

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AMENDMENT #1
REIMBURSEMENT
AGREEMENT BETWEEN CITY OF
GREENSBORO AND UNION SQUARE
CAMPUS, INC

A REIMBURSEMENT AGREEMENT, Contract Number **2014-072C**, was entered into on May 18, 2014 by and between the CITY OF GREENSBORO, hereinafter referred to as “City” and UNION SQUARE CAMPUS, INC, herein after referred to as “USCI,” to provide for funding activities associated with streetscape, infrastructure, and parking design and construction for the South Elm Street Redevelopment Plan area, now known as Union Square at South Elm.

Additional activities are necessary to complete the streetscape, infrastructure, and stormwater improvements and to provide parking for the Union Square Campus location at the corner of East Lee and Arlington Streets; therefore, USCI and the City hereby mutually agree to modify the above Agreement as follows:

Section 1. shall read: (d) Develop, manage, administer and construct City of Greensboro streetscape, infrastructure and storm sewer improvements, and parking required to serve the Union Square Campus location. All plans, specifications, and designs are subject to review and approval by the City and shall be in a form acceptable to it. USCI shall begin or cause to begin the necessary work within ninety (90) days from the date of execution of this Amendment, or this Amendment shall become null and have no effect.

Section 2. shall read: The City agrees to reimburse USCI as set out in Exhibit A to this Amendment. As noted in Exhibit A to this Amendment, the City shall also maintain an additional contingency fund in the amount of **THREE HUNDRED ELEVEN THOUSAND AND SIXTY-EIGHT DOLLARS (\$311,068.00)** (the “Contingency Fund”), which may be used for the purpose of unforeseen conditions encountered through the execution of the project. The Contingency Fund shall be maintained and controlled by USCI and the Director of Planning. Joint consent shall be required to use this fund. The entire reimbursement under the Agreement as amended herein, including the contingency fund, shall not exceed **TWO MILLION SEVEN HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED AND NINETY-EIGHT DOLLARS (\$2,293,398.00.)** Any unused portion of the Contingency Fund shall remain with the City.

Section 6. shall read: The work contemplated in the Agreement and this Amendment must meet the approval of the City and shall be subject to the City’s general rights of inspection and supervision to secure the satisfactory completion thereof.

Section 8. shall read: USCI does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or

injuries of any kind, including environmental, which may arise from the sole negligence of USCI, its agents or employees, or as a result of work performed pursuant to this agreement.

Section 15. shall read: In hiring, contracting, and all other acts, USCI shall abide by all local, State and federal laws and regulations relevant to Minority/Women's Business Enterprises and shall not discriminate on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.

The Contractor shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of race, religion, color, national origin, age, biological sex, or handicap.

Add Section 21. E-VERIFY - USCI certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement as amended herein, it will continue to comply with these requirements. USCI also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement as amended herein to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

Add Section 22. IRAN DIVESTMENT ACT CERTIFICATION - N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

As of the date listed on Exhibit B to this Amendment, USCI certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4.

All other provisions of the original Agreement shall remain in effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the City and USCI have executed this Agreement as of the day and year first above written.

UNION SQUARE CAMPUS, INC.:

ATTEST:

Title: _____

Title: _____

ATTEST:

CITY OF GREENSBORO

City Clerk

By: _____
Nancy M. Vaughn, Mayor

Recommended by: _____
City Manager

Director of Planning

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

Finance Officer

Approved as to form:

City Attorney

**Exhibit A to the Amendment
City Approved Reimbursement Budget**

Activity	Agreement	Amendment	Budget
Construct Surface Parking	0	775,000	\$775,000
Streetscape Construction	0	1,075,000	\$1,075,000
Storm Sewer Construction	431,340	400,000	\$831,340
Design	120,990	0	\$120,990
Construction Admin	0	10,000	\$10,000
Contingency	86,068	295,000	\$381,068
Total	\$638,398	\$2,555,000	\$3,193,398

Exhibit B to the Amendment
Iran Divestment Act Certification Required by N.C.G.S. 143C-6A-5(a)

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's web address www.nctreasurer.com/Iran and will be updated every 180 days.

As of the date listed below, the vendor, bidder, or proposer named herein is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor, bidder, or proposer listed below to make the foregoing statement.

NAME OF VENDOR, BIDDER, OR PROPOSER

DATE

Union Square Campus, Inc.

Signature _____

Printed Name _____

Title _____