

ADA Transition Plan Update RFQ For the City of Hendersonville, NC



Issued Date

8/16/2023

DUE DATE

9/11/2023

E-Mail Contact

Brandon Mundy
Public Works
Superintendent
bmundy@hvlnc.gov

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The City of Hendersonville, NC (hereinafter referred to as the “City”) desires to contract with a qualified consultant firm for the evaluation of sidewalks along City- owned right-of-ways, to identify needed changes to comply with current American with Disabilities Act (ADA) regulations and to generate a City ADA Transition Plan update. The City is committed to identifying and working towards amending all sidewalks within City right-of-ways, to conform to ADA standards and regulations.

The plan will set forth guideline standards for budgeting, implementing, and maintaining ADA compliance throughout City right-of-ways.

I. Background

The Americans with Disabilities Act (ADA) is a Civil Rights law that ensures equal opportunity in the areas of employment, state and local government services, public accommodations, and telecommunications. In accordance with the ADA, state and local governments are obligated to conduct self-assessments of their facilities, programs, activities, and services. Agencies then must create a Transition Plan to address any identified barriers by providing suggested remedies, cost analyses, and a timeline in which to eliminate these barriers. In effect, an ADA Transition Plan is a document which demonstrates how government entities transition toward compliance with the ADA in a specific timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in the most integrated manner possible, it does not require agencies to make structural changes to existing facilities if compliance can be achieved by alternate means.

Title II of the ADA requires that a public entity must reasonably modify its policies, practices, and procedures to avoid discrimination against people with disabilities. This Request for Qualifications (RFQ) requests a third-party Consultant to assist the Town’s departments with identifying current physical barriers to accessibility as related to sidewalk facilities. In addition, the Consultant will also assist in developing an ADA Transition Plan to move towards ADA compliance in accordance with all applicable North Carolina codes and all provisions of the Americans with Disabilities Act of 1990 (ADA) as amended by the Americans with Disabilities Act Amendments of 2008.

II. Scope of Services

The City is seeking a qualified and experienced consultant to evaluate and update the City's ADA Transition Plan for sidewalks in City right-of-ways. At a minimum, the Scope of Services to be provided should include the following:

- Initiation- The Consultant will work with the City to identify an ADA work group with members of the City Public Works Department to carry out the effort necessary to complete the process.
- Facilities Survey/Inventory-Sidewalks within City maintained public rights-of-way should be assessed by the Consultant firm staff. The proposed scope of the assessment should be defined in the response. At a minimum, the scope must include:
 - Right-of-way sidewalk miles
 - Vertical height displacement
 - Absence of curb ramps
 - Demolition & replacement needs
 - Absence of detectable warnings
 - Curb ramp running slope
 - Curb ramp cross slope
 - Curb ramp width
 - Top of ramp landing size
 - Sidewalk obstructions
 - Missing sections of sidewalk

The information shall be contained in a database that can be updated by City staff using the City's existing software resources and at a minimum shall be provided as a Microsoft Excel table and ArcGIS shapefile. There are an estimated 59.6 miles of sidewalk to be surveyed.

- Maintenance Plan- The Consultant shall develop a maintenance plan from the self-evaluation. The Consultant will complete elements of the maintenance plan, to include barriers that limit the accessibility and methods to remove the barriers. The Consultant will develop a priority list of projects and coordinate with the work group to review the prioritization tiers and person(s) responsible for implementation. The Consultant shall provide cost estimates for facilities in the public rights-of-way.

The Consultant will attend one meeting of the City Council to present the plan findings and recommendations.

III. Project Deliverables

The anticipated project deliverables include, but are not necessarily limited to, the following:

- Evaluation Process, including list of items to evaluate and responsible parties
- Final Evaluation Report
- An additional In-person attendance at a separate meeting to present findings and recommendations
- GIS shape file and table in MS Excel of facilities in the public right-of-way
- Biweekly communication between Consultant and staff
- 5 year maintenance plan with cost estimates.

IV. Coordination with City Staff

The Hendersonville Public Works Department will be responsible for managing the project and overseeing the selected consultant's contract. Department staff will be involved throughout the project in reviewing draft documents, assisting with public outreach, preparing public notices, and bringing the final document through the Board and Council review process. Brief bi-weekly update and coordination meetings with the Public Works Department are anticipated and can be conducted virtually.

V. Timeline

The project is targeted for completion by or before December 1, 2023.

VI. Content and Format of Response

Interested firms must submit one (1) signed electronic (PDF) version of the ADA Self Evaluation and Transition Plan statement of qualifications. The response should not exceed 10 to 15 pages excluding Required Appendices and sample report. The response must be received by the City before 12:00 p.m. on September 1, 2023. Responses should be emailed to the following addresses:

Twooten@hvlnc.gov
Bmundy@hvlnc.gov

Responses received after the deadline will not be considered unless the submission deadline is re-advertised and extended. Any requirements contained in the RFQ that cannot be met must be indicated in the response. The following information shall be provided, at a minimum, in the same order listed:

- Cover Letter/ Letter of Intent- Introduction letter with intent as it pertains to the RFQ.

- Corporate Background and Experience- This section should include background information on the organization and provide details of the experience from similar projects of firm staff that will be assigned to this project. Applicants should provide background information on at least three projects for which the Consultant was primarily responsible. Each summary should include a description of the project, including scope; a description of services provided by the Consultant; the key principal and associated staff involved, along with staff responsibilities; initial and final project schedule, including an explanation of delays, if any. Include in this section any prior experience with the Town.
- Team Organization and Experience- This section should include the proposed staffing, deployment, and organization of personnel to be assigned to this project and information as to the experience of professional personnel to be assigned to the project. Specific responsibilities should be listed for team members to be assigned to the project.
- Project Understanding, Approach, and Schedule- This section should include in narrative, outline, and/or graph form the Consultant's approach to accomplishing the project tasks outlined in the Scope of Services section.
- Pending Lawsuits- Please provide a list of any pending or settled lawsuits in which the Consultant or team firm was involved during the past five years.
- References- A list of three references for each firm to be involved in the project including a name, title, phone number and email address for an individual with each organization that can be contacted with questions. The references shall be specific to ADA Transition Plan development within the past four years.
- Sample report completed for a similar project.
- Cost Estimate- The cost estimate of implementing the updated plan shall be provided with the Facilities Inventory, assuming approximately 59.6 mile of sidewalks.
- Signed Conflict of Interest form- This form, "Attachment D" of this RFQ, will need to be completed in its entirety and included with the submission.

VII. Evaluation Criteria and Selection Process

The City of Hendersonville will evaluate submittals in context of the respondent's overall capabilities and experience. Submissions will be evaluated based on the following criteria:

1. 25% Relevant Project Experience: Consultant's project specific experience in development of ADA Transition Plans.
2. 25% Project Manager: Demonstrated experience in projects of similar type and qualifications.
3. 25% Project Approach: Project understanding and ability to meet project deadlines.
4. 25% References

If awarded, the City intends to award the contract to the most qualified firm based on the criteria established above. The City may elect to conduct interviews prior to evaluating the statements of qualifications received.

Once the firms are evaluated, a detailed scope of services and a fair and reasonable price for the work will be negotiated with the highest ranked firm. If these negotiations are unsuccessful, the City will negotiate with the next highest ranked firm. The City will continue in a like manner until negotiations are successful. The successful firm will be required to enter into the City's standard Professional Consulting Services Agreement, attached to this RFQ. Now withstanding the foregoing, the City may elect to terminate the process at any time.

VIII. Submittal Review Schedule

The estimated schedule for review of submittals and consultant selection is identified below. The following dates are tentative and subject to change.

Release of RFQ – August 16, 2023

Questions on RFQ due by – August 28, 2023

12:00 p.m. on September 11, 2023: Submission deadline

Early September, 2023: City staff review of submittals

completed Late September 2023: Selected firm notified

& Contract finalized August 2023: Project commences

IX. Questions and Clarifications

Questions related to this RFQ should be addressed via email to Brandon Mundy, Public Works Streets Superintendent, (bmundy@hvlnc.gov).

The answers to questions submitted that require a response will be available to all interested firms in the form of an addendum posted on the City's website on the RFP/Q's and Bidding Page. There will be no last date of addendum for this solicitation.

X. Disclaimers

1. The City of Hendersonville reserves the right to reject any responses to this RFQ that do not meet the selection criteria, to waive minor irregularities, and to conduct discussions with any or all respondents. The City accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the City and may be disclosed to third parties at the City's discretion.
2. All proposal packages and materials submitted hereunder become the exclusive property of the City of Hendersonville.
3. Firms submitting proposals shall have no association with elected officials or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee of City staff will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews prior to recommending a firm.
4. No submittal will be accepted from, nor will a contract be awarded to, any respondent who is arrears to the City upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City, or is deemed to be irresponsible or unreliable by the City.
5. The selected firm must have an adequate accounting system to identify costs chargeable to the project.
6. If you have received this solicitation from a source other than the City of Hendersonville, it is the respondent's responsibility to ensure that all addenda have been received.

APPENDIX A

Standard Professional Consulting Services Contract



THE CITY OF HENDERSONVILLE

160 6TH Avenue East
Hendersonville, NC 28792
(828) 697-3000

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

FIRM: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
(XXX) XXX-XXXX

PROJECT: XXXXXXXXXXXXXXXXXXXX
PROJECT XXXXXXXXXXXXXXXXXXXX
DESCRIPTION: XXXXXXXXXXXXXXXXXXXX ("Project").

PROJECT XXXXXXXX
NUMBER:

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, XXXXXXXXXXXXXXXXXXXX, a North Carolina XXXXXXXXXXXXXXXXXXXX, having an address of XXXXXXXXXXXXXXXXXXXX (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. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the City or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit D, which is incorporated herein by reference. The Firm represents to the City that the hourly billing rates are the Firm's standard billing rates. The Firm's hourly rates shown on the attached Exhibit D shall apply throughout the duration of the Work. 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. Unless otherwise specifically stated herein, all services will be provided on a time and materials basis, within the not-to-exceed sum as specified on Exhibit C. If the not-to-exceed sum is reached, the Firm shall complete the Work notwithstanding, with the exception that reimbursables will still be paid to the extent not included in the not-to-exceed limit.

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 on a time and materials 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. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. 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.

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

XXXXXXXXXXXXXXXXXXXXXXX

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
Signature

Printed Name and Title

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.

John Buchanan, 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 & D 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. **(RESERVED).**
6. **Taxes.** Any applicable taxes paid shall be itemized on invoices.
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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX 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
Hourly Fee Schedule for the Work

Services	Fee Type	Fee
A. XXXXXXXXXXXXXXXXXXXX	Hourly	\$XXX/hour
B. XXXXXXXXXXXXXXXXXXXX	Hourly	\$XXX/hour*
XXXXXXXXXX		
	SUB TOTAL	
NOT TO EXCEED TOTAL =		\$XXXXXXXX.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.

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

Additional Services to be performed in accordance with the Firm's Fee Schedule attached hereto and incorporated herein by reference. Allowable reimbursable expenses will be paid at the Firm's actual costs. Allowable reimbursable expenses associated with the provision of additional services will be determined by the Firm and the City at the time the additional services are requested by the City.

APPENDIX B

Public Records Notice

Public Records Notice

- a. Records received by the City of Hendersonville in response to a bid solicitation or a request for proposals are public records and subject to public inspection and copying. Some bid records are public as soon as received by the City, others become public at bid opening and others at bid award.
- b. The Public Records law (N.C.G.S. 132-1 *et seq.*) authorizes the City to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the City may withhold that particular trade secret from a public record inspection request:
 - It is a "trade secret" as defined in G.S. 66-152(3); and
 - It is the property of a private "person" as defined in G.S. 66-152(2); and
 - It is disclosed or furnished to the City in connection with a bid or proposal; and
 - It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the City.
- c. If as part of your bid or proposal, you submit to the City any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of a trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the City will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the City receives a public records request for records you designate as 'trade secret' the City will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of G.S 132-1.2 and G.S. 66-152, and the reasons therefore. The City will require that you indemnify the City in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

APPENDIX C

Conflict of Interest Form

CONFLICT OF INTEREST

The undersigned certifies that:

1. The bidder, to the best of their knowledge, is unaware of any conflict of interest with respect to any City employees, officers, or agents, or their immediate family, or spouse, having any interest, financially or personally, with respect to the bidder.
2. If the bidder believes there is a conflict of interest as described above, the bidder shall disclose below any real or perceived conflict of interest:

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Executed this _____ day of _____, 20_____

By: _____
(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)