

## **SUPPLEMENTAL AGREEMENT**

### **ON-CALL CONTRACT**

**CITY OF GREENSBORO  
GUILFORD COUNTY  
NORTH CAROLINA**

THIS SUPPLEMENTAL AGREEMENT to an On-Call Professional Services Agreement, made July 23, 2015, by and between the CITY OF GREENSBORO, a municipal corporation in Guilford County, North Carolina, hereinafter called the "CITY" and of ARCADIS G&M of North Carolina, Inc. hereinafter called the "CONSULTANT,"

#### **WITNESSETH:**

WHEREAS, the City has entered into an On-Call Professional Services Agreement dated January 29, 2014 for a duration of three years with the Consultant and allows for two (2) extensions of one year each; and

WHEREAS, pursuant to said Agreement the Consultant has contracted to perform various professional services described therein as requested by the City for various public works projects; and

WHEREAS, the City desires the Consultant to perform the said Sanitary Sewer Model Update and Recalibration according to the terms of the Agreement and the letter attached hereto;

NOW, THEREFORE, it is hereby agreed that the Consultant will perform the professional services described in the attached letter dated May 29, 2015 the letter 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 \$415,000.00. 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.