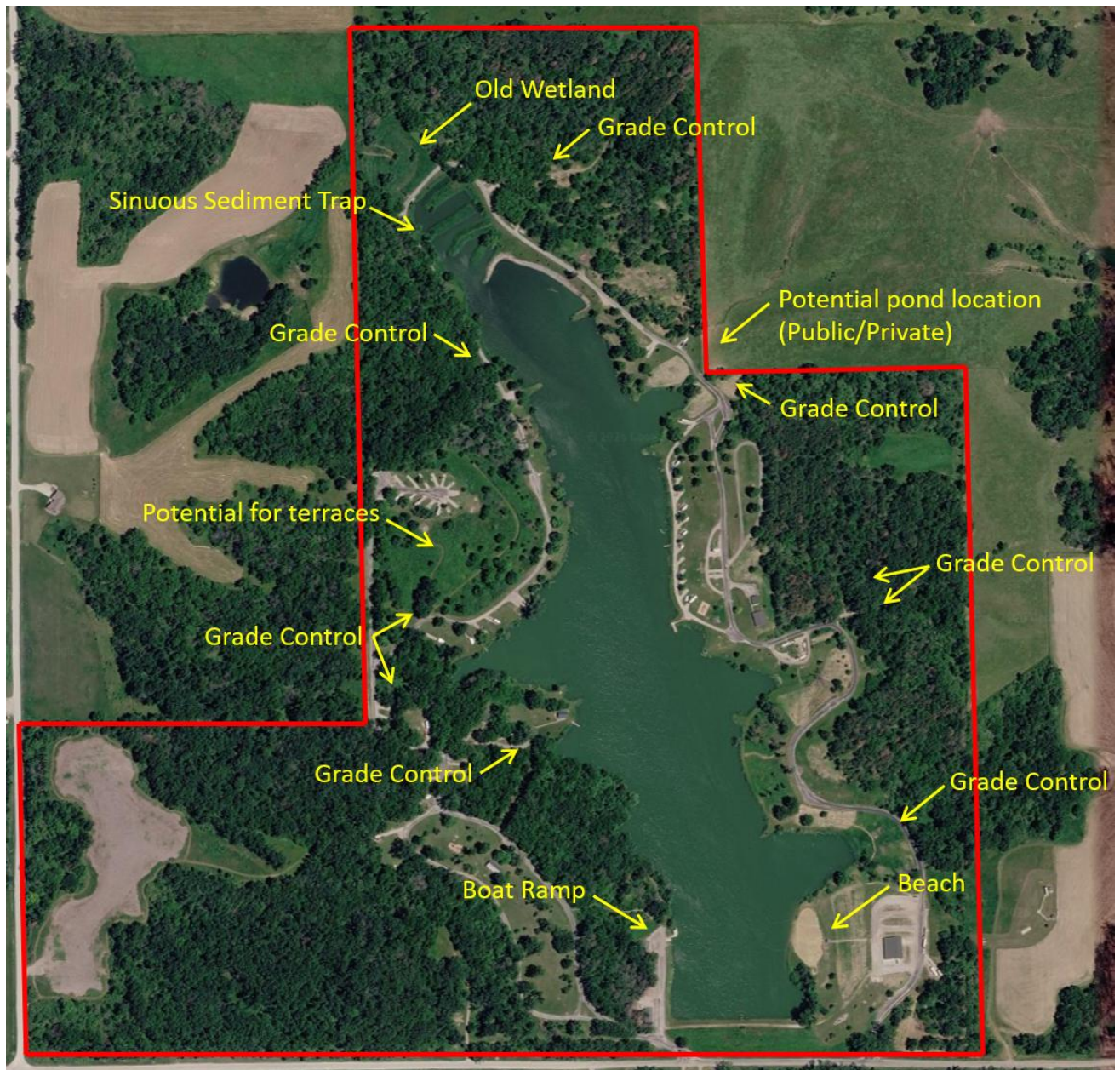


Figure 7. Photograph of the beach erosion at Hannen Lake caused by stormwater runoff.



Figure 8. A map highlighting three potential dredge spoil containment sites.

