

Request for Qualifications For the Preparation of a Greenway Feasibility Study for the Mud Creek Greenway

Purpose and Overview

Henderson County is seeking a qualified consultant to prepare a feasibility study for a greenway or multi-use path along Mud Creek as identified in the Henderson County Comprehensive Plan (CCP), the Henderson County Greenway Master Plan: 30 Year Vision, the City of Hendersonville Bicycle Plan, and as requested by the Henderson County Board of Commissioners (BOC) in December of 2017. The Board chose to move on this project as a result of the NCDOT Kanuga Road improvements project (STIP R-5748). The County received a federal grant award through the French Broad River MPO for this study. The chosen consultant must comply with all applicable federal regulations and requirements. In addition, the cost of this study cannot exceed the \$50,000 grant amount.

The potential of this greenway was discussed by the Village of Flat Rock and could provide for alternative cyclist and pedestrian mobility along the Kanuga Road corridor. The City of Hendersonville retains a sewer easement along the proposed path of the greenway. The Mud Creek Sewer Interceptor Replacement is listed in the City's Capital Improvement Plan and is projected for FY 2030. The City indicated it is willing to make necessary preparations to support this project once it begins the sewer work on-site in preparation of the NCDOT road project. A greenway on Mud Creek would help to satisfy the public's concern about the programmed road improvements and safety issues.

Henderson County requests a feasibility study of the area following Mud Creek from the new Publix Supermarket to Erkwood Drive (please see attached map). The study will need to address existing conditions, potential opportunities and barriers, communication with owners of properties along the alignments, trail alignment (with options and spurs when necessary), cost estimates for construction with a proposed plan for implementation, and funding options and available grants.

All recommendations will be informed by a thorough analysis of current land use, inventory of existing physical conditions, safety evaluation of all proposed greenway/path designs, and public input.

Qualifications

The qualified consultant shall be prequalified (or will become prequalified) with NCDOT in disciplines relevant to conducting a greenway feasibility study and have considerable experience working on government parks, greenways, and trails systems for communities of equal to or greater in size than the County of Henderson, experience in facilitating community engagement meetings, excellent communication and graphic skills, and professional certification and registration in the planning and/or landscape architecture profession.

Oversight Committee Participants

1. Staff from Henderson County Planning Department, Engineering Department, Parks and Recreation Department, NCDOT Planning Branch, and the French Broad River Metropolitan Planning Organization (FBRMPO) will serve as the oversight committee responsible for collaborating with the qualified consultant to develop the study and will recommend approval of the plan to Henderson County Board of Commissioners.

2. Henderson County Planning Department staff will serve as the main point of contact for the qualified consultant.

3. The feasibility study will be subject for approval and adoption by the Henderson County Board of Commissioners.

Feasibility Study Components

The feasibility study shall be organized into five components:

1. Existing Conditions

- a. Information provided shall include an analysis of the current land use in the surrounding area and the existing physical conditions including greenway corridors, major transportation corridors, and rights of way information.
- b. A cultural analysis, if applicable, should include points of interest along the study area, historical landmarks and registered districts, school locations, church locations within a half mile of the study area, identified economic development districts, identified affordable housing districts, etc.
- c. An environmental analysis should include topography, hydrology, floodplain locations, and natural habitat areas. Some data can be accessed with existing County GIS data sets.
- d. Results should be represented in easily decipherable graphs, charts, or tables.

2. Opportunities and Barriers

- a. The Opportunities and Barriers (O&B) section shall address elements that can be considered opportunities that the greenway segment can provide if constructed. Examples of opportunities can include connectivity to points of interest, economic development potential, and number of citizens within a walkable or rideable distance to the greenway.
- b. The O&B section shall also address barriers that could make implementation of the greenway segment difficult or infeasible to achieve.
- c. The creation of this section will be influenced by a community engagement workshop and otherwise acquired public comment.
- d. Special attention should be given to investigating potential impacts on property owners and property owner willingness to participate.
- e. Funding options should be explored within the “opportunities” information.

3. Public Participation

- a. The identified stakeholders and property owners should be directly contacted as part of the public participation process. Further involvement may be necessary based upon preliminary conversations with property owners and stakeholders.

4. Trail Recommendations

- a. The inventory and analysis weighed against public input and O&B should inform a series of recommendations for greenway/path alignments in the study area. All recommendations should consider and support other relevant County plans such as the County Greenway Master Plan.
- b. All recommended alignments shall be mapped and delivered in GIS format compatible with existing County systems and shapefiles shall be shared with the County Planning Department.
- c. Trail recommendations must include potential route options and evaluation of safety components.

5. Action Plan

- a. The trail alignment recommendations will necessitate an action plan for achievement. The action plan will be a detailed chapter of the study that presents its implementation in a methodical, detailed, comprehensive, written, and tabular format.
- b. The action plan will include the priority recommendations as gathered from the public planning process and directed by the Henderson County Board of Commissioners.
- c. The first draft of the action plan should be based on the consultant's recommendations. The final draft will be based on the consultant's recommendations, oversight committee recommendation, and input from other relevant committees. The action plan will also include a strategies component that will include cost estimates, funding sources, partnership opportunities, and land acquisition methodologies.
- d. The action plan should include estimated costs and schedule for implementation.

6. Maintenance

- a. The study should explore and recommend maintenance solutions after the construction of the greenway. This should include costs, resources, needs, and suggested practices surrounding the maintenance of the greenway on an annual basis.

Milestone Dates

Given the time sensitive nature of funding and construction opportunities, a schedule of when certain milestones can be accomplished must be included in the proposal. Milestones should include: contract approval, oversight committee meetings, first draft completion, reviews, revisions, and approval by the Henderson County Board of Commissioners.

Deliverables

The following deliverables will be due to the oversight committee at the end of the contract period:

Reproduction

- An electronic copy of the first draft.
- An electronic copy of final draft.
- Five (5) hard copies of the final feasibility plan document.
- GIS data in ArcGIS format.

Final Feasibility Study Report Format

- The plan document shall be well organized, without any spelling or grammatical errors, and the hard copy should be bound by a soft cover.
- Electronic copies of all maps and ArcGIS layers, which can be edited by staff.

Supplemental Feasibility Study Documents

Summary of conclusions and recommendations in addition to the technical report/document plan. This summary should be designed to be read by the elected officials as well as interested citizens who want to know about the plan and its purpose.

Client Responsibilities

It is understood by Henderson County that staff will assist the consultant in providing certain information and services. The areas of assistance shall include the following project:

1. **Requirements:** Provide full information about the requirements of the project.

2. **Information:** Provide all available information pertinent to the project including previous studies, plans, maps and other data.
3. **Review:** Examine all studies, reports, proposals and/or other documents submitted by the consultant and respond with comments and/or suggestions within a reasonable time so as not to delay the project.
4. **Revisions:** Notify consultant whenever there is an awareness of any defect in the project or when there are changes affecting the project.

Selection Criteria

The selection of a professional greenway consultant shall be based on qualification information exhibited in both written and graphic form, along with personal interviews as needed. Criteria for selection will include, but not necessarily be limited to, the following:

1. Relevant experience with similar projects, with emphasis on greenway design and implementation.
2. Project Approach and Methodology for forming the feasibility plan.
3. Qualifications and experience of key project team members who will remain actively involved throughout the entire feasibility planning process.
4. Quality of work exhibited in both written and graphic form as well as interviews.
5. Approach to and previous accuracy of cost estimating.
6. Experience related to government contracting procedures.
7. The sufficiency of the financial resources & ability of the firm to provide the service.
8. References
9. Preference will be given for consultants that favorably demonstrate the value of:
 - a. Greenways development to all communities including those with limited transportation options and,
 - b. Have demonstrated collaboration and unity in developing county-wide trail connectivity.

Submittal Requirements

Prospective consultants shall submit their proposal which address the following:

1. **Project Approach:** Briefly describe the firm's approach to greenways and trails planning, including methods and user involvement. Outline of how your firm would approach this project given a six month time frame:
 - Projected Schedule-detailed.
 - Description of proposed Project Methodology.
2. **Similar Project Experience:** In detail, outline the past experience of the firm with similar projects and describe creative design "concepts" used for greenway projects with examples (in color) of your work. Include specific project names, a description of the work completed, and the name and telephone number of individuals to contact for references and final project cost. Identify any projects performed for government agencies (State or local) in the last ten years that would indicate your firm's experience with government contracting procedures.
3. **Design Team:** Provide a description of your project team; listing the firm name(s), individuals involved and the role they will perform (principal-in-charge, project landscape architect, consulting engineer, etc.). Provide a description of the qualifications and experience of the specific individuals that will be involved in this project, including the staff of other professional

firms (include registration numbers of landscape architects and engineers). Identify their experience with similar type projects.

4. **Cost Estimating and Phasing Procedures:** The consultant will be required to perform cost estimates throughout the feasibility planning phases. Describe your firm's approach to and/or method of cost estimating. Describe your firm's method of phasing the development plan.
5. **Qualified Consultants:** All applicants must be registered as qualified consultants with NCDOT. All firms and all sub-consultants must be pre-qualified for each type of work for which they are approved.
6. **Collaborative Scope:** Collaboration and unity among greenway entities and stakeholders to promote county-wide trail connectivity.
7. **Attachments:** Provide the properly filled out attachments as applicable.

Selection Process

The oversight committee will review and short-list the RFQs submitted for consideration. The committee will contact the firms selected for consideration and may give a schedule for interviews.

Following the interviews (if deemed necessary), the panel will, in its opinion by interview, score and review other considerations for selecting the firm best suited for developing the greenway feasibility study. Firms with *greenway planning* experience will be given preference for interviews and selection. References are required and will be rigorously checked.

Terms and Conditions

As a NCDOT/FHWA funded project, the selected firm will be required to submit a detailed man-hour estimate, wage rates, overhead, cost of capital, other miscellaneous expenses, and fees in accordance with NCDOT's "Policies and Procedures for Procurement and Administration of Major Professional or Specialized Services Contracts," and other current standards. The negotiated contract will be submitted to the Office of Inspector General, Consultant Audit Unit for review prior to issuance of an NTP.

NC E-VERIFY REQUIREMENTS: To ensure compliance with the E-Verify requirements per General Statutes of North Carolina, all bidders, including any subcontractors employed by the bidder with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units for formal bids. Bidders attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Bids as Attachment E. E-Verify is a Federal program and can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

PURCHASE ORDER TERMS & CONDITIONS: Compliance with purchase order terms and conditions. They may be accessed at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS: Please see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

In addition, the chosen applicant will be subject to the attached Uniform Guidance clauses. All applications must include a signed agreement to these terms (Attachment B).

Submittal Process

Submit one hard copy of the proposal/qualifications on or before **12 pm on November 26, 2019** to:

**Janna Peterson, Planner III
100 N. King St.
Hendersonville, NC 28792**

In addition to a hard copy, an electronic copy of the proposal may be emailed to jpeterson@hendersoncountync.gov. Any proposal only submitted via email will not be considered.

This deadline may be extended by the County; submitting parties may revise their proposals up until the submittal period closes.

Henderson County reserves the right to reject all proposals, and to not award a contract for the Project.

Any and all responses submitted will, upon submittal, become the property of the Henderson County, and will be public records pursuant to N.C.G.S. Chapter 132 (The Public Records law), unless the submitting party takes appropriate steps to exempt information from the requirements of the Public Records law.

The Project for which proposals are being submitted is a services contract, and not subject to the provisions of N.C.G.S. Chapter 143. The County will endeavor to maintain the integrity and fairness of the process, but may not withhold proposals from disclosure if disclosure is required by law; prospective consultants are encouraged to time the submittal of their proposals accordingly, and are expected to respect the integrity of the process.

Any supplemental information provided to our prospective consultant will be provided to others known to the County.

For questions pertaining to the project, please contact **Janna Peterson** at **(828) 694-6557** or jpeterson@hendersoncountync.gov. If chosen among the finalists, the consultant may be expected to meet with the oversight committee in a formal panel interview format.

ATTACHMENT A
UNIFORM GUIDANCE PROVISIONS:

- I. Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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. 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.
- 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)

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.

- a. **FEDERAL FUNDS:** The source of funds for this contract is federal funds (US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management), 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.
- b. **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.”

- c. **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 (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.
- d. **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.

- e. **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.
- f. **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).
- g. **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 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.

- h. 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

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.

i. Procurement of Recovered Materials CFR § 200.322

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

j. 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.

ATTACHMENT B

TERMS & CONDITIONS

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: _____

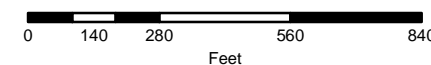
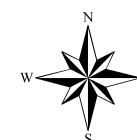
Signature of Authorized Representative: _____

Date: _____

Potential Greenway Along Mud Creek

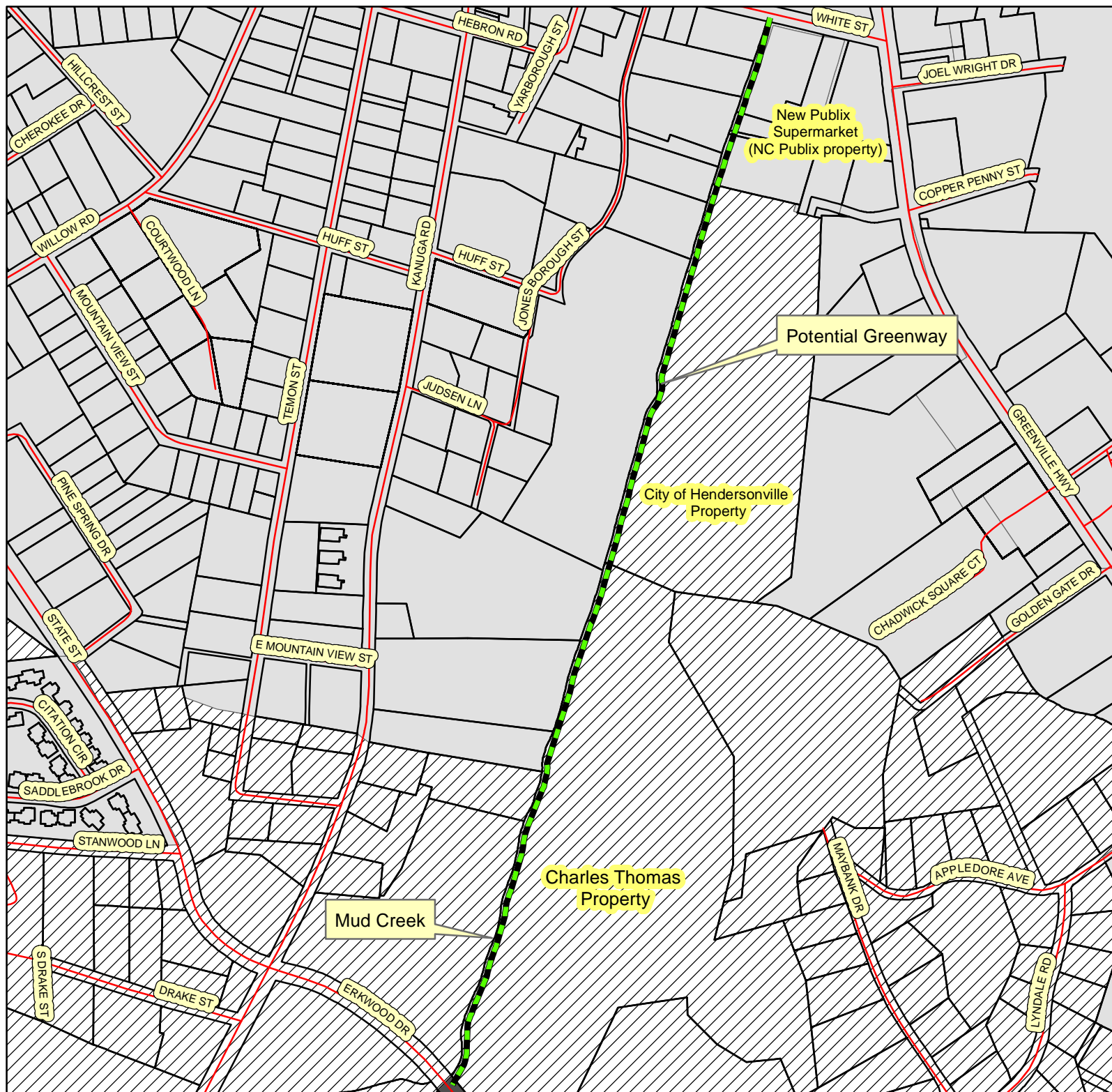


Municipality	
CITY	
HENDERSONVILLE	
COUNTY	
FLAT ROCK	



1 inch = 410 feet

Created by Henderson County
Planning Department
Curtis Griffin
12/04/2017



Potential Greenway Along Mud Creek



0 80 160 320 480 640
Feet

1 inch = 404 feet

