

SUPPLEMENTAL AGREEMENT

ON-CALL CONTRACT

**CITY OF GREENSBORO
GUILFORD COUNTY
NORTH CAROLINA**

THIS SUPPLEMENTAL AGREEMENT to an On-Call Professional Services Agreement, made September 4, 2015, by and between the CITY OF GREENSBORO, a municipal corporation in Guilford County, North Carolina, hereinafter called the "CITY" and of HDR Engineering, Inc. of the Carolinas (HDR), hereinafter called the "CONTRACTOR,"

WITNESSETH:

WHEREAS, the City has entered into an On-Call Professional Services Agreement dated February 7, 2013 for a duration of three years with the Contractor; and

WHEREAS, pursuant to said Agreement the Contractor has contracted to perform various specialty coatings installation as requested by the City for various public works projects; and

WHEREAS, the City desires the Contractor to perform the said PFOS Contaminant Evaluation Study according to the terms of the Agreement and the proposal letter attached hereto;

NOW, THEREFORE, it is hereby agreed that the Consultant will perform the professional services described in the attached proposal letter dated July 31, 2015, the proposal being incorporated herein by reference. It is further agreed that the charges and fees for the described services shall not exceed the total sum of One Hundred Forty-Three Thousand Nine Hundred Twenty-One Dollars and Zero Cents (\$143,921). The services shall be performed according to the terms and conditions as described in the basic Professional Services Agreement dated January 29, 2014 to which this Agreement is supplemental.

The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes at all times during the term of this contract. The Consultant shall also require that all of its sub consultants that perform any work pursuant to this contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Consultant", "Sub Consultant" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this E-VERIFY section shall be deemed a material breach of this Agreement and can result in stoppage of the work by the Owner.

Conflict of Interest

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

1. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
2. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
3. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.