



**Lyon County Conservation Board**  
**1651 180th Street**  
**Inwood, IA 51240**  
**Phone 712-753-2313**

## **REQUEST FOR PROPOSALS**

### **DESIGN AND ENGINEERING SERVICES – LAKE PAHOJA RESTORATION**

The Lyon County Conservation Board (LCCB) 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 Lake Pahoja, located within the Lake Pahoja Recreation Area at; 1651 180th Street, Inwood, IA 51240 (Figure 1). The selected firm may also provide engineering and planning services for additional phases of work, if desired. The selected firm shall be working for the LCCB in consultation with project partners from the Iowa DNR Lake Restoration and Fisheries programs. The scope of work for this project shall include a watershed assessment to estimate capacity of existing best management practices (BMPs) and feasibility of additional BMPs to minimize sediment and nutrient loading to the lake. Additionally, the current lake conditions shall be assessed, including the potential for additional engineering services, including design and permitting for restoration practices at Lake Pahoja.

#### **Assessment – Phase 1**

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 in-lake potential restoration practices at Lake Pahoja. Watershed BMPs may include, but are not limited to pond construction and dredging, grade control structures (e.g., check dams or culverts), stormwater management near the beach to address impervious surfaces (e.g., bioswales), and wetland and prairie restoration. Lake restoration practices may include but are not limited to shoreline stabilization, targeted dredging, shoreline deepening, in-lake silt pond/wetland construction, dam or infrastructure improvements including repairs/replacement of current outlet structure components, and fish habitat, boat ramp replacement, and expansion of the jetties to improve recreational opportunities. Finally, the consultant shall implement a grid/transect survey to estimate accumulated sediment volume in the watershed ponds and main lake and identify potential dredge spoil locations for feasibility and capacity. The consultant shall assess the ability/capacity to utilize sediment from the lake bed to construct additional green space or jetties. 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 drawdown capability of the lake as a part of this phase of work.

This assessment shall include a cost benefit analysis for individual watershed BMPs and restoration practices, as well as cost estimates for engineering and constructing each practice. Finally, the selected consultant shall review existing documentation on nutrient loading and cycling within Lake Pahoja, 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?).

The chosen consultant shall produce a technical memorandum outlining their findings at the conclusion of 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 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 phase 1 is \$80–\$150k.

### **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 watershed BMPs and in-lake restoration practices. Probable costs for phase 2 construction are likely \$4–5M.

The selected firm may also be engaged to provide other services related to improving water quality at Lake Pahoja, 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 phase 2 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 shall use the “Proposal Selection Criteria” set forth in this RFP to select a firm. If the LCCB 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 LCCB. If for any reason the LCCB 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 LCCB 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 and/or oversight work to be completed as a part of this project. Following completion of this work, the LCCB and the consultant may choose to enter into a contract for additional engineering design and permitting services and construction oversight.

### **OVERVIEW:**

Lyon County Conservation is seeking proposals for evaluating and providing engineering design of elements associated with the restoration of Lake Pahoja at the Lake Pahoja Recreation Area.

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

The objective of the project is to identify and design lake watershed BMPs and lake restoration elements that will serve to reduce the high phosphorus concentrations that lead to frequent algae blooms observed at Lake Pahoja (Figure 2), ultimately improving the water quality, ecosystem health, and recreational opportunities at the recreation area.

### **BACKGROUND:**

Lake Pahoja is a 64-acre lake constructed in the late 1974. The lake is surrounded by a 300-acre recreation area, which offers hunting, camping, volleyball, picnic shelters, biking, and is home to the Lyon County Conservation Board and nature center (Figure 3). The lake remains a locally important destination for recreation, drawing over 18,000 visitors annually.

Lake Pahoja has a 3,877-acre watershed and the lake to watershed ratio is 59:1. Row-crop agriculture is the predominant land use in the watershed (78%; Figure 4). The lake is currently listed on Iowa's Impaired Waters List due to poor water quality attributed to elevated levels of indicator bacteria (*E. coli*). In the past, the lake has also been impaired for excessive algae growth (chlorophyll-*a*) and high pH (>9). A TMDL and Water Quality Improvement Plan were completed in 2016, but the lake continues to struggle with algae blooms and poor water quality, which impact recreation and the quality of the fishery.

The lake has a maximum depth of 26 feet and a mean depth of 9.3 feet, but 15% (118.5 ac ft) of the lake's volume was lost over the course of 13 years (2007 to 2020), due to sedimentation (Figure 5). 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.

In September of 2012, the lake experienced a multi-week fish kill, presumably caused by low dissolved oxygen concentrations and high levels of ammonia, associated with fall turnover. DNR Fisheries and the LCCB renovated the main-lake fishery, and several public and private ponds within the watershed. Today, the lake supports quality sportfish populations consisting of Bluegill, Black Crappie, Channel Catfish, Largemouth Bass, and Walleye.

### **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 Lyon County Conservation's discretion.

**Request for Proposal Release:** February 18, 2026

**Optional Virtual Pre-bid Meeting:** February 25 at 1-3PM

To RSVP, please reach out to Justin Smith, by COB **February 20**, using the contact information listed below. Virtual Pre bid meeting info <https://meet.google.com/gzw-qcbi-kje?hs=122&authuser=0>

**Written Questions and Requests for Clarifications Due:** February 27, 2026

**Answers to Written Questions Issued:**

March 3, 2026

**Proposal submittal due:**

March 6, 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 Justin Smith, Planning Administrator for the project before 5:00 PM on February 27, 2026. Emailed responses to timely questions will be issued, no later than March 3, 2026. Additionally, prospective consultants can contact Justin Smith directly for an on-site tour of the project area.

**Planning Administrator:**

Justin Smith, Director, Lyon County Conservation

Office: 712-753-2313

Email: [lccbdirector@lyoncountya.com](mailto:lccbdirector@lyoncountya.com)

All proposals must be emailed to Justin Smith. It shall be the sole responsibility of the proposer to ensure that the proposal is received by Lyon County Conservation 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 Iowa DNR, 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:**

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

The consultant will be working with staff of Lyon 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 LCCB 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 Lake Pahoja 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. These designs and budget estimates will be used by the project partners to develop planning budgets and a scope 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 (e.g. jetties), working with LCCB and DNR Fisheries staff.
3. Evaluate the watershed ponds for proper sizing, remaining lifespan (i.e. sediment storage capacity) and determine if there are any additional opportunities for capturing runoff and sediment from the watershed, including new pond locations or impervious surfaces. Further consultation with the LCCB, DNR and watershed landowners is needed to determine which ponds and sites are feasible to assess on private land. (Figure 6).
4. Evaluate the upper lake arms for additional sediment storage, and alternative pond designs (e.g. detention, retention with bounce or floodplain-like overflows, or retention & detention in a series) that slow down runoff, allow water to warm, and potentially prevent summertime destratification (Figure 7).
5. Evaluate stormwater management options for capturing or rerouting runoff away from the beach to reduce indicator bacteria and improve localized recreational opportunities.
6. Evaluate and prioritize areas for dredging, both in location and quantity, for Lake Pahoja using existing bathymetry (Figure 5) in consultation with LCCB and DNR staff. Determine where additional storage capacity is needed most and dredge with the goal 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.
7. Provide conceptual design and a cost of mechanical dredging for the existing watershed ponds and the Lake Pahoja, as well determine the draw down capability.
8. Evaluate potential containment sites on publicly-owned property in concert with LCCB staff for feasibility to contain and stabilize dredge materials associated with the removal of sediment from the watershed ponds and Lake Pahoja. Local staff have

identified potential sites on public property, but further analysis of sites will be necessary (Figure 8).

9. Assess the drawdown capability and develop a plan for draining/lowering Lake Pahoja and watershed ponds (if deemed necessary). 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. Evaluate options (e.g. exclusion grate or vertical drop) for preventing carp colonization of the lake post-restoration.
10. Evaluate the potential for internal loading within Lake Pahoja 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. Water quality information on Lake Pahoja 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. Evaluate the need and feasibility of additional park amenities and upgrades to existing amenities including: boat ramp(s), fishing pier(s), jetties and habitat structures around the lake. If a dredging project were pursued, could material from the lake bottom be used as the base for jetties, expanded green space, or sediment forebay dikes?
12. Prepare a technical memorandum summarizing the findings from this phase of work, a list of recommended practices, as well as cost estimate and conceptual design plans for proposed lake improvement strategies.

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

The consultant will be working with staff of the LCCB, 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 LCCB 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); permits; drainage; structural; geotechnical; plant materials, wetland and stream mitigation/delineation services and all other miscellaneous elements required for dredging of the existing watershed ponds and Lake Pahoja, stabilization of dredge containment areas, stormwater management improvements & BMPs, fish habitat installation, shoreline stabilization, jetty or other shoreline access amenities, and repair/replacement to dam infrastructure and outlet structures of the watershed ponds and Lake Pahoja as determined at the end of Phase 1 of this project. Complete stamped design plans and technical specifications for bid letting for 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 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 Lake Pahoja 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/13PDElrGxBtVwXIXRzB6\\_yuzKfNG7Wycu?usp=sharing](https://drive.google.com/drive/folders/13PDElrGxBtVwXIXRzB6_yuzKfNG7Wycu?usp=sharing)

If consultants are interested in obtaining additional information, a virtual informational meeting has been scheduled from 1-3PM, on February 25, 2026. The meeting will include a discussion on the scope of the project. To RSVP, please contact Director Justin Smith via email by EOB February 20 at the following email address: [lccbdirector@lyoncountya.com](mailto:lccbdirector@lyoncountya.com)

### **CONTRACT:**

Should the LCCB determine that is able to enter into a contract, it shall be the Consultant's responsibility to provide the LCCB 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 LCCB 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, LCCB will then sign the contracts and mail one completed original to the Proposer.

Should the LCCB 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 Lyon 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 LCCB 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 LCCB’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 by October 31, 2026.

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 the LCCB.

### **CONSULTANT SELECTION PROCEDURES**

The Lyon 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, LCCB 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 LCCB is receiving financial assistance.

## **GENERAL TERMS AND CONDITIONS**

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

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

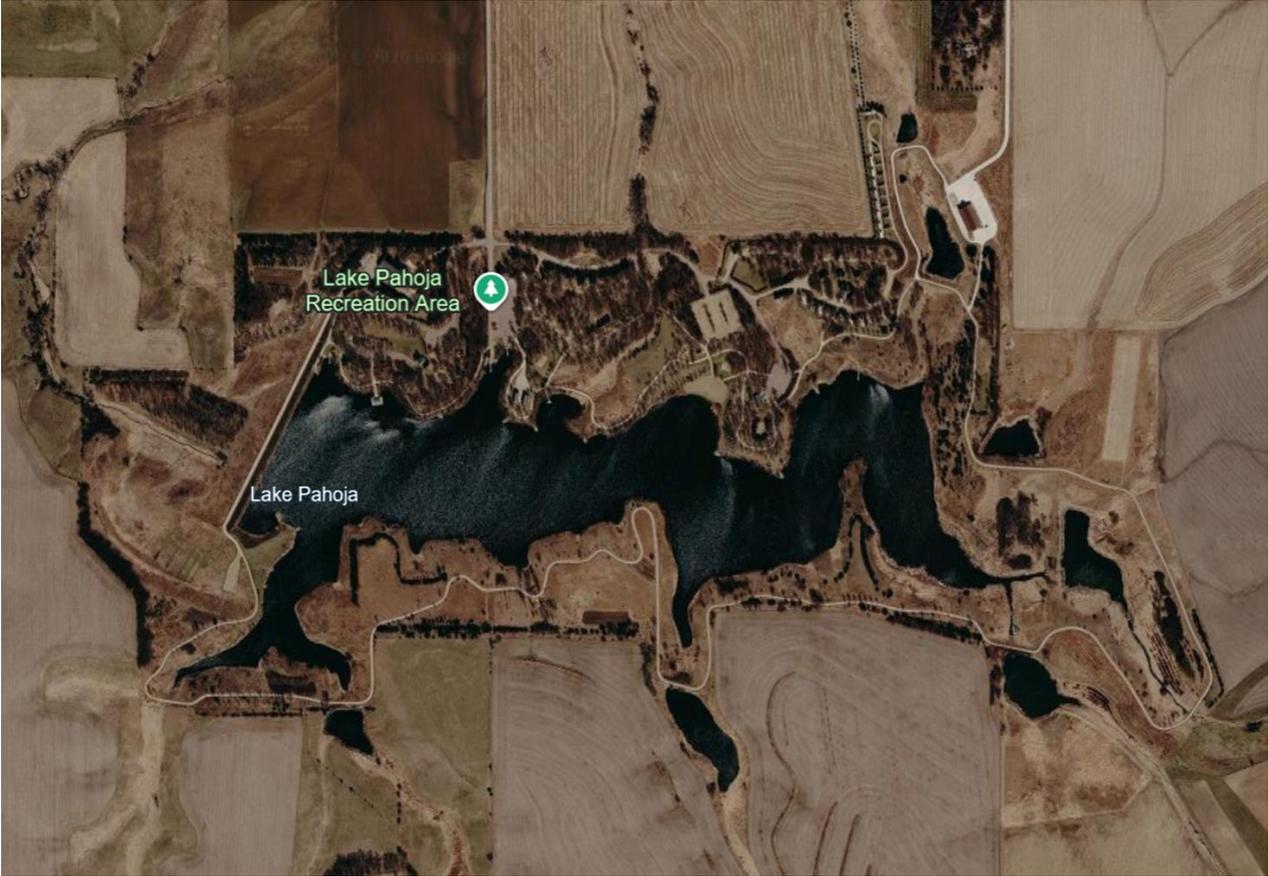
**Name of Firm:** \_\_\_\_\_

### **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, LCCB reserves the right to negotiate with another qualified firm associated with this RFP or reject all proposals.*

**Figure 1.** Aerial photograph of Lake Pahoja, located in Lyon County, Iowa.



**Figure 2.** Aerial photograph of Lake Pahoja experiencing a lake-wide algal bloom in 2021.



**Figure 3.** Lake Pahoja Recreation Area boundary, use restrictions and amenities.

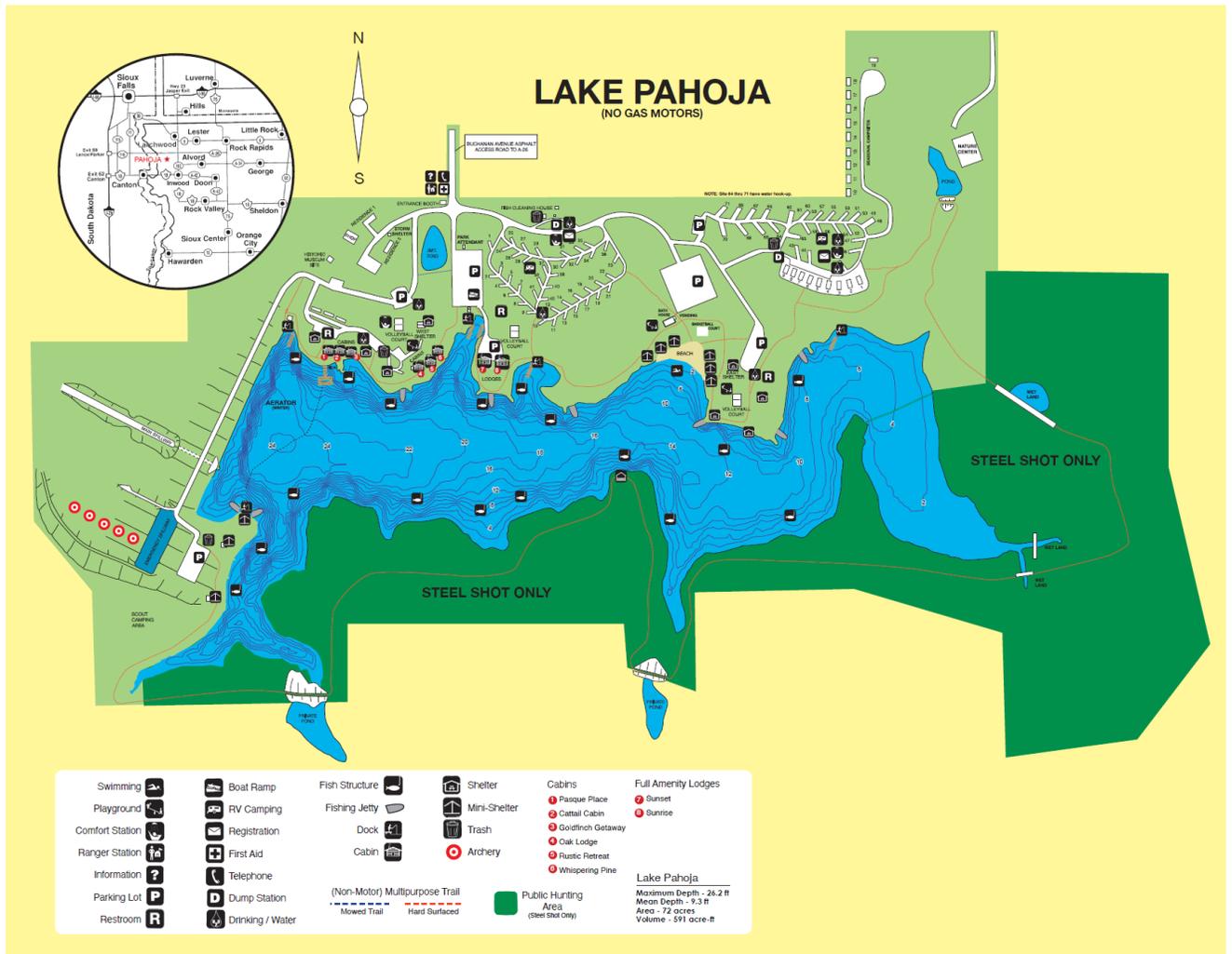
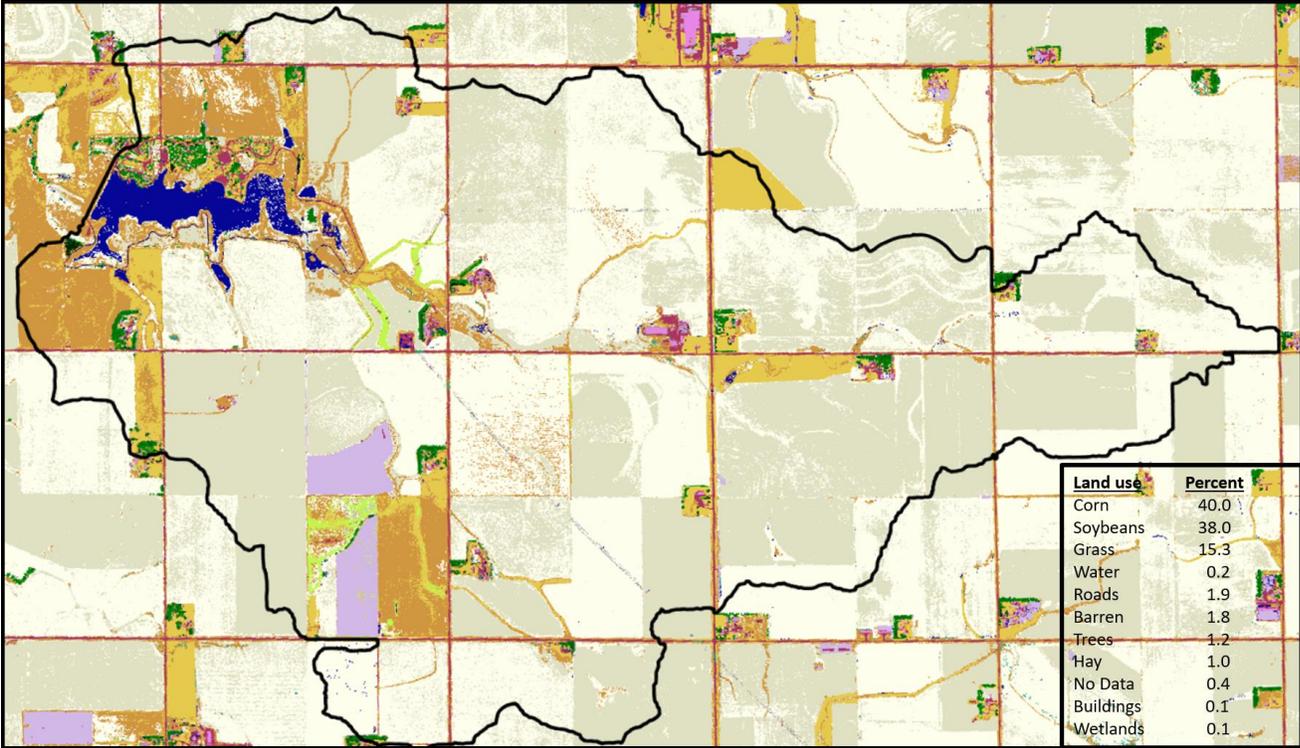


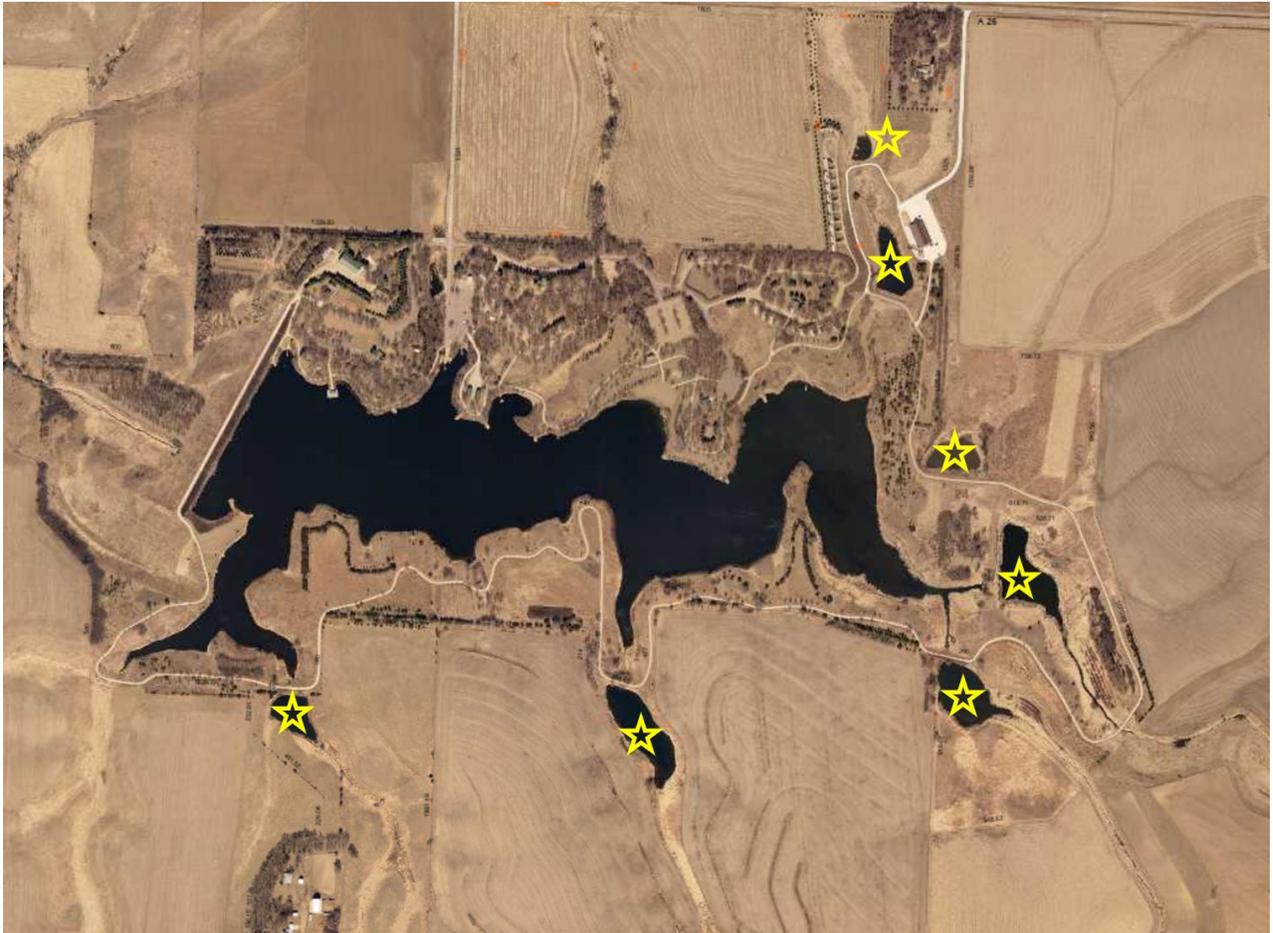
Figure 4. Map of the Lake Pahoja watershed (3,877 acres) and land-use coverage.



**Figure 5.** Bathymetric map of Lake Pahoja, which was mapped by the Iowa DNR in 2020. The lake was previously mapped in 2007 as well.



**Figure 6.** A map of Lake Pahoja watershed ponds. Consultation with the LCCB, DNR and watershed landowners is needed to determine which ponds are feasible to assess, and if suitable sites for additional ponds exist.



**Figure 7.** A map of potential in-lake sediment forebay locations.



**Figure 8.** A map of potential containment sites for dredge spoil on public property.

