

# **Contract Routing Control Sheet Engineering**

Contact: Renee Saul Phone: 2101 **Expense Contract** 

Trac		

9565

**Date Submitted:** 4/16/2015

**Date Needed:** 4/30/2015

**Date Started:** 4/16/2015

**Est End Date:** 7/31/2016

 $\square$ 

Contract#:

2014-072C

Change Order#:

Lease#:

Bid#:

Rush: 🔽

Coliseum#:

NCDOT#:

Resolution#: 102-15

Requisition#: 56207

**Email For Pickup:** 

**Description:** 

South Elm Redevelopment Infrastructure - Other Improvements

Comments:

Account # **CBR Amount** Vendor: Union Square Campus Inc 506-7014-01.6018 A15115 \$516,408.00 Vendor#: 35887 471-4502-25.5410 \$46,867.00 Location: 212-2115-17.5410 \$27,590.00 2901 East Lee Street 543-4530-01.54<del>13</del> 5410 \$24,100.00 **Suite 2400** 402-4531-02.5410 \$23,433.00 Greensboro, NC 27401

\$638,398.00 Total:

Signatu	ires		
<b>✓</b> Dept Director	Reviewed By:	Date:	4/16/15
<b>√</b> Finance	Reviewed By:		D APR/1 6 2015-3
Accounting	Reviewed By: (1805)	_ Date:	4-29-15
<b>Attorney</b>	Reviewed By:	_ Date:	5-12-15
City Manager	Reviewed By:		5-12-15
	Reviewed By: Nanzy Vaughan	_ Date:	5-14-15
Villuty Clerk	Attested By: Angela Lend		5-14-15
Purchasing	Reviewed By:	Date:	
CCD	Reviewed By:	Date:	S



MAY 1 2 2015

City Manager's Office

Date Printed: 4/16/2015

9565

#### 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.

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- (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

Phone: 336.433.7377 Fax: 336.412.6315

Email: 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

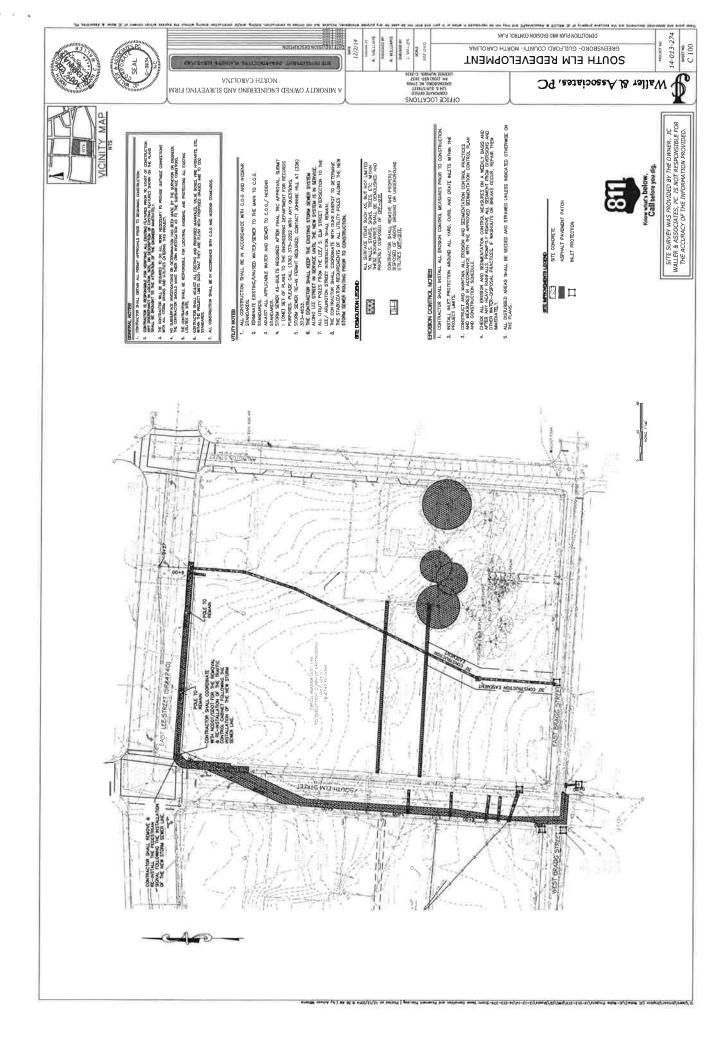
IN WITNESS WHEREOF, the City and USCI have executed this Agreement as of the day and year first above written.

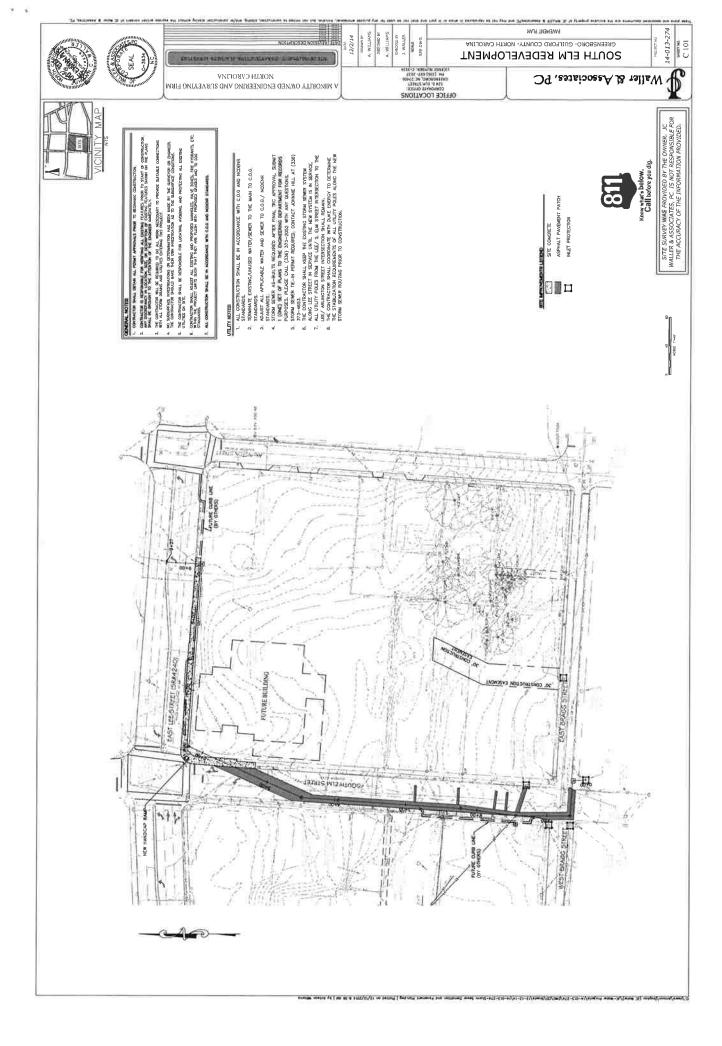
	UNION SQUARE CAMPUS, INC.:	ATTEST:
	9 Patur Dustry	Robin Witherspoor
	Title: Chairman	Title: Executive assistant
	ATTEST:	CITY OF GREENSBORO
	angela Sold	By: Naney M Vaushun Nancy M. Vaughn, Mayor
	Deputy )	Trainey 172. Valugini, 1714yor
	Recommended by: City Manager	
	for Director of Pla	nning
	This instrument has been preaudited in Control Act.	the manner required by the Local Government Budget and Fiscal
	abwa-	
Deputy	Finance Officer	

City Attorney

Exhibit A - Storm Sewer Re-Routing Scope of Work

Description	Quantity
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





## Planning Department City of Greensboro



April 14, 2015

### PLEASE EXPEDITE SIGNATURES

TO:

Renee Saul

FROM:

Dyan Arkin, AJCP

**SUBJECT:** 

South Elm Street Redevelopment Area – Reimbursement

Agreement with Union Square Campus Inc.

At their April 7, 2015 meeting, City Council approved a Reimbursement Agreement between the City and Union Square Campus, Inc. for public improvements associated with the South Elm Street Redevelopment area. I have attached the resolution as back-up.

This project is being fast-tracked in order to meet schedule for opening of the Union Square Campus. Please expedite routing of the attached contracts for signatures. Thank you.

Vendor:

Union Square Campus, Inc.

2901 East Lee Street Greensboro, NC 27401 Attn: John Merrill

Vendor #:

Form Attached

**Contract Amount: \$638,398.00** 

**Encumbrance Amounts:** 

\$516,408 Account #: 506-7014-01.6018

\$46,867 Account #: 471-4502-25.5410

\$27,590 Account #: 212-2115-17.5410

\$24,100 Account # 543-4530-01.5413 5410

\$23,433 Account #: 402-4531-02.5410

# ID 15-0287 0102-15

RESOLUTION AUTHORIZING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF GREENSBORO AND UNION SQUARE CAMPUS INC. FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS IN SOUTH ELM REDEVELOPMENT PROJECT

WHEREAS the City and the Redevelopment Commission have made significant investments in an approximately seven-acre site on the south side of East Lee Street at its intersection with South Elm Street for the purposes of redevelopment;

WHEREAS Union Square Campus, Inc. (USCI) selected the South Elm Street Redevelopment project site for the Union Square Campus and is currently in the process of designing/constructing an 83,000 square foot facility;

WHEREAS In February 2014, City Council passed a resolution of support for the Union Square Campus;

WHEREAS In November 2014, the Redevelopment Commission approved a Sale/Development Agreement with USCI for construction of the first building at the corner of East Lee and Arlington Streets and an option for USCI to acquire an additional parcel at the corner of Lee and South Elm Streets for future construction of a second building;

WHEREAS site-related infrastructure improvements need to be performed in order for the Campus to be constructed;

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

WHEREAS construction of the building is scheduled to begin the week of April 13, 2015 and needs to be completed by July 2016 in time for the 2016 academic year;

WHEREAS in an effort to assure that critical infrastructure improvements be completed in time for the opening of the Union Square Campus building, Union Square Campus, Inc. has proposed that the City of Greensboro enter into a Reimbursement Agreement with USCI to coordinate the design and construction of these improvements in conjunction with its ongoing construction.

WHEREAS the total contract amount will be \$638,398: \$430,340 for construction, \$86,068 contingency, and \$121,990 for design. Funding will be provided by the Water Resources, Planning, and Transportation Departments as shown below:

\$516,408	Pipe System Improvements FY15	506-7014-01.6018
\$46,867	Transportation Bond Funds	471-4502-25.5410
\$27,590	Community Development Block Grant	212-2115-17.5410
\$24,100	Parking Funds	543-4530-01.5413 5410
\$23,433	State Highway Allocation Capital Project Fund	402-4531-02.5410

WHEREAS budget adjustments will be necessary to use these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City Council approve the Reimbursement Agreement with Union Square Campus Inc. in an amount not to exceed \$638,398.00 and the associated Budget Adjustments.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO ON THE 7TH DAY OF APRIL, 2015.

CITY CLERK

CITY ATTORNEY

APPROVED AS TO FOR

O NOON



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).										
PRODUCER						CONTACT Mark McLamb, CIC				
Craft Insurance Center				PHONE (A/C, No, Ext): (336) 375-0600 FAX (A/C, No): (336) 375-7004						
823 North Elm Street					E-MAIL ADDRESS: mmclamb@craftinsurance.com					
PO	Box 14946							RDING COVERAGE		NAIC #
Gr	ensboro NC 27	415			INSURI			surance Com	nanv	18988
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	Greensboro, NC 27401			ļ						
		AUTHORIZED REPRESENTATIVE								

K. Mark M. Samb

Mark McLamb, CIC/KMM



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/5/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER						NAME: Mark McLamb, CIC				
Craft Insurance Center				PHONE (A/C. No	. Ext): (336)	375-0600	FA	X C, No): (336) 3	75~7004	
82	823 North Elm Street					E-MAIL ADDRESS: mmclamb@craftinsurance.com				
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A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrent	nce) \$	300,000
		X		35329143	- 1	4/17/2015	4/17/2016	MED EXP (Any one pers	on) \$	10,000
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	(Mandatory In NH)  If yes, describe under							E.L. DISEASE - EA EMP	LOYEE \$	
_	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY	LIMIT \$	
Gre	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC BENSBOTO RECEVELOPMENT COMM Written contract, agreemen	iss	ion	are Additional In	surec	is on the	General	Liability pol	licy if n	equired:
CERTIFICATE HOLDER					CANC	ELLATION				
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© 1988-2014 ACORD CORPORATION. All rights reserved.

K. Mark M.C. Samb

Greensboro, NC 27401

**AUTHORIZED REPRESENTATIVE** 

Mark McLamb, CIC/KMM

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

Name of Person or Organization (Additional Insured):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Under SECTION II - WHO IS AN INSURED, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in ad-

dition to the limits of insurance shown in the Declarations.

C. Under SECTION IV - COMMERCIAL GENERAL LI-ABILITY CONDITIONS, 4. Other Insurance, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.