

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: May 19, 2021

SUBJECT: Vendor Selection for Engineering Services for the Lewis Creek Restoration Project

PRESENTER: Betsy Gerwig, SWCD Conservation Engineer

ATTACHMENTS:

- I. Request for Qualifications
- II. Publishers Affidavit
- III. Jennings Environmental PLLC Qualifications

SUMMARY OF REQUEST:

The Board is requested to approve the selection of the qualified engineering firm chosen to provide engineering services for Lewis Creek Stream Restoration Project at the Edneyville Community Park. A request for qualifications was issued between March 10, 2021 and April 9, 2021. Three qualifying submissions were received. Based on the review by SWCD and PR staff, and a SWCD Board Member, the most qualified firm was Jennings Environmental PLLC. The Henderson County Soil & Water Conservation District Board approved the selection at the May 10, 2021 meeting.

BOARD ACTION REQUESTED:

The Board is requested to accept the selection of Jennings Environmental PLLC to provide engineering services for the Lewis Creek Stream Restoration Project at the Edneyville Community Park and to authorize staff to enter into negotiations with the selected firm.

Suggested Motion:

I move the Henderson County Board of Commissioners to accept the selection of Jennings Environmental PLLC to provide engineering services for the Lewis Creek Stream Restoration Project at the Edneyville Community Park and to authorize staff to enter into negotiations with the selected firm.



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Memorandum To: *Interested Bidders*

From: *Betsy Gerwig, Conservation Engineer*

Subject: ***Request for Qualifications for Engineering of Lewis Creek Stream Restoration***

Date: *March 10, 2021*

Purpose: The purpose of this Request for Qualifications is to solicit responses from qualified firms to develop and implement a stream restoration project on Lewis Creek at the Edneyville Community Center in Edneyville, North Carolina.

The Henderson County Soil and Water Conservation District requests qualifications from firms with a strong background in stream restoration to provide planning, surveying, design, permitting, and construction oversight for the restoration of approximately 2,000 ft of Lewis Creek located on the property of Edneyville Community Center.

Sealed Proposals are due: Friday, April 9, 2021 at 3:00PM EST
Henderson Soil & Water Conservation District Office
Attn: Betsy Gerwig
61 Triple Springs Road
Hendersonville, NC 28792

Details/Scope of Work:

The goal of this project is to stabilize the streambanks by using natural stream channel design methodology. The restoration will include the construction of a low floodplain, riparian buffer, in-stream structures including but not limited to toe wood and log vanes, an educational access point, and a new walking trail. The majority of work will occur on the County owned property.

Firm is requested to provide the following services:

- 1) Survey, design and permit the project to include the following:
 - a. a low floodplain
 - b. riparian buffer
 - c. in-stream structures as needed
 - d. an educational access point
 - e. a walking trail
- 2) Aid the County in reviewing the work of the County selected construction companies work product during select phases of construction to ensure compliance with the engineered scope of work. As a result, selected firm can not be involved in the construction phase of this project.



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3) as-built drawings and certifications

In developing the design, the selected firm will work closely with Henderson County Soil & Water staff to develop and implement a design to meet the goals for the restoration. The firm will also work with staff to address any public concerns about the project and easements with adjoining landowners if required. The project should result in a stable stream which enhances and improves the water quality of the stream, increases aquatic and terrestrial habitats, provides a stream access location for educational purposes, and will be a demonstration site of stream restoration.

We desire that the permitting and design phases be completed within six months of receipt of a signed contract.

Proposal and Submission Requirements:

Proposals shall include the following information:

1. Introduction: Description of the professional qualifications of the firm and staff proposed for stream restoration services as described. Clearly indicate the experience (with current and previous firms) and roles of staff members. Include information about the firm's professional registration in North Carolina. Include training source(s) in natural channel design (i.e. Rosgen, NCSU, etc.). Include number of linear feet of successful design and installation of stream restoration projects.
2. Work Plan: A description of the approach to stream restoration and work plan proposed to complete the scope of work requested.
3. References: A brief description of projects completed that are similar in scope and size. For each project listed, please include the name of the entity and the name and contact information of the person who would be familiar with the work performed. Include at least one project that required permits from the US Army Corp of Engineers and one project that included the installation of in-stream structures. Include pictures of before and after construction and 2-5 years after final planting.
4. Insurance Requirements: Provide a copy of a certificate of insurance which identifies current levels of professional liability insurance.
5. Fee Schedule: Shall include a fee schedule (hourly rate) of services to be provided by staff members.

Please note, firms may submit prior work product that shows their competence of stream restoration design and construction. However, firms may **NOT** submit work products or designs for the project described in this RFQ. Firms can **NOT** submit an estimated total fee, total contract price, or an estimation of hours involved in completing the project in response to this RFQ.

Responses to the Request for Qualifications must be received by 3:00 PM EST on Friday, April 9, 2021. Three (3) copies of the bid should be signed by an authorized official and mailed or delivered in a sealed envelope to the address below. The envelopes should be clearly marked, "RESPONSE TO RFQ FOR EDNEYVILLE COMMUNITY CENTER STREAM RESTORATION PROJECT" and indicate the name of the firm.



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Responses must be submitted to:

Henderson County Soil & Water Conservation District
Attn: Betsy Gerwig
61 Triple Springs Road
Hendersonville, NC 28792

Selection Process

Proposals submitted by the deadline will be evaluated by a selection committee comprised of representatives of the Henderson County Soil and Water Conservation District and the Henderson County Parks & Recreation Advisory Board. The NC Division of Soil and Water will review the proposals and vote in the event of an irresolvable tie. Each firm will be evaluated based upon the matrix below.

Criteria	Weight
Overall quality of the Professional Qualifications of the Firm	30%
Proposed approach and methodology for stream restoration	25%
Previous project descriptions of stream restoration projects	20%
Proposed schedule for completing tasks identified	20%
Location of the Firm	5%

Proposals will be evaluated using a standardized scoring system. Each criteria component will be assigned points ranging from 1 - 5 according to the extent to which the proposed system meets the stated requirements. The points will be assigned as follows:

- 5 points: Fully meets
- 4 points: Meets with minor gaps (no compromise required)
- 3 points: Meets with moderate gaps (some compromise required)
- 2 points: Partially meets with significant gaps (compromise required)
- 1 point: Does not meet

The points for each criteria component will be multiplied by the percentage weight listed above and totaled.

The standard of award for this Request for Qualifications will be based on the demonstrated competence and qualifications of firms to provide a complete stream restoration of Lewis Creek at the Edneyville Community Center. During the review process, staff and a selection committee from Henderson County may request additional clarifying information from any firm that submits a proposal. Staff and the selection committee will evaluate the responses, may interview the top-rated firms, and will make a recommendation to the Board of Commissioners as to the selection of the firm determined to be the most qualified for the project. The Board of Commissioners retains the right to review the proposals separately from staff and the selection committee and make an award based upon their own



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analysis. Should negotiations fail with the initial qualified firm the County may, at its discretion, continue negotiations with lower ranked qualified firms until an agreement is reached.

The County requests that no Henderson County officials be contacted during this process. The Henderson County Soil and Water Conservation District may be contacted only to clarify questions concerning the RFQ.

The County reserves the right to reject any or all bids, waive technicalities and to be the sole judge of suitability of the services for its intended use as allowed by law and further specifically reserves the right to make the award in the best interest of the County.

Failure to respond to any requirements outlined in the RFQ, or failure to enclose copies of the required documents, will disqualify the bid. Minority owned and operated businesses are encouraged to participate in the submission process.

Time Schedule for Awarding the Contract:

All submittals must be valid for 90 days from the response deadline. However, the contract is expected to be awarded by May 2021. Submissions received after the response deadline will be rejected without exception.

Henderson County reserves the right to reject any or all proposals or to select the proposal which in its opinion is in the best interest of the County. The County further reserves the right to waive any minor irregularities in the process.

Terms and Conditions

- I.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- II.** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)



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Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

III. FEDERAL FUNDS: The source of funds for this contract is federal funds therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

A.) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Henderson County on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act



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(40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Henderson County, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by



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Henderson County resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

- F. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and



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Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 of Congress, or an employee of a Member of Congress on his or her behalf 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and



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He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

H. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

I. Applicable to Grants, Subgrants, Cooperative Agreements, and Contract in excess of \$100,000 of Federal Funds

When federal funds are expended by Henderson County for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

J. Certification of Compliance with the Energy Policy and Conservation Act

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with



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mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

K. Certification of Non Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business or legal entity

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

IV. State of North Carolina Provisions

A. E-Verification

To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

B. Access to Persons and Records

The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

C. Choice of Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The bidder, by signing this Contract, agrees and submits, solely for matters



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concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Henderson County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Henderson County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

D. Gratuities, Kickbacks or Contingency Fee(s):

The bidder certifies and warrants that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

E. By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor



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V. Local Provisions

A. Compliance with Purchase Order Terms & Conditions

<https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

B. Public Record

All bid documents pertaining to this bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

C. Disadvantaged Business/Minority Business Participation

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Bidder shall ensure compliance with Good Faith Efforts, 40 CFR, Part 33, Subpart C.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor



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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



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Certification Regarding Debarment, Suspension, and other Responsibility Matters

The prospective bidder certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date



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BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company]_____certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [Company]_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



P.O. Box 1276
Hendersonville, NC 28793
Phone: (828) 698-0407
E-mail: legals@hendersonvillelightning.com
Web: hendersonvillelightning.com

March 10, 2021

Doug Guffey
Purchasing Agent
Historic Courthouse Annex
113 N. King Street
Hendersonville, NC 28792

Advertisement for Sealed Bids:
Request for Qualifications for Engineering of Lewis Creek Stream Restoration

I, William L. Moss, affirming the following under the penalties of perjury state:

I am editor and publisher of the *Hendersonville Lightning*, a newspaper published, issued and entered as periodical mail in the City of Hendersonville, County of Henderson and State of North Carolina. I hereby certify that the advertisement annexed hereto was published in the editions of the *Hendersonville Lightning* on the following date or dates:

3/10/2021

And that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and is a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 10th day of March, 2021.

(Signed)

Sworn to and subscribed before me this 10th day of March, 2021.

Janet R. Chapin

Notary Public

My commission expires December 11, 2024.



**ADVERTISEMENT FOR SEALED BIDS
HENDERSON COUNTY
PUBLIC NOTICE**

The County will accept qualifications for the engineering of Lewis Creek Stream Restoration until 3:00 PM EST, Friday, April 9, 2021 at the Soil and Water Conservation District Office, 61 Triple Springs Rd, Hendersonville, NC 28792. Bids must be sealed and visibly labeled as "RESPONSE TO RFQ FOR EDNEYVILLE COMMUNITY CENTER STREAM RESTORATION PROJECT". The services will be awarded based upon the demonstrated competence and qualifications of the firm pursuant to North Carolina statutes as well as 2 CFR 200 Uniform Administrative Requirements. This project is supported by the North Carolina Department of Environmental Quality through the United States Environmental Protection Agency as well as the Smithfield Agreement Environmental Enhancement Grant Program through the North Carolina Attorney Generals Office. A copy of the bid package may be obtained from the Henderson County Finance Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday,

excluding Holidays, or on Henderson County's website at <https://www.hendersoncountync.gov/search/site/bids>. Bidders with questions regarding specifications or the bid process may be re-



Henderson County reserves the right to reject any and/or all bids received, or to select the bid which, in our opinion, is in the best overall interest of the County.

Doug Guffey,
Purchasing Agent
Henderson County
Finance Department

3/10

April 8, 2021

Henderson County Soil & Water Conservation District
Attn: Betsy Gerwig, Conservation Engineer
61 Triple Springs Road
Hendersonville, NC 28792

Subject: Request for Qualifications for Engineering of Lewis Creek Stream Restoration

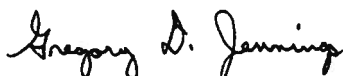
Dear Ms. Gerwig:

I am submitting the attached Statement of Qualifications for Jennings Environmental PLLC, a licensed engineering firm which specializes in stream restoration. I understand that the Henderson County Soil and Water Conservation District is requesting qualifications from firms with a strong background in stream restoration to provide planning, surveying, design, permitting, and construction oversight for the restoration of approximately 2,000 ft of Lewis Creek located on the property of Edneyville Community Center. We are fully capable of providing the requested services working closely with District staff, landowners, regulatory agencies, and grant agency personnel to complete the project successfully.

We have worked with many local government agencies, non-profit organizations, and private landowners to design and implement successful stream restoration projects in Henderson County and throughout Western North Carolina. Based on our familiarity with this project and expertise in stream restoration engineering, I believe that we are best qualified to support this project. We are excited about working with you to produce an excellent stream restoration and park enhancement project that will serve as a model for future environmental projects in the region.

The following pages describe our team's qualifications and project approach as outlined in the RFQ. Thank you for the opportunity to be considered for this project.

Respectfully Submitted,



Gregory D. Jennings, Ph.D., P.E., President
Jennings Environmental PLLC

STATEMENT OF QUALIFICATIONS

Project: Engineering of Lewis Creek Stream Restoration
RFQ Issued March 10, 2021

Submitted To: Henderson County Soil & Water Conservation District
Attn: Betsy Gerwig, Conservation Engineer
61 Triple Springs Road
Hendersonville, NC 28792
betsy.gerwig@nc.usda.gov

Submitted By: Jennings Environmental PLLC
Attn: Greg Jennings, Ph.D., P.E., President
7 Samuel Ashe Drive, Asheville, NC 28805
greg@jenningsenv.com
919-600-4790

Date Submitted: April 8, 2021

The information below describes our credentials and experiences, work plan, references, insurance, and fee schedule as specified in the Request for Qualifications:

1. Introduction

Jennings Environmental PLLC is a licensed professional engineering firm based in Asheville, NC, with specialized expertise in stream restoration planning, design, and implementation. Our team of expert engineering professionals is fully capable and committed to providing the requested engineering services for stream restoration for the Lewis Creek project. We are excited about collaborating with Henderson County Soil and Water Conservation District staff to implement an exceptional restoration project for the Edneyville community and surrounding region.

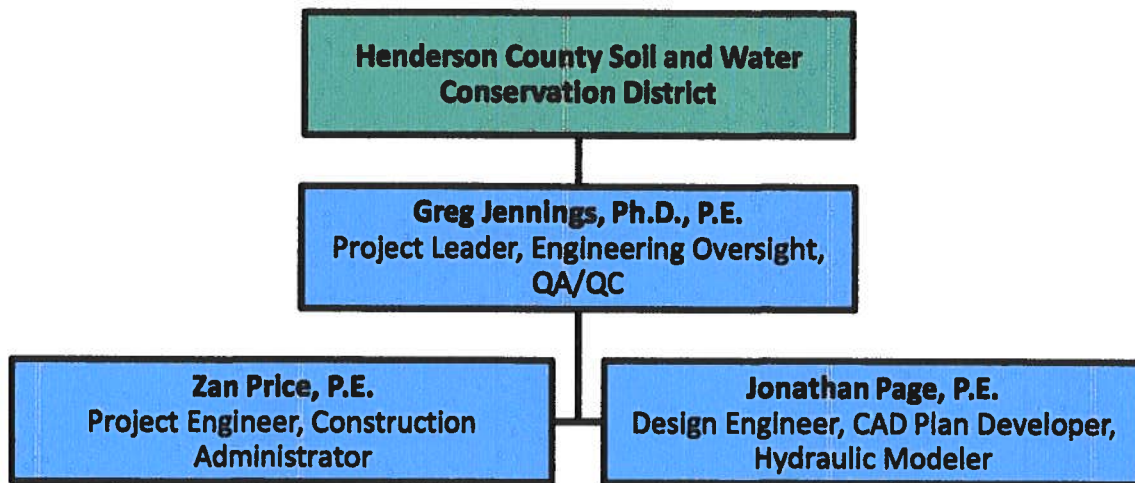
We are local dedicated environmental professionals who share a passion for finding natural solutions to environmental challenges and teaching communities about effective ecosystem stewardship. We have successfully collaborated with many public and private organizations to plan, design, and implement similar stream restoration projects in Western North Carolina. We also assist with grant applications and grant administration on many different types of environmental projects. Several of our projects include recreational and educational components that provide opportunities for adults and children to learn about environmental restoration and protection.

We understand the goals and expectations for functional stream restoration, natural resilience, and recreational uses of the Edneyville Community Center. We also understand the complexities of integrating stream restoration and riparian corridor protection with nature-based recreation on public property. The challenges associated with this project will require creativity, analytical prowess, and productive interactions among many diverse team members. This is exactly the type of project that we are most capable of performing successfully in partnership with your community.

We believe that we are the best choice for this project based on our unique qualifications:

- Local expertise with more than 60 years of combined professional experience in stream restoration engineering.
- Design of more than 120,000 linear feet of stream restoration projects over the past 20 years, half of which was completed in Western North Carolina.
- Advanced understanding of stream hydraulics, geomorphology, and ecology based on academic studies and practical experience with stream assessment and restoration.
- Thorough understanding of regulatory and bureaucratic considerations based on work experience with local offices of federal and state environmental agencies.
- Proven commitment to community collaboration and education based on our previous projects with numerous local governments and landowners.
- Cost-effective implementation based on our nearby location, low overhead, and innovative design approaches, including automated data collection and computer-aided design (CAD) design tools.
- Commitment to achieving sustainable natural solutions to complex environmental challenges.

Our project team organizational chart and resumes are outlined below.



Greg Jennings, Ph.D., P.E., President and Principal Engineer

- Professional Engineer: NC P.E. License # 25454
- B.S. and M.S. in Engineering from Pennsylvania State University.
- Ph.D. in Engineering from University of Nebraska.
- Completed training workshops taught by Rosgen (Levels 1, 2, 3, 4).
- Continuing to teach NCSU professional development workshops on stream assessment, natural channel design, and stream restoration project construction for 21 years with over 3,300 participants.
- 32 years of experience in practice, teaching, and research of water resources engineering, stream restoration, erosion control, and stormwater management technologies.



- Currently serving as Professor Emeritus of Biological & Agricultural Engineering at North Carolina State University following 23 years of academic teaching and research experience in stream assessment and restoration, ecological engineering, and stormwater management.
- Founded Jennings Environmental PLLC to provide specialized stream restoration consulting services in the Southeastern USA in support of effective ecosystem enhancement project design and implementation.
- Completed design and implementation of more than 240 stream restoration projects in North Carolina and surrounding states.
- Served on NC Environmental Management Commission, NC Sedimentation Control Commission, NCDEQ Science Advisory Committee, and numerous other state and federal environmental committees and boards.
- Expertise in water resources engineering, stream restoration, fluvial geomorphology, hydrology and hydraulic analysis, water quality, and watershed project management.

Zan Price, P.E., Senior Engineer and Project Manager

- Professional Engineer: NC P.E. License # 33141
- B.A. in Psychology from the University of North Carolina – Chapel Hill.
- M.S. in Civil Engineering from North Carolina State University.
- Completed training workshops taught by Rosgen (Levels 1, 2, 3, 4)
- Assisted in teaching NCSU workshops on stream assessment, natural channel design, and project construction for 5 years.
- 20 years of experience in water resources engineering design, environmental regulation, education, project management, stream monitoring, and practical implementation.
- Supervisor for the regulatory compliance program with the Asheville Regional Office of the NC Division of Water Resources for five years through 2019.
- Expertise in stream assessment and restoration design, geomorphic data collection and analysis, fluvial geomorphology, hydrology and hydraulic engineering, GIS data analysis, environmental permitting, and restoration project monitoring.



Jonathan Page, P.E., Design Engineer and Hydraulic Modeler

- Professional Engineer: NC P.E. License # 43856
- Certified Floodplain Manager (CFM) in North Carolina.
- B.S. and M.S. in Engineering from North Carolina State University.
- Completed training workshops taught by Rosgen (Levels 1, 2)
- Assisted in teaching NCSU workshops on stream assessment, natural channel design, and project construction for 4 years.
- 10 years of experience in water resources engineering, ecosystem restoration and ecological engineering research, education, technology development, and practical implementation.
- Conducted grant-funded research for stream restoration, stormwater management, water quality, and ecosystem functions, with publication of research findings in peer-reviewed journals and conference proceedings.
- Expertise in stream geomorphic data collection and analysis, hydrologic and hydraulic modeling, GIS data analysis, and CAD engineering plan development.



2. Work Plan

We understand that the goal of this project is to stabilize Lewis Creek using natural stream channel design methodology. The restoration plan will include the construction of a low floodplain, riparian buffer, in-stream structures including but not limited to toe wood and log vanes, an educational access point, and a new walking trail. The majority of work will occur on the County owned property. The scope of work will include the following services:

- 1) Survey, design and permit the project to include the following:
 - a. a low floodplain
 - b. riparian buffer
 - c. in-stream structures as needed
 - d. an educational access point
 - e. a walking trail

- 2) Aid the County in reviewing the work of the County selected construction company work product during select phases of construction to ensure compliance with the engineered scope of work. The selected firm cannot be involved in the construction phase of this project.

Lewis Creek on the Edneyville Community Center property is currently incised with actively eroding streambanks, causing excessive sedimentation, poor water quality and habitat impairments. Bank heights are 4 to 5 feet with poor riparian vegetation in many areas, as shown in the adjacent photograph taken in March, 2021.



The watershed at this location drains 4.63 square miles of rural land in Henderson County containing approximately 35% forest, 47% agriculture, and 15% urban land uses. The 100-year flood flow is approximately 1,700 cfs according to USGS StreamStats, and the expected bankfull discharge for the active channel is about 300 cfs according to the NCSU regional curves for the Blue Ridge Ecoregion. We anticipate applying a Priority 2 Floodplain Connection design approach to create a meandering, riffle-pool bankfull channel with riffle mean depth of approximately 2 feet nested within a forested floodplain that is sufficiently wide to carry the 100-year flow without changing the mapped floodplain.

We intend to work closely with Henderson County Soil and Water Conservation District staff and local stakeholders to implement the following work plan to achieve desired results:

- a. We will survey and analyze the existing site, stream and watershed conditions to document stream geomorphic conditions, topography, vegetation, and site constraints including property lines.

- b. We will meet with District staff and other stakeholders to clarify project objectives and discuss realistic restoration options considering site conditions and constraints to achieve optimal stream restoration and other property management objectives.

- c. We will create a 30% concept plan showing proposed stream layout, channel and floodplain dimensions, habitat features, and buffer conditions, along with the walking trail and educational access points for discussion with stakeholders to reach concurrence on overall restoration plans.
- d. We will consider stakeholder input and create detailed 60% design plans with channel and floodplain dimensions, longitudinal profile, in-stream structures, grading plan, and riparian vegetation for client review and feedback.
- e. We will conduct HEC-RAS modeling of extreme flows through the designed project in order to evaluate the ranges of flood stages, velocities, shear stresses, and stream powers. We will adjust the plan as necessary to minimize risk of failure and achieve flood map objectives.
- f. We will prepare necessary documents and hydraulic modeling results to apply for the following permits:
 - i. USACE/NCDWR 401/404 Environmental Permits
 - ii. NCDEMLR Erosion and Sediment Control Plan Approval
 - iii. NCDEMLR Stormwater Permit
 - iv. Henderson County Floodplain Development Permit (based on HEC-RAS Model)
- g. We will respond to permitting agency comments and follow up with sealed 100% Construction Plans and Specifications for use in contractor selection by the District.
- h. We will support the District with contractor selection, including bid advertisement documents, pre-bid meetings, evaluation of qualifications, and recommendation of contract award.
- i. We will oversee construction and planting by the selected contractor, including pre-construction meeting, construction inspections and progress meetings, final walk-through inspection, and project acceptance.
- j. We will complete the as-built survey and certifications of completion for permit compliance following project acceptance.
- k. We will inspect the project following completion and recommend any maintenance work to support optimal project success.
- l. We will assist with field tours before, during, and after project completion for interested parties in support of long-term District educational objectives.
- m. We will submit regular progress reports throughout the project period to support communications with local stakeholders and grant agencies.

3. References and Example Projects

Jennings Environmental PLLC has recently provided engineering services for stream restoration and other environmental enhancement projects for the following government agencies and non-profit organizations:

- **Blue Ridge RC&D:** Jonathan Hartsell, jhartsell@blueridgercd.org, (828) 284-9818
- **Buncombe SWCD:** Anthony Dowdle, anthony.dowdle@buncombecounty.org, (828) 250-4786
- **City of Brevard:** Jim Fatland, jim.fatland@cityofbrevard.com, (828) 885-5602
- **City of Hendersonville:** Adam Steurer, asteurer@hvlnc.gov, (828) 233-3207
- **Conserving Carolina:** Kieran Roe, kieran@conservingcarolina.org, (828) 697-5777
- **Haywood Waterways Association:** Eric Romaniszyn, romaniszyn@gmail.com, (828) 476-4667
- **Mills River Partnership:** Maria Wise, maria.millsriverpartnership@gmail.com, (828) 216-6721
- **Mountain Valleys RC&D:** Jessica Hocz, jessica.hocz@mountainvalleysrcd.org, (828) 691-9785
- **NC Forest Service:** Bill Swartley, bill.swartley@ncagr.gov, (919) 218-3179
- **New River Conservancy:** Chelsea Blount, chelsea@newriverconservancy.org, (919) 482-9236
- **Resource Institute:** Alan Walker, awalker@resourceinstituteinc.org, (336) 750-0522
- **Town of Kernersville:** Wendi Hartup, WHartup@toknc.com, (336) 708-8352
- **USDA-NRCS:** Emily Nelson, emily.nelson3@usda.gov, (803) 522-4524
- **U.S. Fish & Wildlife Service:** Laura Fogo, laura_fogo@fws.gov, (828) 216-4971
- **U.S. Forest Service:** Brady Dodd, brady.dodd@usda.gov, (828) 620-3176

Example projects are described below with project contacts and photographs taken before and after completion:

1. Reedy Patch Creek Restoration, Henderson County, NC (completed 2020)

- Clients:** USDA-NRCS, Henderson County SWCD, Resource Institute, Private Landowner
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits; Floodplain Permit
Components: 1,500 LF Channel Realignment; Priority 1 and 2 Floodplain Connection; Log J-Hook Vanes; Boulder Riffles; Toe Wood Revetments; Riparian Buffer Planting
Contact: Emily Nelson, NRCS, emily.nelson3@usda.gov, (803) 522-4524



Before Construction, March, 2017



After Construction, August, 2020

2. UT Foster Creek Restoration, Henderson County, NC (completed 2020)

Clients: USDA-NRCS, Henderson County SWCD, Resource Institute, Private Landowner
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits
Components: 2,000 LF Channel Realignment; Priority 2 and 3 Floodplain Connection; Log J-Hook Vanes; Riparian Buffer Planting; Livestock Exclusion; Farm Road Crossings
Contact: Emily Nelson, NRCS, emily.nelson3@usda.gov, (803) 522-4524



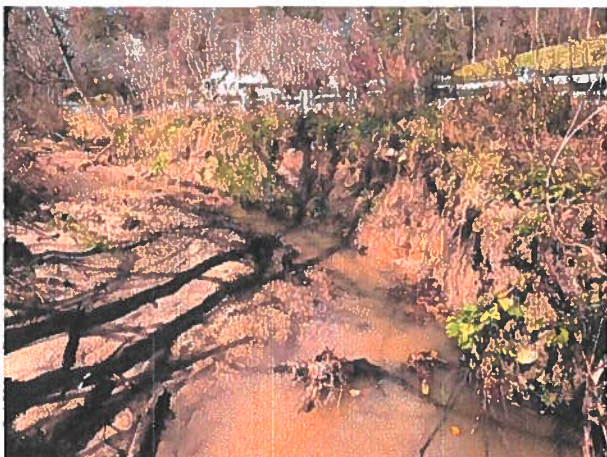
Before Construction, April, 2020



After Construction, October, 2020

3. Foster Creek Restoration, Henderson County, NC (completed 2021)

Clients: USDA-NRCS, Henderson County SWCD, Resource Institute, Mills River Partnership, Private Landowners
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits
Components: 2,800 LF Channel Realignment; Priority 1 and 2 Floodplain Connection; Log J-Hook Vanes; Toe Wood Revetments; Riparian Buffer Planting; Livestock Exclusion
Contact: Maria Wise, Mills River Partnership, maria.millsriverpartnership@gmail.com, (828) 216-6721



Before Construction, November, 2020



After Construction, January, 2021

4. Limekiln Creek Restoration, McDowell County, NC (completed 2019)

Clients: McDowell County SWCD, Mountain Valleys RC&D, North Cove Elementary School
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits; NCDEMLR ESC Plan Approval
Components: 1,000 LF Channel Realignment; Priority 2 Floodplain Connection; Log J-Hook Vanes; Toe Wood Revetments; Riparian Buffer Planting; Educational Trail and Signs; Stormwater BMPs
Contact: Jessica Hocz, Mountain Valleys RC&D, jessica.hocz@mountainvalleysrcd.org, (828) 691-9785



Before Construction, November, 2018



After Construction, September, 2020

5. Beeson Creek Restoration, Forsyth County, NC (completed 2019)

Clients: Town of Kernersville, NC
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits; NCDEMLR ESC Plan Approval; Floodplain Development Permit
Components: 2,000 LF Channel Realignment; Priority 1 and 2 Floodplain Connection; Log J-Hook Vanes; Boulder Riffles; Toe Wood Revetments; Riparian Buffer Planting; Stormwater BMPs
Contact: Wendi Hartup, Kernersville Stormwater Manager, WHartup@toknc.com, (336) 708-8352



Before Construction, November, 2017



After Construction, July, 2020

6. Grassy Creek Restoration, Mitchell County, NC (completed 2016)

Clients: Blue Ridge RC&D, Toe River Valley Watch, US Fish & Wildlife Service
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits; NCDEMLR ESC Plan Approval; Floodplain Development Permit
Components: 3,000 LF Channel Realignment; Priority 2 Floodplain Connection; Log J-Hook Vanes; Toe Wood Revetments; Riparian Buffer Planting; Educational Trail; Utility Crossing Protection; Stormwater BMPs
Contact: Jonathan Hartsell, Blue Ridge RC&D, jhartsell@blueridgercd.org, (828) 284-9818



Before Construction, December, 2014



After Construction, August, 2020

7. Cathey's Creek Restoration, Transylvania County, NC (completed 2020)

Clients: City of Brevard, U.S. Forest Service, Resource Institute
Permits: US Army Corps of Engineers/NCDWR 401/404 Permits; NCDEMLR ESC Plan Approval; Floodplain Development Permit
Components: 1,500 LF Channel Realignment; Priority 1 and 2 Floodplain Connection; Log J-Hook Vanes; Boulder Riffles; Toe Wood Revetments; Riparian Buffer Planting; Forest Road Protection; Municipal Water Intake Rehabilitation
Contact: Alan Walker, Resource Institute, awalker@resourceinstituteinc.org, (336) 750-0522



Before Construction, December, 2019



After Construction, October, 2020

4. Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036		CONTACT NAME: Doug Farber PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955 E-MAIL ADDRESS: cert@imcplc.com	
INSURED Jennings Environmental, PLLC 7 Samuel Ashe Drive Asheville NC 28805		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Continental Casualty Company 20443 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2021 All Lines Renewal REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INS) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PSB0005705	08/16/2020	08/16/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSB0005705	08/16/2020	08/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0002508	08/16/2020	08/16/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NC) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	PSW0003278	08/16/2020	08/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		EEH288249043	08/16/2020	08/16/2021	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Mills River 124 Town Center Drive Mills River NC 28759	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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5. Fee Schedule

Fees will be charged at the rates listed below for the duration of this project.

Principal Engineer (Greg Jennings)	\$125 per hour
Senior Engineer (Zan Price)	\$110 per hour
Design Engineer (Jon Page)	\$100 per hour
Mileage Reimbursement from Asheville to Edneyville	\$0.50 per mile



HENDERSON COUNTY

Memorandum To: *Interested Bidders*
From: *Betsy Gerwig, Conservation Engineer*
Subject: *Request for Qualifications for Engineering of Lewis Creek Stream Restoration*
Date: *March 10, 2021*

Purpose: The purpose of this Request for Qualifications is to solicit responses from qualified firms to develop and implement a stream restoration project on Lewis Creek at the Edneyville Community Center in Edneyville, North Carolina.

The Henderson County Soil and Water Conservation District requests qualifications from firms with a strong background in stream restoration to provide planning, surveying, design, permitting, and construction oversight for the restoration of approximately 2,000 ft of Lewis Creek located on the property of Edneyville Community Center.

Sealed Proposals are due: Friday, April 9, 2021 at 3:00PM EST
Henderson Soil & Water Conservation District Office
Attn: Betsy Gerwig
61 Triple Springs Road
Hendersonville, NC 28792

Details/Scope of Work:

The goal of this project is to stabilize the streambanks by using natural stream channel design methodology. The restoration will include the construction of a low floodplain, riparian buffer, in-stream structures including but not limited to toe wood and log vanes, an educational access point, and a new walking trail. The majority of work will occur on the County owned property.

Firm is requested to provide the following services:

- 1) Survey, design and permit the project to include the following:
 - a. a low floodplain
 - b. riparian buffer
 - c. in-stream structures as needed
 - d. an educational access point
 - e. a walking trail
- 2) Aid the County in reviewing the work of the County selected construction companies work product during select phases of construction to ensure compliance with the engineered scope of work. As a result, selected firm can not be involved in the construction phase of this project.



HENDERSON COUNTY

3) as-built drawings and certifications

In developing the design, the selected firm will work closely with Henderson County Soil & Water staff to develop and implement a design to meet the goals for the restoration. The firm will also work with staff to address any public concerns about the project and easements with adjoining landowners if required. The project should result in a stable stream which enhances and improves the water quality of the stream, increases aquatic and terrestrial habitats, provides a stream access location for educational purposes, and will be a demonstration site of stream restoration.

We desire that the permitting and design phases be completed within six months of receipt of a signed contract.

Proposal and Submission Requirements:

Proposals shall include the following information:

1. **Introduction:** Description of the professional qualifications of the firm and staff proposed for stream restoration services as described. Clearly indicate the experience (with current and previous firms) and roles of staff members. Include information about the firm's professional registration in North Carolina. Include training source(s) in natural channel design (i.e. Rosgen, NCSU, etc.). Include number of linear feet of successful design and installation of stream restoration projects.
2. **Work Plan:** A description of the approach to stream restoration and work plan proposed to complete the scope of work requested.
3. **References:** A brief description of projects completed that are similar in scope and size. For each project listed, please include the name of the entity and the name and contact information of the person who would be familiar with the work performed. Include at least one project that required permits from the US Army Corp of Engineers and one project that included the installation of in-stream structures. Include pictures of before and after construction and 2-5 years after final planting.
4. **Insurance Requirements:** Provide a copy of a certificate of insurance which identifies current levels of professional liability insurance.
5. **Fee Schedule:** Shall include a fee schedule (hourly rate) of services to be provided by staff members.

Please note, firms may submit prior work product that shows their competence of stream restoration design and construction. However, firms may **NOT** submit work products or designs for the project described in this RFQ. Firms can **NOT** submit an estimated total fee, total contract price, or an estimation of hours involved in completing the project in response to this RFQ.

Responses to the Request for Qualifications must be received by 3:00 PM EST on Friday, April 9, 2021. Three (3) copies of the bid should be signed by an authorized official and mailed or delivered in a sealed envelope to the address below. The envelopes should be clearly marked, "RESPONSE TO RFQ FOR EDNEYVILLE COMMUNITY CENTER STREAM RESTORATION PROJECT" and indicate the name of the firm.



HENDERSON COUNTY

Responses must be submitted to:

Henderson County Soil & Water Conservation District
Attn: Betsy Gerwig
61 Triple Springs Road
Hendersonville, NC 28792

Selection Process

Proposals submitted by the deadline will be evaluated by a selection committee comprised of representatives of the Henderson County Soil and Water Conservation District and the Henderson County Parks & Recreation Advisory Board. The NC Division of Soil and Water will review the proposals and vote in the event of an irresolvable tie. Each firm will be evaluated based upon the matrix below.

Criteria	Weight
Overall quality of the Professional Qualifications of the Firm	30%
Proposed approach and methodology for stream restoration	25%
Previous project descriptions of stream restoration projects	20%
Proposed schedule for completing tasks identified	20%
Location of the Firm	5%

Proposals will be evaluated using a standardized scoring system. Each criteria component will be assigned points ranging from 1 - 5 according to the extent to which the proposed system meets the stated requirements. The points will be assigned as follows:

- 5 points: Fully meets
- 4 points: Meets with minor gaps (no compromise required)
- 3 points: Meets with moderate gaps (some compromise required)
- 2 points: Partially meets with significant gaps (compromise required)
- 1 point: Does not meet

The points for each criteria component will be multiplied by the percentage weight listed above and totaled.

The standard of award for this Request for Qualifications will be based on the demonstrated competence and qualifications of firms to provide a complete stream restoration of Lewis Creek at the Edneyville Community Center. During the review process, staff and a selection committee from Henderson County may request additional clarifying information from any firm that submits a proposal. Staff and the selection committee will evaluate the responses, may interview the top-rated firms, and will make a recommendation to the Board of Commissioners as to the selection of the firm determined to be the most qualified for the project. The Board of Commissioners retains the right to review the proposals separately from staff and the selection committee and make an award based upon their own



HENDERSON COUNTY

analysis. Should negotiations fail with the initial qualified firm the County may, at its discretion, continue negotiations with lower ranked qualified firms until an agreement is reached.

The County requests that no Henderson County officials be contacted during this process. The Henderson County Soil and Water Conservation District may be contacted only to clarify questions concerning the RFQ.

The County reserves the right to reject any or all bids, waive technicalities and to be the sole judge of suitability of the services for its intended use as allowed by law and further specifically reserves the right to make the award in the best interest of the County.

Failure to respond to any requirements outlined in the RFQ, or failure to enclose copies of the required documents, will disqualify the bid. Minority owned and operated businesses are encouraged to participate in the submission process.

Time Schedule for Awarding the Contract:


All submittals must be valid for 90 days from the response deadline. However, the contract is expected to be awarded by May 2021. Submissions received after the response deadline will be rejected without exception.

Henderson County reserves the right to reject any or all proposals or to select the proposal which in its opinion is in the best interest of the County. The County further reserves the right to waive any minor irregularities in the process.

Terms and Conditions

- I. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initials of Authorized Representative of vendor

- II. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)



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Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

III. FEDERAL FUNDS: The source of funds for this contract is federal funds therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

A.) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by Henderson County on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES  Initials of Authorized Representative of vendor

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act



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(40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Henderson County, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree?

YES  Initials of Authorized Representative of vendor

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by



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Henderson County resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree?

YES Initials of Authorized Representative of vendor

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree?

YES Initials of Authorized Representative of vendor

- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree?

YES Initials of Authorized Representative of vendor

- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and



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Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree?

YES [Signature] Initials of Authorized Representative of vendor

- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 of Congress, or an employee of a Member of Congress on his or her behalf 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and



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He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Does vendor agree?

YES [Signature] Initials of Authorized Representative of vendor

H. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?

YES [Signature] Initials of Authorized Representative of vendor

I. Applicable to Grants, Subgrants, Cooperative Agreements, and Contract In excess of \$100,000 of Federal Funds

When federal funds are expended by Henderson County for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree?

YES [Signature] Initials of Authorized Representative of vendor

J. Certification of Compliance with the Energy Policy and Conservation Act

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with



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mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree?

YES *EF* Initials of Authorized Representative of vendor

K. Certification of Non Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business or legal entity

Does vendor agree?

YES *EF* Initials of Authorized Representative of vendor

IV. State of North Carolina Provisions

A. E-Verification

To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

Does vendor agree?

YES *EF* Initials of Authorized Representative of vendor

B. Access to Persons and Records

The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Does vendor agree?

YES *EF* Initials of Authorized Representative of vendor

C. Choice of Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The bidder, by signing this Contract, agrees and submits, solely for matters



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concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Henderson County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Henderson County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Does vendor agree?

YES *SP* Initials of Authorized Representative of vendor

D. Gratuities, Kickbacks or Contingency Fee(s):

The bidder certifies and warrants that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Does vendor agree?

YES *SP* Initials of Authorized Representative of vendor

E. By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Does vendor agree?

YES *SP* Initials of Authorized Representative of vendor



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V. Local Provisions

A. Compliance with Purchase Order Terms & Conditions

<https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Does vendor agree?

YES Initials of Authorized Representative of vendor

B. Public Record

All bid documents pertaining to this bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

Does vendor agree?

YES Initials of Authorized Representative of vendor

C. Disadvantaged Business/Minority Business Participation

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Bidder shall ensure compliance with Good Faith Efforts, 40 CFR, Part 33, Subpart C.

Does vendor agree?

YES Initials of Authorized Representative of vendor



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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.

Vendor's Name/Company Name: Jennings Environmental PLLC

Address, City, State, and Zip Code: 7 Samuel Ashe Drive, Asheville, NC 28805

Phone Number: 919-600-4790 Fax Number: 919-218-2509

Printed Name and Title of Authorized Representative: Greg Jennings

Email Address: greg@jenningsenv.com

Signature of Authorized Representative: 

Date: April 7, 2021



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Certification Regarding Debarment, Suspension, and other Responsibility Matters

The prospective bidder certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Greg Jennings, President, Jennings Environmental PLLC

Typed Name and Title of Authorized Representative

Greg D. Jennings
Signature of Authorized Representative

April 7, 2021
Date



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BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Jennings Environmental PLLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [Company] Jennings Environmental PLLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Greg Jennings

Name and Title of Contractor's Authorized Official

April 7, 2021

Date