

**NORTH CAROLINA  
GUILFORD COUNTY**

**CITY OF GREENSBORO**

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_ day of April 2015, between Union Square Campus, Inc. (hereinafter referred to as "USCI"), and the City of Greensboro, a body politic and corporate (hereinafter referred to as the "City").

**WITNESSETH**

WHEREAS, USCI is acting as developer and manager of a public and private joint venture to provide streetscape and temporary parking design for the South Elm Street Brownfields Redevelopment area, which includes the Union Square Campus location at the corner of East Lee and Arlington Streets, and relocate a City of Greensboro storm sewer line from the block bounded by East Lee, South Elm, and Arlington Streets to the City Right-of-Way along South Elm Street; and

WHEREAS, the work contemplated under this agreement will be done within the City of Greensboro right-of-way, on property owned by USCI, and on property owned by the Redevelopment Commission of Greensboro;

WHEREAS, the City's share of this project is 100% of the total cost of this project; and

WHEREAS, this reimbursement will be made pursuant to N.C.G.S. 160A-499, which allows the City to reimburse a developer for the construction of municipal infrastructure that is in the City's capital improvement plan; and

WHEREAS, this design and construction is in the public interest in that it will support future development of the South Elm Street Brownfields Redevelopment area that will benefit the citizens of Greensboro; and

WHEREAS, USCI has agreed to perform or cause to be performed the necessary work to design the streetscape and the temporary parking and relocate the sewer line, and obtain the necessary certifications of completion of such work; and

WHEREAS, USCI has selected Rentenbach Constructors Inc. as Construction Manager-at-Risk utilizing a competitive process, and has selected a design team, which includes JC Waller & Associates, PC providing Civil Engineering Services, utilizing a competitive process;

WHEREAS, the City has agreed to reimburse USCI for the expense of this work in an amount not to exceed FIVE HUNDRED FIFTY TWO THOUSAND THREE HUNDRED AND THIRTY DOLLARS (\$552,330.00) plus contingency as needed, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties do mutually contract and agree as follows:

1. USCI agrees to:
  - (a) Design streetscape improvements and temporary parking for the South Elm Street Brownfields Redevelopment area. All plans, specifications, and designs are subject to review and approval by the City and the Redevelopment Commission and shall be in a form acceptable to them. USCI shall begin or cause to begin the necessary design work within ninety (90) days from the date of execution of this agreement, or this agreement shall become null and have no effect.

- (b) Develop, manage, administer and relocate a City of Greensboro storm sewer line from the block bounded by East Lee, South Elm, and Arlington Streets to the City Right-of-Way along South Elm Street. 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 relocation of the storm sewer line within ninety (90) days from the date of execution of this agreement, or this agreement shall become null and have no effect.
- (c) Certify that it, through its Construction Manager at Risk, has solicited bids in compliance with N.C.G.S. Chapter 143, Article 8, Public Contracts, and in compliance with the City of Greensboro Minority/Women Business Enterprise Program Plan for Construction, Professional Services, Goods, and Other Services dated January 1, 2014 (the "M/WBE Plan").

2. The City agrees to reimburse USCI as set out in Exhibit A. As noted in Exhibit A, the City shall also maintain a contingency fund in the amount of EIGHTY SIX THOUSAND AND SIXTY-EIGHT DOLLARS (\$86,068.00) (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, including the contingency fund shall not exceed SIX HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED AND NINETY-EIGHT DOLLARS (\$638,398.00.) Any unused portion of the Contingency Fund will be returned to the City.

3. This work shall include, but not be limited to, streetscape and temporary parking design for the South Elm Street Brownfields Redevelopment area, which includes the Union Square Campus location at the corner of East Lee and Arlington Streets, and relocate a City of Greensboro storm sewer line from the block bounded by East Lee, South Elm, and Arlington Streets to the City Right-of-Way along South Elm Street as well as other items required by the consulting Professional Engineer discussed below. In performing all of the above-stated work, USCI and its Construction Manager at Risk shall use best construction practices and shall restore City and Redevelopment Commission property to pre-construction condition unless a lesser condition is accepted by the City and the Redevelopment Commission. This work is more specifically identified in Exhibit A, including the specifications and drawings in and referenced by this exhibit.

4. The commitment of the City of Greensboro to expend the described funds on the construction is based on the factors recited in the Preamble of this Agreement by which the Project will provide a public benefit to the City and its citizens.

5. The storm sewer relocation work shall be inspected by a Professional Engineer properly licensed in the State of North Carolina. Upon completion, this work shall be certified by the Professional Engineer as appropriate.

6. The work contemplated in this agreement 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.

7. Reimbursement will be made within thirty (30) days upon receipt of USCI's cost documentation and receipt of the Professional Engineer's certification in a form acceptable to the Greensboro Department of Planning.

8. USCI does hereby agree to indemnify and save harmless the Redevelopment Commission, the City, their officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees for damages, loss or injury, including environmental damages, to the extent caused by the negligent or willful acts or omissions of USCI, its Construction Manager at Risk, and its subcontractors.

9. In the performance of the work contemplated in this agreement, USCI, its Construction Manager at Risk, and subcontractors are independent contractors with the authority to control and direct the performance of the details of the services that are the subject of this contract.

10. USCI assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, USCI agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract to the extent required by law.

11. During the performance of the services under this Agreement, USCI and its Construction Manager at Risk shall maintain the following insurance, to the extent applicable:

- (a) General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.
- (b) Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
- (c) Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, the Developer shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

USCI shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

All project contractors shall be required to include the City, Redevelopment Commission of Greensboro, and USCI as additional insureds on their General Liability insurance policies.

12. Alterations, deletions, and/or additions to the terms and conditions of this Agreement may only be made by the mutual written consent of the parties.

13. Should USCI fail to comply with the terms of this Agreement, USCI, upon written notice of the default shall have thirty (30) days to remedy the default. Should USCI fail to remedy the default, the Agreement may be terminated by the City immediately upon the expiration of the thirty (30) days.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice of such cancellation by either party given to the other party. In the event of cancellation of this Agreement pursuant to this paragraph, USCI shall be entitled to reimbursement for work completed and expenses

incurred as of the date of cancellation, together with the reasonable costs of demobilization incurred on account of such cancellation.

15. 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.

16. Any term or condition of the Agreement which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. The City and USCI agree to accept the remaining terms and conditions.

17. Should any part of this Agreement be declared unenforceable, all remaining sections remain in force.

18. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

19. This Agreement is intended by the parties hereto to be the final expression of their agreements regarding the matters addressed in this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

20. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To the CITY:

Dyan Arkin  
Planning Department  
PO Box 3136  
Greensboro, NC 27402-3136  
Phone: 336.433.7377  
Fax: 336.412.6315  
Email: [Dyan.Arkin@greensboro-nc.gov](mailto:Dyan.Arkin@greensboro-nc.gov)

To the DEVELOPER:

Union Square Campus, Inc.  
ATTN: John Merrill  
2901 East Lee Street, Suite 2400  
Greensboro, NC 27401  
Phone: 336.375.9232  
Fax: 336.375.9661  
Email: [JohnM@GatewayURP.com](mailto:JohnM@GatewayURP.com)

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

\_\_\_\_\_

By: \_\_\_\_\_

City Clerk

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:

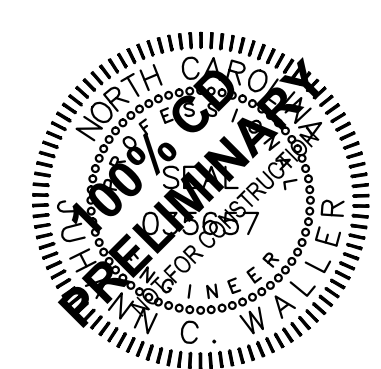
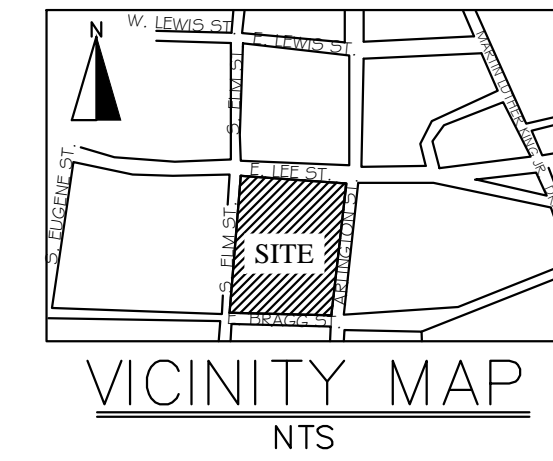
\_\_\_\_\_

City Attorney

## Exhibit A - Storm Sewer Re-Routing Scope of Work

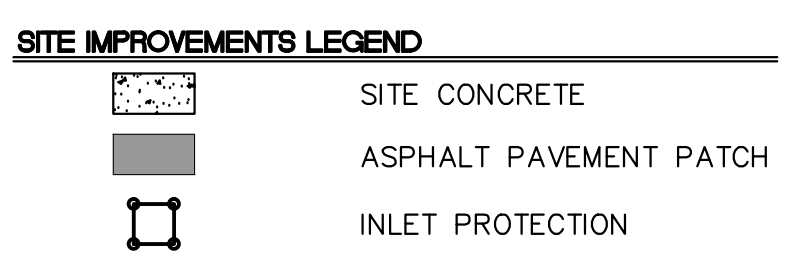
<i>Description</i>	<i>Quantity</i>
Concrete Sidewalk Demolition	535 SY
Demolish Asphalt Pavement	1234 SY
Demolish Curb and Gutter	691 LF
Demolish Existing Storm Sewer Manhole	5 EA
Demolish Existing Service Water Line	170 LF
Demolish Existing Storm Sewer Line	572 LF
Demolish Trees	4 EA
Demolish Existing Fencing	480 LF
F&I 1.5" SF 9.5A	115 TONS
F&I 5" I 19.0B	385 TONS
F&I 6" CABC Stone	460 TONS
F&I 24" Std. Curb and Gutter	691 LF
F&I 4" Pavement Striping	1583 LF
F&I 4" Pavement Symbols	3 EA
F&I Concrete Sidewalk	85 CY
F&I Handicap Ramp	1 LF
F&I 6' Diameter Storm Sewer Manhole	11 EA
F&I 10' x 10' Storm Sewer Manhole	1 LS
F&I 24" RCP	82 LF
F&I 36" RCP	815 LF
F&I 68" x 43" Elliptical RCP	50 LF
Remove & Replace Ex. Ped Signal & Cabinet	1 LS
Erosion Control@7%	1 LS
Contingency @ 20%	1 LS



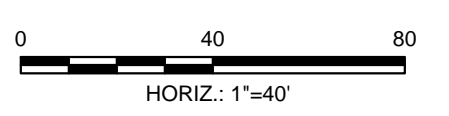


- GENERAL NOTES**
1. CONTRACTOR SHALL OBTAIN ALL PERMIT APPROVALS PRIOR TO BEGINNING CONSTRUCTION.
  2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING FEATURES PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCY IN LOCATION, SIZE, OR DESCRIPTION OF EXISTING FEATURES SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
  3. THE CONTRACTOR WILL BE REQUIRED TO DO ALL WORK NECESSARY TO PROVIDE SUITABLE CONNECTIONS WITH ALL STORM DRAINS AND UTILITIES ENTERING THIS PROJECT.
  4. NO SUBSURFACE INVESTIGATIONS OR DETERMINATION HAS BEEN MADE BY THE SURVEYOR OR ENGINEER. THE CONTRACTOR SHOULD MAKE THEIR OWN INVESTIGATION AS TO THE SUBSURFACE CONDITIONS.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, AVOIDING, AND PROTECTING ALL EXISTING UTILITIES ON SITE.
  6. CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED MANHOLES, VALVE BOXES, FIRE HYDRANTS, ETC. WITHIN THE PROJECT LIMITS SUCH THAT THEY ARE FLUSH WITH PROPOSED GRADES AND TO COG STANDARDS.
  7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH C.O.G AND NCDNR STANDARDS.

- UTILITY NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH C.O.G AND NCDNR STANDARDS.
  2. TERMINATE EXISTING/UNUSED WATER/SEWER TO THE MAIN TO C.O.G. STANDARDS.
  3. ADJUST ALL APPLICABLE WATER AND SEWER TO C.O.G./ NCDNR STANDARDS.
  4. STORM SEWER AS-BUILTS REQUIRED AFTER FINAL TRC APPROVAL. SUBMIT 1 (ONE) SET OF PLANS TO THE ENGINEERING DEPARTMENT FOR RECORDS PURPOSES. PLEASE CALL (336) 373-2052 WITH ANY QUESTIONS.
  5. STORM SEWER TIE-IN PERMIT REQUIRED. CONTACT JOHNNIE HILL AT (336) 373-4653.
  6. THE CONTRACTOR SHALL KEEP THE EXISTING STORM SEWER SYSTEM ALONG LEE STREET IN SERVICE UNTIL THE NEW SYSTEM IS IN SERVICE.
  7. ALL UTILITY POLES FROM THE LEE/ S. ELM STREET INTERSECTION TO THE LEE/ ARLINGTON STREET INTERSECTION SHALL REMAIN.
  8. THE CONTRACTOR SHALL COORDINATE WITH DUKE ENERGY TO DETERMINE THE STABILIZATION REQUIREMENTS OF ALL UTILITY POLES ALONG THE NEW STORM SEWER ROUTING PRIOR TO CONSTRUCTION.



Know what's below.  
Call before you dig.



SITE SURVEY WAS PROVIDED BY THE OWNER. JC WALLER & ASSOCIATES, PC IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

A MINORITY OWNED ENGINEERING AND SURVEYING FIRM  
NORTH CAROLINA

DATE	REVISION DESCRIPTION
12/2/14	

OFFICE LOCATIONS  
CORPORATE OFFICE:  
524 S. ELM STREET  
GREENSBORO, NC 27406  
PH: (336) 697-2637  
LICENSE NUMBER: C-3934

DATE	12/2/14
DRAWN BY	A. WILLIAMS
DESIGNED BY	A. WILLIAMS
CHECKED BY	J. WALLER
SCALE	SEE DWG.

Waller & Associates, PC

SOUTH ELM REDEVELOPMENT  
GREENSBORO- GUILFORD COUNTY- NORTH CAROLINA

PROJECT NO.	14-013-274
SHEET NO.	C 101