City of Hendersonville, NC

Addendum # 2

Request for Proposal # _271565001_

Forestry Consultancy Services

Date Issued: 11/19/26

PART 1: RFP DUE DATE EXTENSION

- The RFP Due Date has been extended to Wednesday, November 25, 2026 at 2:00 PM EST.

PART 2: QUESTIONS AND ANSWERS

1. In reference to 4.c. How much of the forested park areas will be included in the inventory (forest vs. park)?
    - All forested park areas will be included in the inventory.

2. In reference to 2.D.5. Is there flexibility once under contract to add or remove assigned staff working on the project?
    - Yes, as long as this does not increase overall project cost.

3. In reference to 2.D.6. When giving an hourly rate for assigned staff are you looking for a general rate for the position or a specific rate per the individual?
    - This would be the specific rate per the individual.

4. Can the City provide GIS shapefiles showing exact limits of park properties, and public rights-of-way that are included in the inventory?
    - View https://hendersonville.maps.arcgis.com/apps/dashboards/7e45ce0d67774281bce7ee3f2a821ba7# for previous tree canopy data information and view https://gisweb.hendersoncountync.gov/gisweb/ for additional information.

5. Does the City have a preferred tree inventory software platform that is required?
    - No, we do not.

6. What software formats are preferred for final GIS deliverables (file geodatabase, enterprise geodatabase, shapefile, ArcGIS Online, etc.)?
    - File geodatabase is preferred however the City can use all the mentioned formats.

7. Can the City provide any existing tree canopy assessments, LiDAR datasets, aerial imagery or related GIS datasets that should be used as baseline information?
    - View https://hendersonville.maps.arcgis.com/apps/dashboards/7e45ce0d6... for previous tree canopy data information and view https://gisweb.hendersoncountync.gov/gisweb/ for additional information.

8. Does the City have preferred reporting geographies for canopy analysis beyond those required by NCFS?
    - No, the City does not.

9. Are there existing City plans (e.g., urban forestry, sustainability, parks, green infrastructure, etc) that should be incorporated into the Management Plan?
    - Yes, please view the Gen H Comprehensive Plan here: https://www.hendersonvillenc.gov/sites/default/files/uploads/departments/planning/Comprehensive_Plan/gen_h_comprehensive_plan_sp.pdf, Parks & Greenspace Master Plan here: https://www.hendersonvillenc.gov/sites/default/files/uploads/departments/parks/coh_parksgreenspaceplan_240930-002.pdf

10. How many stakeholder meetings, workshops, advisory committee meetings, and public engagement events should be assumed in the base scope?
    - The consultant should assume one in person meeting to City Council, two in person workshops, and 2 virtual meetings.

11. Should proposers assume both in-person and virtual meetings?
    - Yes.

12. Is there a desired interim milestone schedule prior to the September 30, 2028 completion deadline?
    - The tree inventory and tree canopy cover assessment would ideally be completed by 2027 with the Urban Forestry Management Plan required to be completed by September 2028.

13. How many City review cycles should be assumed for draft inventory findings and draft management plan deliverables?
    - One.

14. Are there any DBE, MBE, WBE, disadvantaged business, or other participation goals associated with this federally funded project?
    - No, there are not.

15. Is there a page limit for the overall proposal, excluding resumes and work samples?
    - No, there is not but please try and stay 25 pages or under.

16. The inventory specification permits submeter GPS, three-meter GPS, or aerial point plotting in the data-field section, but later specifies submeter mapping-grade equipment, decimeter capability, and CORS post-processing. Which positioning method and delivered accuracy govern? Will real-time corrected GNSS be accepted in place of CORS post-processing?
    - GPS coordinates will be collected by point plotting on georeferenced aerial photography, or using sub-meter high accuracy GPS units, or low accuracy three-meter accuracy units. Any of these methods are acceptable.

17. Please provide estimated tree/planting-site counts and inventory boundary GIS. Please confirm whether wooded park interiors are excluded, with park inventory limited to mowed areas, margin trees, and qualifying boundary trees; identify any minimum tree size.
    - There is an estimated 20,710 trees for the inventory. Wooded park interiors are not excluded and there is no minimum tree size. Refer to Henderson County's online GIS system at https://gisweb.hendersoncountync.gov/gisweb/ to view City limits and ETJ boundaries.

18. Please confirm the required inventory software subscription term, number of users, mobile access, training/support, hosting period, and post-contract data access. Should both annual and multiyear subscription prices be provided?

- Four users is sufficient with the subscription term ideally annually. Mobile access is preferred. Please include if there is any discount for multiyear subscriptions.

19. Should proposers complete the NCFS per-tree/site pricing table in addition to the City Bid Response Sheet? Where counts are unknown, how should quantities be priced, and how will final quantity changes be handled?
    - This is recommended but not required. Consultants should provide their best estimate on tree counts.

20. Please define "statistical confidence 94% or greater," including the required validation method and acceptance metric. Please also identify any required ecosystem-service model or valuation method.
    - The statistical confidence is the degree of reliability that a sampling method captures accurate data. A 94% statistical confidence indicates that 94% of the time, the sampling method will yield accurate data

21. Please provide City/ETJ boundaries and relevant analysis layers. Is latest available NAIP imagery acceptable even if it predates Hurricane Helene, or is post-storm imagery required? Is comparison with a prior canopy assessment required, and will that dataset be supplied?
    - View https://hendersonville.maps.arcgis.com/apps/dashboards/7e45ce0d6... for previous tree canopy data information and view https://gisweb.hendersoncountync.gov/gisweb/ for additional information. Post-Hurricane Helene imagery is required along with comparing with the previous tree canopy assessment completed which is provided.

22. Please provide the NCFS Basic Planting Site Standards Guidance referenced by the inventory specification, or confirm acceptable equivalent criteria. Please also provide the City's numeric work-priority definitions and clarify whether one priority field may satisfy both the management-priority and work-priority requirements.
    - The NCFS Basic Planting Site Standards Guidance can be found here: https://www.ncagr.gov/divisions/nc-forest-service/NCFS-UCF_Basic_PlantingSite_Standards_Guidance.pdf/open The City does not currently have numeric work-priority definitions so the consultant may use their preferred method.

23. Please clarify whether separate commercial general liability and professional liability policies are required, their limits, and which policies must name the City as additional insured.
    - Separate liability insurance is not required as long as all specified requirements are included in the one policy. The City shall be listed as an additional insured on any professional insurance policies required.

24. What consulting budget is available, and what additional federal/pass-through contract provisions, certifications, or registrations apply?
    - The City was awarded a grant of $259,619.20 for the overall project.

25. What minimum number and format of staff, board, stakeholder, and Council meetings should be included? Are surveys, workshops, or outreach materials required?
    - The consultant should assume one in person meeting to City Council, two in person workshops, and 2 virtual meetings. A public input survey will be completed however, the City will finalize survey questions with consultant and be responsible for collecting survey responses and relaying overall findings with the consultant.

26. The main RFP requests three references from the last three years, while the canopy specification requests three municipal customers from the last two years. May one list satisfy both when qualifying, with separate canopy references supplied otherwise?
    - One list of references over the last three years is sufficient.

27. Please confirm the required package label: the RFP number is 271565001, but the submission instruction states 271564001.
    - RFP # 271565001 should be used.

28. How many presentations of final findings and recommendations to City Council and Tree Board are required?
    - Two final presentations are desired.

29. Can the City provide estimated quantities for street trees, street planting sites, public-property trees and stumps, together with the property list and inventory boundary layers?
    - There is an estimated 20,710 trees for the inventory. As per page 12 of the RFP, only those portions of the NCFS Urban & Community Forestry Best Management Practices Specifications applicable to the services included in this RFP shall apply. Specifications related to actual tree planting, pruning, removal, or other tree-maintenance construction activities are not included in the consultant's base scope unless otherwise specifically authorized by the City.

30. For parks and public properties, does the scope follow the NCFS mowed-area, margin-tree and border-tree rules, or also require individual inventory of wooded interiors?
    - All forested park areas will be included in the inventory, including wooded interiors.

31. Can bidders obtain the City/ETJ boundary, ROW-width, public-property, land-use, zoning and other available reporting layers before the proposal deadline?
    - View https://hendersonville.maps.arcgis.com/apps/dashboards/7e45ce0d6... for previous tree canopy data information and view https://gisweb.hendersoncountync.gov/gisweb/ for additional information. Further information will be made available to the awarded consultant.

32. Is there a Sample Contract available for review?
    - A sample contract is attached as Exhibit A.

33. Are there any related bid tabs available for review?
    - No, there are not.

34. Page 11 – 4.A: Could the three referenced attachments be made available?
    - Yes, those can be found here:

      https://www.ncagr.gov/divisions/nc-forest-service/NCFS-UCF_TreeInventory_Request_Proposals_Specification.pdf/download?attachment

      https://www.ncagr.gov/divisions/nc-forest-service/NCFS-UCF_CanopyCoverAssessment_Request_Proposals_Specifications.pdf/download?attachment

      https://www.ncagr.gov/divisions/nc-forest-service/NCFS-UCF%20Best%20Management%20Practices%20Specifications.pdf/download?attachment

35. Page 12 – 4.B: Has the City completed a tree canopy cover assessment before, and would that data be available to compare against?
    - View https://hendersonville.maps.arcgis.com/apps/dashboards/7e45ce0d67774281bce7ee3f2a821ba7# for previous tree canopy data information.

36. Page 12 – 4.B: How many historic time frames would the City like to analyze tree canopy cover?
    - Please compare tree canopy with imagery from the 2023 tree canopy assessment (linked above) and post-Hurricane Helene imagery.

37. What engagement activities are expected to be completed in-person versus virtually?
    - Please refer to the answer in Question Y above.

38. Besides meeting with the Tree Board and Environmental Sustainability Board, what other stakeholder engagement is desired?
    - City Council and results from a public input survey (completed by the City of Hendersonville) will comprise this.

39. Is it anticipated that presentation to the City Council and Tree Board will occur at the same time, and in person, or will they be at different times (for example: presenting virtually to the Tree Board first to incorporate feedback into the final plan/presentation)?
    - Refer to the answer in Question J.

40. Page 14 – 4.F: Will a tree canopy cover assessment report be required or will incorporation of the tree canopy cover assessment in the urban forestry management plan suffice?
    - There will be a separate tree canopy cover assessment.

41. Pg. 16: Would the City consider removing the requirement to provide current copies of insurance policies on an ongoing basis and instead allow the submission of a Certificate of Insurance (COI) as evidence that the required insurance coverage is maintained?
    - The City may consider this option with the awarded consultant however consultants should be able to follow the insurance policy requirement stated.

EXHIBIT A:

SAMPLE CONTRACT

THE CITY OF HENDERSONVILLE
160 6TH Avenue East
Hendersonville, NC 28792
(828) 697-3000

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

FIRM: **Xxxxxxxxxxxxxxxxxxx**
XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXX
(XXX) XXX-XXXX

PROJECT: **XXXXXXXXXXXXXXXXXXXXXXXXX**
PROJECT DESCRIPTION: **XXXXXXXXXXXXXXXXXXXXXXXXX**
XXXXXXXXXXXXXXXXXXXXXXX (“Project”).

PROJECT NUMBER: **XXXXXXXX**

This Contract for Professional Consulting Services, and all exhibits, (collectively this “Contract”) is entered into this _____day of _____, 20_____ by and between, the City of Hendersonville, a municipal corporation of the State of North Carolina, (the “City”) and, XXXXXXXXXXXXXXXXX, a North Carolina XXXXXXXXXXXXXX, having an address of XXXXXXXXXXXXXXXXXXXXXXXXXXX (the “Firm”)

WITNESSETH

That for and in consideration of the mutual promises set forth in this Contract below, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Firm agrees to perform for the City the following services according to the following requirements:

   The Firm agrees to provide the professional consulting services needed to complete the Project. Such professional consulting services shall constitute the “Work.” The Scope of Services and Firm’s Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Unless otherwise specifically stated herein, all services will be provided on a lump sum, task-based basis, as specified on Exhibit C. Any services not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by City before proceeding to perform such Additional Services.

   The Firm will be responsible for providing properly licensed professionals to complete the Work in accordance with the standard of care ordinarily used by members of the Firm’s consulting profession practicing under similar circumstances and at the same time in Henderson County. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to indemnify and save harmless the City from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its consultants, technicians or subcontractors.

   The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the City’s own forces to avoid delaying or interfering with their work.

   The Firm must be properly authorized to conduct business in the state of North Carolina.

   The City reserves the right to terminate the professional service contract of the Firm based on the Firm’s breach of this Contract (ex: schedule, responsiveness, quality of consult, accuracy of documents etc.) or for convenience. The City reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the City and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit C.

2. Required Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.

3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Marketing Use. The use of this project for marketing and reference purposes is subject to the City's consent.

5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City and shall conclude with the conclusion of the Project, unless sooner terminated as allowed by the Contract Documents.

6. Payment for Services. In consideration of the above services, the City will pay the Firm lump sum, tasked-based basis, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, up to, but not exceeding, the not-to-exceed-sum stated in the Fee Schedule in Exhibit C. Unless otherwise specifically stated in Exhibit C, reimbursables shall be billed at the Firm's actual cost, and shall count against the not-to-exceed sum stated. Firm will submit monthly invoices for Work performed during the month based upon the Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Invoices must be detailed as to time worked and tasks performed, materials used, and reimbursables billed. If any invoice is disputed by the City, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

7. Federal Funding. The Firm acknowledges that all or a part of the Work will be paid for or reimbursed to the City by Federal funding. Therefore, Firm agrees to adhere to and comply with all State and Federal and local laws, rules and regulations applicable to the Work. Federal requirements are contained within the City's Federal Funding Addendum, attached hereto and incorporated by reference as an integral part hereof.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this _____ day of _____, 20_____.

XXXXXXXXXXXXXXXXXXXXXXXX

BY:_____(SEAL)
Signature

_____
Printed Name and Title

THE CITY OF HENDERSONVILLE

BY:_____(SEAL)
John Connet, City Manager

This instrument has been preaudited in that manner required by the North Carolina Local Government Budget and Fiscal Control Act.

_____
Finance Director, City of Hendersonville

STANDARD TERMS & CONDITIONS

1. **Acceptance**. Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, & C hereto, and (iii) any other terms and conditions of a written agreement signed by Firm and the City that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Firm and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
2. **Entire Agreement**. The Contract Documents constitute and represent the complete and entire agreement between the City and Firm and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions**. No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the City. However, the Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties**. The Firm is an independent Professional Consulting Company and not an affiliate of the City. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the City. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **Taxes**. Any applicable taxes paid shall be itemized on invoices.
6. **Sales Tax Affidavit**. With each invoice the Firm shall submit a sales tax affidavit, on a form provided by the City, for all sales tax paid in the performance of the portion of the Work represented by the submitted invoice. The Firm shall include with the affidavit all invoices or other documentation necessary to evidence the sales tax paid. If no sales tax was required to be paid for the portion of the Work represented on the invoice, then the Firm shall submit a sales tax affidavit showing $0.00 sales tax paid.
7. **Substitutions**. No substitutions or cancellations shall be permitted without prior written approval from the City.
8. **Indemnification**. To the greatest extent allowed by the law the Firm shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Consulting Services. All invoices and statements shall reference the City's Purchase Order Number, Contract number(if applicable) and Project Number, and shall be submitted to: City of Hendersonville, Accounts Payable, 160 6th Avenue East, Hendersonville, North Carolina 28792.
10. **Anti-Discrimination**. During the performance of the Contract, the Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance**. The Firm shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Firm shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting**. By submitting their prices and acceptance of this Contract, the Firm certifies that their

proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts**. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance**. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment**. The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
16. **General Provisions**. The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Obligations of the Firm.** The Firm shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any consult documents, drawings and specifications applicable to the Work. The Work shall also adhere to all applicable federal, state and local laws, codes, ordinances, and regulations.
18. **Quality and Workmanship**. The Firm shall perform all Work in accordance with this Contract and the standard of care ordinarily used by members of the consulting profession practicing under similar circumstances and at the same time in Henderson County.
19. **Default**. Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon a material breach by the other Party unless the alleged default is cured within the thirty (30) day notice period. The nonbreaching party shall have all remedies available at law or in equity in addition to any remedies provided in this Contract for material breach. In the event of a material breach by the Firm the City may procure upon such terms as the City shall deem appropriate, professional consulting services substantially similar to those so terminated, in which case the Firm shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith.
20. **Termination for Convenience**. The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) consecutive calendar days notice in writing from the City to the Firm. If the Contract is terminated by the City in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred at actual cost to the Firm up to the effective date of the termination. The City will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Instruments of Service and Work for Hire.** All Work performed by the Firm, and all data compiled, shall be considered Instruments of Service and Work for Hire, and shall be the Property of the Owner. The Firm shall retain a license in the Work performed and data compiled to use for the Firm's own purposes, and not for the benefit of any third party without the City's consent. The terms of this Paragraph shall survive the termination of this Contract for any reason, including but limited to for a material breach of either Party, or for the convenience of the Owner. In the event this Contract is terminated for any reason, the City shall be entitled to keep and use all consult work provided by the Firm and all data compiled by the Firm. All representations and obligations with respect to the Work by the Firm under this Contract shall survive termination of this Agreement unless this Contract is terminated by the Firm for the City's material breach, in which case use by the City of the Firm's consult work and data compiled shall be at the City's own risk, and without any representation by the Firm as to its accuracy or fitness for any purpose.
22. **Assignment**. Firm may not assign, pledge, or in any manner encumber the Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent.
23. **No Third Party Beneficiaries**. There shall be no intended nor incidental third party beneficiaries of this Contract. The Firm shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
24. **Valid Contract**. In order for this Contract for Professional Consulting Services to be valid, it must be executed by the City

Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.

25. **Verification of Work Authorization.** The Firm shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
26. **Iran Divestment List.** With the execution hereof, Firm, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
27. **Severability**. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
28. **Companies that Boycott Israel List.** With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Firm shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $100,000.

b. Comprehensive General Liability Insurance

The Firm shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: $1,000,000 per occurrence / $2,000,000 aggregate
Property Damage: $100,000 per occurrence / $300,000 aggregate
Or,
Bodily Injury and Property Damage, combined single limit (CSL): $1,000,000 per occurrence / $2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. **Other Insurance**

The Firm shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Firm shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

EXHIBIT B

FIRM'S SCOPE OF SERVICES

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX will provide the following consulting services in coordination with City staff and other contractors:

[The Scope of Services is attached hereto and incorporated by reference herein.]

EXHIBIT C
Fee Schedule for the Work

Services	Fee Type	Fee
A. XXXXXXXXXXXXXXXXX	Lump Sum	$XXX
B. XXXXXXXXXXXXXXXXX	Lump Sum	$XXX
XXXXXXXXXX		
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	**$XXXXXXX.00**

The total fee for the completion of all Work contained in the Scope of Services shall not exceed $XXXX, including all reimbursable expenses, which shall be billed at the Firm's actual costs.