May 29, 2018

To: Consulting Firms with Stream Corridor & Floodplain Restoration Design Experience

From: Jennifer Fencl, East Central Iowa Council of Governments (ECICOG)

Re: Invitation to Submit Statement of Professional Qualifications for Clear Creek Stream Corridor and Floodplain Restoration: Assessment and Conceptual Plan

Your firm is invited to submit its statement of professional qualifications to become eligible for an interview that could lead to a consulting services contract for the Clear Creek Stream Corridor and Floodplain Restoration: Assessment and Conceptual Plan. The Assessment and Conceptual Plan will be incorporated into the Clear Creek Watershed Management Plan being prepared by ECICOG in coordination with the Clear Creek Watershed Coalition (CCWC) and funded, in part, through the Iowa Watershed Approach.

Attached is a list of submission requirements along with a preliminary scope of work for the project and a map delineating the area to be assessed. All of the maps resulting from a preliminary stream health assessment (RASCAL) will be available to the firm selected.

The Statement of Qualifications (SOQs) should be submitted to:

Jennifer Fencl
East Central Iowa Council of Governments
700 16th St NE, Suite 301
Cedar Rapids, IA  52402

SOQs must be submitted as one hard copy and one electronic copy no later than 2:00 pm June 15, 2018. Hard copies must be postmarked by the due date or delivered directly. Electronic copies must be submitted as a PDF with the subject line, “Clear Creek Consulting Services”. Electronic submissions should be sent to the following email address:

jennifer.fencl@ecicog.org

Questions about this SOQ should be sent in writing to jennifer.fencl@ecicog.org by 4:00 pm on June 4, 2018. All questions and responses will be sent to the same distribution list, and posted on the Clear Creek Watershed Coalition website.
Submission Requirements for the Statement of Qualifications

The selection of the consulting services firm will be dependent upon qualifications that best address the needs of the project. The firm responding to this SOQ must include the following information within the identified, single-sided page limits.

1. Firm name, address, and brief history. (0.5 page)
2. Services to be provided by personnel in your firm. (0.5 page)
3. Services to be provided by outside consultants. (0.5 page)
4. Related experience to include: (2.5 pages)
   a. Projects of a relevant nature and scope, with date of completion.
   b. Example of project budgeting and cost estimating procedures with results.
5. Qualifications of key personnel to be assigned to this project. Note that key personnel may be requested to attend an interview. (1 page per individual)
6. Three references including project name(s), contact person, phone number, and email address. (0.5 page)
7. You may include a maximum of one page of additional information not included above if it may be useful and applicable to this selection process. (1 page)

This work will be subject to a service contract that stipulates compliance with provisions required by the CDBG Program, including the Section 3 Clause, in Exhibit A.

It is ECICOG’s intent to solicit a qualified firm that possesses the technical background and professional capabilities to provide the services outlined on page 3. ECICOG and the Clear Creek Watershed Coalition Technical Team will only review proposals that follow each of the Submission Requirements described above. ECICOG reserves the right to reject any and all submissions, to waive any deficiencies, and to suspend or abandon this process at any time.
Preliminary Scope of Work

The East Central Iowa Council of Governments (ECICOG), on behalf of the Clear Creek Watershed Coalition, seeks to obtain consulting services related to stream corridor and floodplain restoration of priority segments along Clear Creek in Johnson County. These services are part of a stream health assessment that will complement a broader watershed management planning effort currently underway with funding from the Iowa Watershed Approach project, Iowa DNR, and the City of Coralville.

The stream health assessment will identify resource concerns and develop strategies for restoration and enhancement of flood storage along Clear Creek and its tributaries. The stream corridor to be assessed is identified in the attached map with approximate distances as follows:

<table>
<thead>
<tr>
<th>Reach</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-80/380 intersection to Deer Creek Rd.</td>
<td>1.01 miles</td>
</tr>
<tr>
<td>Deer Creek Rd. to Coral Ridge Ave.</td>
<td>0.78 miles</td>
</tr>
<tr>
<td>Coral Ridge Ave. to Camp Cardinal Blvd.</td>
<td>1.17 miles</td>
</tr>
<tr>
<td>Camp Cardinal Blvd. to Rail Road Bridge</td>
<td>2.33 miles</td>
</tr>
<tr>
<td>Rail Road Bridge to Iowa River</td>
<td>0.52+ miles</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5.82+ miles</strong></td>
</tr>
</tbody>
</table>

A preliminary stream health assessment (RASCAL – Rapid Assessment of Stream Condition Along Length) has been completed. The selected consultant will be tasked with reviewing the preliminary assessment and using it as a foundation to develop a menu of solutions to address concerns with erosion, bank and bed stability, and floodplain connectivity / flood storage along Clear Creek.

The consultant will be responsible for:

- Conducting relevant desktop and field assessments.
- Developing a list of priority segments with maximum restoration potential (including both structural and non-structural solutions as appropriate). The basis for prioritization of segments should include threats to infrastructure (trails, utilities, roads, etc.), recreational safety, and opportunities for enhanced flood storage within the riparian corridor.
- Developing conceptual designs and preliminary cost estimates or ranges for identified priority projects. Conceptual designs may include any number of potential projects, including (but not limited to): streambank stabilization (using both hard and soft methods), oxbow restoration, vegetation management, riparian wetlands, in-stream grade control, and floodplain restoration.
- A final report to ECICOG that contains a narrative description of recommendations, relevant maps, designs, cost estimates, and associated GIS and field data.
As previously stated, the attached map illustrates the sections of Clear Creek for which planning and design services are sought. The results from the preliminary stream health assessment will be available to the firm selected.

The total budget for the project is a not-to-exceed amount of $90,000.

Rating Criteria for Statement of Qualifications

Submitted qualifications will be reviewed and scored according to the criteria listed below by a panel of Clear Creek Watershed Coalition technical team members including staff from the cities of Coralville and North Liberty, University of Iowa, Johnson County, Iowa DNR, and ECICOG. The firms with the top three scores will be invited to make a 30 minute presentation followed by up to 30 minutes of questions with this panel.

1.) Qualifications of staff who will be assigned to this project. Particularly, qualifications and experience of the person who will be directly responsible for the design and assessment - 20 points

2.) Past performance with respect to timeliness, quality of work and project management by your firm and, particularly, about the individual assigned to lead this project with regard to previous projects of similar nature. Reference checks may be used to assess performance in this category - 30 points

3.) The overall quality of the proposal and soundness of approach for the assessment and conceptual planning process - 30 points

4.) The specialized experience or expertise of your staff which may enhance their ability to identify both symptoms and drivers of stream channel and floodplain degradation, and propose innovative and hydraulically sound solutions - 20 points

TOTAL POSSIBLE POINTS – 100
EXHIBIT A

Required Contract Provisions
REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Iowa Civil Rights Act of 1965.
  This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
  Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
  Provides that no person on the basis of age, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

  Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

  Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

• Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.

• Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
• Under what conditions the clause may be imposed.
• The form the termination notice must take (e.g., certified letter).
• The time frame required between the notice of termination and its effective date.
• The method used to compute the final payment(s) to the contractor.


All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."
5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so
that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over $10,000 the following language:

“The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.”

ALL CONTRACTS IN EXCESS OF $100,000
In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Executive Order 11738.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

2. The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

4. The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)
Section 3 language for procurement documents

(This language is to be included in all procurement documents/solicitations)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and
section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents*
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness
The information presented herein is intended to be an accurate representation of existing records. Johnson County assumes no liability for errors or omissions. Users relying on this information do so at their own risk.