



Readvertised: REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR BEESON CREEK STREAM RESTORATION

RFQ Re-Issue Date: 07/31/2026

RFQ Issue Date: 06/26/2026

Proposal Due Date & Time: August 14th, 2026 @ 4:00pm located at 509 Michael St. Kernersville NC

Grant Funds: \$2,420,000

Project Construction Completion Date: 7/30/2027

RFQ Contact: Wendi Hartup, Stormwater Manager

Email: whartup@toknc.com

SITE TOUR: July 8th @ 10am located at **Beeson Oaks Subdivision:** 1279 Micol Ln on Cheryl Drive (beside the mailboxes- see map attached) **Note: no site tour planned for reissue time period.**

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE TOWN OF KERNERSVILLE AS SOON AS POSSIBLE.

GENERAL:

The Town of Kernersville (Town) seeks proposals from qualified firms to deliver Design-Build services for a stream restoration project. As shown in Attachment B, the Town has received \$2.42 million in Environmental Protection Agency (EPA) funding. This funding will restore an unnamed tributary of Abbotts Creek located north of Cheryl Drive and east of Union Cross Road in Kernersville, North Carolina. The project site made up of undeveloped forested land totaling approximately 6.3 acres. The project is near a sports complex to the east with residential properties along the remaining sides. This stream restoration project will include streambank stabilization, excavation of floodplain pools for water storage, and habitat enhancement supporting wildlife. This project will transform 1,710 linear feet of an unnamed tributary.

BACKGROUND INFORMATION:

The Town of Kernersville has secured an EPA Community Grant for the proposed Beeson Creek Stream Restoration- Reach 7 project. The purpose of the project is to restore and stabilize a severely degraded stream reach. The Beeson Creek watershed in Kernersville has unstable streambanks due to recent floods and historic channelization. These streams drain into Abbotts Creek, which flows to High Rock Lake, a water supply reservoir for several Piedmont communities. Current resource concerns involve flooding, high water tables, unstable streambanks, impaired water quality, downed trees and flood debris. Project components will include streambank stabilization, excavation of floodplain pools for water storage and habitat enhancement and planting a diverse forest community to support wildlife. Preemptive stream restoration activities are intended to enhance stream reach and prevent further erosion, therefore protecting surrounding residential properties from negative impacts. Completing this effort will extend both environmental and social benefits to the community as a whole. The result will be a stable watershed with natural floodplain areas that hold floodwater to reduce downstream risk and improve ecological conditions in the watershed.

SCOPE OF SERVICES:

Design and Construction services for this project must be complete by **July 30th, 2027.**

- A. Engineering to include: survey, design and permit approval.
- B. Conservation easement with plat. Town will work with landowners to dedicate easements that support the design and construction project.
- C. Engineering and construction services for Stream Restoration along an unnamed tributary of Abbotts Creek located north of Cheryl Drive and east of Union Cross Road in Kernersville, North Carolina. Located within parcels 6875-85-7332, 6875-94-8711, and 6875-94-9887.
- D. As-built of final design

Anticipated deliverables of streambank restoration:

1. Design, Permits and surveying performed along 1,710 linear feet
2. Streambank stabilization, installation of regenerative stormwater conveyance, address localized bank erosion, install log and boulder structures, install grade control structures, and excavation of floodplain pools. The expected outcomes include a decrease in downstream sedimentation, reduction in water treatment plant costs, lowered maintenance costs of riparian corridor.

Design-Build project MUST include:

- A natural channel design approach (mimicking local creeks).
- Seeding and Mulching explained during SITE TOUR for riparian buffer including a living shoreline.
- Diverse native plants must be utilized that focus on seasonal color and supporting wildlife.

The selected firm, as part of its **design-build services**, will assist with developing a strategy for the best approach for the successful completion of the project. Important components of the project scope include site access, site photographs, Environmental Review and other materials in the attachments providing a basis for approaches to satisfy the project needs of the Town as outlined in this RFQ.

This projects timeline is subject to the final expenditure deadlines set forth by the Environmental Protection Agency (EPA), which require funds to be expended by **July 30, 2027**. Failure to meet any milestone may result in the forfeiture of funding for the proposed project. Before execution of a contract the selected firm and project staff will complete a construction schedule.

Given these EPA deadlines, firms responding to this RFQ should make clear how the work can be performed in a construction schedule that meets these deadlines. The firm shall obtain permits, as required, monitor construction activities of subcontractors and suppliers to ensure completion within schedule, monitor budget, ensure compliance with federal, state and local codes, laws and regulations and maintain cleanliness of site.

This grant requires a firm to create requests for reimbursement for the Town's final approval and signature.

NOTICES:

- A. **General:** This request for qualifications does not commit the Town to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project. The Town reserves the right to perform all or some of the services described in this document with its own work force. The Town also reserves the right to issue further Requests for Qualifications (RFQs), as needed, and solicit responses from firms not selected as part of this process.
- B. **Selection and Evaluation Criteria:** In accordance with procurement standards set forth in 2CFR 200 (Uniform Guidance) and 2CFR Part 1500, 2CFR200.327 and 40 CFR 33 Disadvantaged Business Participation, The Town of Kernersville will be seeking to select a firm that possesses the following minimum qualifications:
1. A minimum of three (3) years of experience in Streambank Restoration and other bodies of water.
 2. Demonstrated financial and construction capacity to undertake a project of this magnitude.
 3. Experience and knowledge with capacity for design and engineering services related to streambank restoration needs. Familiarity with nature-based solutions a plus.
 4. Thorough knowledge and understand of water construction requirements in North Carolina.
 5. Disadvantaged Business Participation encouraged.
 6. The Town of Kernersville and the State of North Carolina each have established goals of meeting the definition of an equal employment opportunity provider under 41 CFR 60-1.4(b). This grant has confirmed **Davis Bacon Act agreement** (40 U.S.C. 3141-3148) with construction contracts in excess of \$2,000 awarded by non-federal entities has included a provision of compliance. 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.
- C. The resulting construction must be complete by July 30, 2027. The Town of Kernersville may amend or extend this contract beyond the deadline to accommodate the terms and conditions of the FY25 Community Grant award or future EPA grants awarded to Town of Kernersville.

STANDARDS:

A. **Davis-Bacon Act WD #NC20250019 & #NC20260083:** Awarded contractors acknowledge and agree to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#). Under this grant funded project, the Davis-Bacon Act applies, please review prevailing wage determination above and attached for Forsyth County (Attachment F&G).

B. **American Iron and Steel: 2 CFR 200.327:** The Community Grants Program funding requirements follow the State Revolving Fund requirements for American Iron and Steel (AIS). The AIS provision requires Clean Water State Revolving Fund and Drinking Water State Revolving Fund assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Contractor acknowledges to and for the benefit of the Town of Kernersville and the State of North Carolina that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

C. **STEP Certification Process Required:** EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step

certification process is a method to ensure that producers adhere to the American Iron and Steel (AIS) requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attachment H, are sample certifications. These certifications should be collected and maintained by assistance recipients. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

Step certification letters for AIS compliance must be completed by the contracted entity.

- D. **Build America Buy America (BABA): 2CFR 200.327:** The 2021 Infrastructure Investment and Jobs Act ("IIJA") includes the Build America, Buy America Act that requires projects using funds from a Federal financial assistance program for infrastructure must ensure all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

The Contractor acknowledges to and for the benefit of the **Town of Kernersville** and the Environmental Protection Agency (EPA) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Town and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the

requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Town or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Town or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Town or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Town). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Town for the funding of its project, the Town and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Contractor and subcontractor to abide by 2CFR 200.347 Appendix II part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

- E. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
- a. Contracts for more than the simplified acquisition threshold, 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.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
 - c. **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."
 - d. **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.

- e. **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.
- f. **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.

- g. **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).
 - h. **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](#).
 - i. **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.
- F. **E-Verify Requirements Apply to Public Contracts**: Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the Town’s responsibility to comply with E-Verify, the successful consultants will be required to submit the completed E-Verify affidavit on the following page at execution of this contract.

- G. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**: The Contractor shall comply with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement),” 2 C.F.R.

180. These provisions apply to each contract at any tier for a federally required audit (irrespective of the contract amount) and to each contract at any tier that must be approved by an U.S. or State of North Carolina Department official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates and subcontractors are eligible to participate in this federally or state funded contract and are not presently declared by any Federal or State department or agency to be:

- a. Debarred from participation in any federally or state assisted award;
- b. Suspended from participation in any federally or state assisted award;
- c. Proposed for debarment from participation in any federally or state assisted award;
- d. Declared ineligible to participate in any federally or state assisted award;
- e. Voluntarily excluded from participation in any federally or state assisted award;
- f. Disqualified from participation in any federally or state assisted award.

- H. **Iran Divestment Act**: As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

CONTRACTOR/SUBCONTRACTOR REQUIREMENTS:

Prime contractor awarding subcontracts must take steps to the fullest extent practicable by making the following six good faith efforts related to Disadvantaged Business Enterprises (DBE's).

- A. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- B. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- D. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CONSULTANT/CONTRACTOR SELECTION:

The most qualified firm will be evaluated and selected based on the following:

1. **Demonstrated Experience:** Consideration toward those with prior experience in performing similar work over the past three years, to include the company's technical and organizational resources available for implementing streambank restoration (30 points).
2. **Capacity/Scheduling:** Demonstrated capacity to design and build streambank restoration infrastructure within the timeframe outlined in the project schedule (25 points).
3. **Planning and Design:** Describe activities the selected firm will undertake to develop and finalize the project, including review of conditions, feasibility options, analyzing environmental impact, preparing design and construction documents, and aligning construction with relevant permits if needed (30 points).
4. **Financial and Legal:** Provide details on legal issues arising within the past 5 years. (Pass/Fail).
5. **References & Past Performance:** (Pass/Fail)
6. **Minority/Women Owned Business Participation/Disadvantaged Business Enterprise:** (5 points)
7. **Safety & Risk Management:** Measures to protect nearby residents and maintain public safety while minimizing impacts and disruptions associated with construction activities. Provide evidence and or training completed for safety measures practiced (10 points).

Total available points: 100

Rating and Selection Team: A selection committee has been established to review and evaluate all documentation submitted in response to this RFQ. The committee will conduct a preliminary evaluation of all documentation to determine that interested firms are qualified to perform the required services.

Following a review of the qualified submittals, the selection committee will rank the firms based on the criteria identified above. The Town shall then select and commence contract negotiations with the firm whose response is ranked most advantageous to the Town of Kernersville. If a contract cannot be negotiated with the highest ranked firm, negotiations with that firm shall be terminated and negotiations shall be initiated with the next highest ranked firm. Contract award and authorization will be sought from Town Board of Alderman.

It is the Town of Kernersville's intent to make a selection in a timely manner following the submittal date. The Town reserves the right to reject any or all qualifications or to waive any and all formalities and the right to disregard all non-conforming or conditional qualifications and to enter into a contract with the firm or firms that will serve in the best interest of the Town. The Town is not legally required to enter into a contract as a result of this RFQ. All deliverables will become the property of the Town.

ANTICIPATED SCHEDULE FOR SELECTION PROGRESS:

Contractual Milestone	Date(s)
RFQ Issue Date	06/26/2026
Site Tour / Questions Due (Meet at mailboxes behind 1279 Micol Lane)	07/08/2026 @ 10am
Question responses provided via an addendum 1	7/13/26 @ 4pm
1 st RFQ Submittal Due Date	07/24/2026 @ 4pm
RFQ Re-Issue Date	07/31/2026
Further questions provided via an addendum 2	08/07/2026
2nd RFW Submittal Due Date	08/14/2026 @ 4pm
Selection of firm, negotiation, design proposal, etc.	08/19/2026
Recommendation to Town Board of Alderman prepared	08/19/2026
Town Date/Approval	08/26/2026
Contract executed	TBD

SUBMISSION GUIDELINES:

Each RFQ response should contain the following:

- A. **Cover letter** on company letterhead by a member of the firm with authorization to contract professional services. To include company name, mailing address, phone number and email address.
- B. **Statement of Qualifications**: Identify and describe the qualifications of the firm and professional services that may be provided.
- C. **Project Team & Project Management**: Identify the proposed project team and key personnel: Provide a list of licensed contractors, and design professionals to include a brief resume of the project manager to include years of experience, certifications and education. Describe briefly how projects will be successfully managed. Be sure to include experience with managing previous Streambank Restoration projects if eligible.
- D. **Project Schedule**: Describe the planned and envisioned workload of the proposed team members for the timeframe of this contract with verification of project completion within timeframe proposed.
- E. **Terms and Conditions of the Contract**: The Town proposes to enter into an agreement utilizing standard design build contracts. This information will be provided to the selected consultant(s) during contract and scope negotiations. **Either include in this section a letter from a conventional financial institution evidencing the ability to obtain a minimum \$2-3 million dollar line of credit for this project, or add such a letter as an attachment.**
 - a. Proposals must be received in a paper form.

- b. **Performance and payment bonds** [G.S. 143-129 (b)]. Owner's requirements as to performance and payment bonds and insurance.
Performance and payment bonds will be required of the successful firm during contract negotiations.
- c. A licensed general contractor must oversee the project since over \$30,000.
- F. **References:** Project reference list describing at least two (2) projects completed within the past three to five years that represent the strengths and unique qualifications of the team. The list should contain project titles, locations, start and end dates, name of project managers, and name, phone number and email address of references.
- G. **Format:** RFQ responses must be submitted via mail or in person and be 12pt font size and limited to no more than **15** pages excluding the cover page and cover letter single sided.
- H. **Questions:** Any questions regarding this RFQ can be submitted to Project Manager, Wendi Hartup whartup@toknc.com in writing no later than **08/07/2026**. Responses will be provided via an addendum by **08/10/2026**.
- I. **Insurance Requirements:** A copy of the firm's Certificate of Insurance (COI) and completed W-9 will be required at the time of selection.

Insurance	Minimum Amount
a. Workers' Compensation Statutory Liability	\$500,000
b. General Liability	\$1,000,000 (medium risk) \$5,000,000 (high risk) Each occurrence
c. Automobile Liability	\$1,000,000 CSO
d. Pollution Liability	\$1,000,000
e. Umbrella	\$1,000,000 (medium risk) \$2,000,000 (high risk) \$9,000,000 (specialty)
f. Professional Liability	\$1,000,000 (medium risk)

SUBMISSION DATE:

Submittals after this deadline will not be considered. **Only hard copies will be accepted either IN-PERSON or by MAIL.** Proposals can be mailed or hand delivered to the address below.

Firms submitting proposals are encouraged to carefully check them for conformance to the requirements stated above. If submittals do not meet these requirements, they will be disqualified. **No exception will be granted.**

Hard copy submittals must be printed double-sided and are limited to a total of 15 **printed pages**, excluding cover, cover letter, and table of contents, which may or may not be provided at the discretion of the respondent. A sheet which has content on both sides shall be considered 2 pages. Respondents are requested not to include other generalized marketing information.

Three (3) copies of the formal proposals should be submitted. The copies shall be sealed in an envelope marked "DESIGN-BUILD SERVICES FOR BEESON CREEK STREAMBANK RESTORATION"

Firms will be promptly notified.

Proposals can be mailed/hand delivered to:

ATTN: Wendi Hartup, Stormwater Manager
Town of Kernersville
509 Michael St.
Kernersville NC 27284

Bond: Performance and payment bonds to be required during contract period and supplied by the engineering firm **(see addendum 1 for other options)**.

The Town of Kernersville is an Equal Opportunity Employer and invites the submission of proposals from small and minority and women-owned firms, historically underutilized businesses.

ATTACHMENTS:

Attachment A: Map of Project Area

Attachment B: EPA Grant Award

Attachment C: EPA Categorical Exclusion-Beeson Creek Stream Restoration2024

Attachment D: 2016 Nov-Feasibility Plan Sheets Phase I and II

Attachment E: 2016 Nov-Feasibility Study Beeson Creek Phases 1 and 2

Attachment F: Davis Bacon Prevailing Wage Construction NC20250019

Attachment G: Davis Bacon Prevailing Wage Construction NC20260083

Attachment H: Sample STEP certification for AIS

Attachment I: Site tour parking location map