

SUPPLEMENTAL AGREEMENT

ON-CALL CONTRACT

CITY OF GREENSBORO
GUILFORD COUNTY
NORTH CAROLINA

THIS SUPPLEMENTAL AGREEMENT to an On-Call Professional Services Agreement, made CDM Smith, Inc., by and between the CITY OF GREENSBORO, a municipal corporation in Guilford County, North Carolina, hereinafter called the "CITY" and of CDM Smith, Inc., hereinafter called the "CONTRACTOR,"

WITNESSETH:

WHEREAS, the City has entered into an On-Call Professional Services Agreement dated November 6, 2019 for a duration of three years with the Contractor; and

WHEREAS, pursuant to said Agreement the Contractor 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 Contractor to perform the said attached scope according to the terms of the Agreement and the letter attached hereto;

NOW, THEREFORE, it is hereby agreed that the Contractor will perform the professional services described in the attached Exhibit A, the Exhibit 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 five hundred and fourteen thousand and one hundred dollars (\$514,100.00). The services shall be performed according to the terms and conditions as described in the basic Professional Services Agreement dated November 6, 2019 to which this Agreement is supplemental.

Term

The term of this Supplemental Agreement shall be for a period of 12 months.

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.

Indemnification

The Consultant 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 Consultant, its agents or employees, or as a result of work performed pursuant to this Contract.

Non-Discrimination Requirements

As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1 of the M/WBE Program Plan. As part of such compliance, the Contractor 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, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

E-Verify

The Consultant 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 Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract 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 Contract.

Iran Divestment Certification

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.

EXHIBIT A
TO THE AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL DESIGN AND BIDDING SERVICES

Mitchell WTP Lake Daniel Clearwell Improvements

DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS

This is an Exhibit attached to and made part of the Supplemental Agreement to the On-Call Professional Services Agreement dated November 6, 2019 January between the City of Greensboro (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

- 1. The Basic Services of the ENGINEER as described in the Agreement are amended and supplemented as follows, to be referred to as the PROJECT:**

PROJECT OBJECTIVES AND DESCRIPTION

ENGINEER has completed a Structural Condition Assessment of the Lake Daniel Clearwell at the Mitchell WTP. With this amendment, the ENGINEER will proceed with completing preliminary engineering and final design document development and assist the OWNER in obtaining permits and facilitating a public bidding process for the Lake Daniel Clearwell Improvements described herein, as well as evaluating and specifying equipment to be installed in Lake Daniel to facilitate better mixing and removal of total trihalomethanes (TTHMs).

The following Tasks 100 to 600 describe the work to be completed by the ENGINEER as a part of the Basic Services.

The detailed scope of services for the Basic Services included under this Exhibit follows:

Task 100 – Project Management

ENGINEER will hold an internal project kickoff meeting to discuss the project scope, schedule, budget, and data needs for this project.

This task also covers managing the project team, coordinating the work, tracking budget/work progress, invoicing and accounting, providing regular updates to the OWNER, managing scope compliance, and oversight of technical products and quality assurance checks on work and deliverables. Accounting and administrative support to achieve the tasks listed are also included.

Task 200 – Preliminary Design Evaluation

This task includes preliminary design for the following improvements:

STRUCTURAL REPAIRS

The following structural repairs are included:

- A. Reinforced Concrete Roof Beams - The observed damage and deterioration to the reinforced concrete roof beams require repairs, which is anticipated to include full-depth demolition of the roof slab, beams and upper portion of the column. ENGINEER will evaluate up to three repair alternatives, considering costs and required duration.
- B. Double-tee plank flange - The double-tee plank flange damaged by a fallen tree requires repair to restore the structural integrity of the plank. A new concrete slab is anticipated to be installed above the roof slab in this location. ENGINEER will evaluate up to three repair alternatives, considering cost and required duration.
- C. Miscellaneous concrete deficiencies - The following miscellaneous items noted in the clearwell observation report are recommended to be repaired:
 - 1. Replacement of the grout at the base of each of the precast columns.
 - 2. Concrete beam spall.
 - 3. Double-tee plank connections to the reinforced concrete beams.
- D. Miscellaneous metal deficiencies - The following miscellaneous metals items noted in the clearwell observation report are recommended to be repaired:
 - 1. Grating and embedded frames replacement.
 - 2. Entry hatch replacement with stainless steel mechanisms. Existing hatches will be investigated to determine if only hardware replacement is necessary.
- E. Cleaning of the heavy efflorescence present in the interior of the clearwell. This would make it easier to determine the source and time frame of leakage through the waterproofing membrane in the future.

ROOF MEMBRANE

ENGINEER will review two roofing membrane system improvement approaches to identify pros/cons for each from a lifecycle perspective. The roofing system approaches to be considered include:

- A. New roof membrane: Complete removal and replacement of the existing 60 mil single-ply TPO roofing system with a similar adhered single-ply roofing system. Roofing membrane thickness and related warranties will be considered for determination of the best lifecycle cost for the new roofing system.
- B. Roof renewal (waterproofing treatment): Application of a high-performance fluid-applied, single component roofing and waterproofing system that could extend the lifespan of the existing roofing system. This type of system can extend the life of an aging, but functional single-ply roofing system. This application reduces the cost of re-roofing and the result is a new fully-warranted waterproofing system. An example of this type of system is the AlphaGuard MT system manufactured by Tremco. The manufacturer of the fluid-applied, single component roofing and waterproofing system would need to decide if the existing single-ply TPO roofing membrane system is a candidate for application of this system.

Both improvement options will be carried through preliminary and final design, with the intent to include both as bid alternates to allow the OWNER to select the preferred approach on bid day.

LEVEL GAUGE

Replacement of the level transmitter to measure the full range of the clearwell, from overflow to empty with a visual scale on the exterior wall and with a new ultrasonic level gauge tied to the plant SCADA system.

DRAINAGE SYSTEM

Addition of a drainage system to improve draining the clearwell will be evaluated. Currently, a suction line must be lowered into the clearwell beneath the grating over the sump pit. The following options are to be evaluated:

- A. Buried drain line with valve, penetrating the sump pit wall near the pump station.
- B. Permanent sump pumps in the clearwell sump with quick connect outside of clearwell for drainage.
- C. Permanently fixed suction line with quick connect for portable pump connection. Suction line would terminate through the sump grating and penetrate the clearwell wall, higher-up the wall across from the pump station. This option is assumed for purposes of initial scoping and costing of final design services.

It was also identified that the gravity valve leaks when closed. Valve should be investigated by OWNER for repair or replacement.

CLEARWELL MIXING

The OWNER has observed a lot of stratification within the clearwell, where during the disinfection process higher concentrations of chlorine were observed near the floor and lower concentrations near the surface. The OWNER would like to investigate options using the Pump Station pumps to accomplish mixing in the clearwell. Alternatives identified include:

- Add recycle from the pump station back to the reservoir.
- Add aeration and/or mixing multi-zone mixer scheme with forced air.

In order to achieve TTHM reduction, the mixing described above must be coupled with air movement, which will be evaluated, including:

- Assessment of process capability and needs
- Investigation of potential solutions (e.g. aeration and ventilation options)
- Develop initial scope and cost of the selected solution

The past 6 years of available historical TTHM data at the Mitchell WTP and in the distribution system will be evaluated to determine the efficacy of aeration/ mixing for TTHM removal in Lake Dan Clearwell. Clearwell mixing and TTHM removal system from different vendors will

be evaluated. Summary of evaluation with conceptual opinion of probable construction cost will be presented in a draft technical memorandum and submitted to the OWNER for review. OWNER's review comments will be incorporated in the final technical memorandum. Recommendations from the final technical memorandum will be used for final design. For the purposes of final design costing, the addition of two mixers and associated air movement equipment is assumed.

VOLUME CALCULATION

As part of the preliminary design, ENGINEER is to determine clearwell volumes vs. water depth using the record drawings and provide that information to the OWNER in a digital format.

FENCING IMPROVEMENTS

The fence access gate towards the back side of the clearwell is to be replaced.

PUMP STATION CONDITION ASSESSMENT

Structural, process/civil, electrical and instrumentation engineers shall visit the existing transfer pump station and report on its visual condition with recommendations for improvements where they appear needed. The recommendations will be included in a technical memorandum (Task 300). No final design is included for pump station upgrades since unknown at this time. The evaluation will provide basis for costing future improvements.

Task 300 – Preparation of Preliminary Design Documents

Results of the preliminary design evaluation (Task 200) will be compiled into preliminary drawings of recommended improvements and a technical memorandum describing the improvements. The draft technical memorandum will be submitted to the OWNER for review. OWNER will complete their review within two weeks. ENGINEER will meet with the OWNER to discuss review comments and afterwards submit a final technical memorandum. A conceptual opinion of probable construction cost (OPCC) for the improvements will be provided for recommended improvements and incorporated in the final technical memorandum.

Two in-person team meetings are included in the preliminary design scope - kickoff and then review of draft documents. Additional meetings will be facilitated, as needed, via conference calls.

TASK 400 – Final Design

The ENGINEER shall develop the final design documents, including drawings and specifications, for Improvements to the Mitchell WTP Lake Daniel Clearwell, for the above-described improvements. If improvements differ from what was assumed and/or additional facilities are to be included based on the results of the Preliminary Engineering Phase and Workshop, this Agreement may be amended to increase the engineering scope of services and

related costs, as described in Article 2. Final design tasks to be provided by the ENGINEER are described as follows:

401 *Design Drawings and Specifications*

Prepare Contract Documents to include final drawings and specifications showing the scope, extent, and character of the work to be performed and furnished by contractor. Specifications shall be prepared, where appropriate, in general conformance with the 50-division format of the Construction Specifications Institute. The Contract Documents shall include plans and specifications for the following design disciplines:

- General
- Civil
- Process Mechanical
- Electrical
- Instrumentation
- Structural
- Architectural

OWNER will provide their standard format for the procurement documents (Division 0). ENGINEER will provide Division 1 specification documents.

Note that final design of the THM removal systems will be by the manufacturer. ENGINEER will prepare a performance specification that will detail the performance requirements to be met.

402 *Regulatory Agency and Local/City Permitting Coordination*

Maintain contact and coordination during the final design phase of the work with the North Carolina Department of Environmental Quality (NCDEQ), City of Greensboro Development Services Division, and other regulatory agencies having review and approval authority over the design and construction of the project.

403 *Engineer's Opinion of Probable Construction Costs*

The ENGINEER shall prepare an updated OPCC for the 60 percent, 90 percent, and Final Bid Set design deliverables.

404 *Deliverables*

ENGINEER will provide submittals of drawings at the 60 and 90 percent design stages for the OWNER to review. OWNER will complete their 60 and 90 percent design reviews, consolidate comments, and provide to the ENGINEER within two weeks. After review comments have been addressed on the 90 percent submittal, a Bid Set submittal will be provided to OWNER.

- The 60 percent submittal will include design drawings and a majority of design details and technical specifications. A table of contents of the front-end documents will be provided.
- At the 60 percent design stage the ENGINEER will prepare a draft sequence of construction plan for maintenance of plant operations during construction. At the 60 percent review meeting, the ENGINEER will consult with the OWNER to confirm the

construction constraints driven by plant operations. The ENGINEER will include a construction sequence specification in the 90-percent submittal which will become part of the contract documents.

- The 90 percent submittal will include all design drawings, details, and front end and technical specifications.

405 *Technical and Constructability Review*

At approximately the 60 percent completion stage of the drawings and specifications, the ENGINEER will conduct QA/QC technical reviews of the design documents, in accordance with the ENGINEER's quality management system requirements (QMS). At approximately the 90 percent completion stage, the ENGINEER will conduct additional final reviews of the design documents, in accordance with the ENGINEER's QMS. Following the technical reviews, the documents will be submitted for review by the OWNER, marking the completion of the associated milestone (60 percent, 90 percent).

406 *Project Meetings*

The ENGINEER will meet with the OWNER to keep the OWNER apprised of project progress and significant issues, collect and discuss the OWNER's input and review comments, and exchange information. The ENGINEER will lead the meetings and provide meeting minutes to document the discussion and action items. Four in-person meetings are included in the design phase scope.

TASK 500 – PERMITTING

The ENGINEER shall assist the OWNER in applying for permits associated with the project including the following subtasks:

501 *Regulatory Review*

The ENGINEER shall prepare the list of permits and permit updates required to implement the project. Where necessary, the ENGINEER shall discuss the proposed project with the applicable regulatory agencies to define the permit update requirements and to identify the major permitting issues that must be resolved.

A permit tracking table shall be developed to address the major issues identified and to facilitate the permit acquisition process. This table will be maintained and provided to the OWNER when desired to explain the progress of permitting work during this phase.

502 *Prepare and Submit Permit Applications*

Applications for the required permit updates and approvals shall be prepared for submittal to the respective agencies, where necessary. The ENGINEER will prepare and submit permit application packages on behalf of OWNER. This scope of services assumes that the following permits and approvals will be required:

- NCDEQ Public Water Supply Plans and Specifications Approval
- City of Greensboro TRC Review (Planning Dept., Landscape Approval, stormwater review)
- City of Greensboro Utility Construction Plans Review
- NCDEQ Erosion and Sedimentation Control Permit

- City of Greensboro Floodplain Permit and No-Rise evaluation (without modeling)

If more permits are needed later then a mutually agreed amendment will be prepared. The OWNER will pay all permitting fees, including “fast-track” fees to expedite NCDEQ reviews and sign applications. For the purposes of this scope, it is assumed that:

- Stormwater detention/treatment will not be required; however, this will be confirmed with City Stormwater staff during the project.
- NPDES permit modification is not included
- No Rise Modeling is not required, since improvements will be within the Clearwell structure.

503 *Agency Meetings and Coordination*

The ENGINEER will coordinate with the regulatory agencies as necessary throughout the permit application and review process. This shall include up to two regulatory agency meetings. As part of this subtask, once the permit applications are submitted, the ENGINEER shall maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.

TASK 600 – BIDDING AND AWARD

ENGINEER shall perform the following services related to Bidding and Award. This Scope of Services assumes that the design will be distributed into one bid package. The ENGINEER assumes that a pre-qualification process for bidders is not included. Conformed documents will be developed by the ENGINEER under a subsequent amendment.

601 *Review of Contract Documents by Engineering and Inspections Department and MWBE Office*

The City has a group within the Engineering and Inspections Department that assists with reviewing and coordinating the bidding process. The ENGINEER will submit the plans and specifications to this group for review. The ENGINEER will assist OWNER (Water Resources Department) by working with the Engineering and Inspections Department to resolve issues with the Contract Documents related to bidding policies and front-end documents. This review shall also include a special review of the contract documents by the MWBE Office for compliance with the City’s MWBE program and policies and recommendation as to potential work packages for the purpose of identifying MWBE subcontracting opportunities. ENGINEER has assumed one review cycle by the MWBE office and Engineering and Inspections Department. Additionally, ENGINEER has assumed that the bids are opened and accepted by the OWNER on the first bid opening date.

602 *Bid Advertisement*

Assist OWNER in advertising for construction, attend and conduct a pre-bid conference. OWNER will handle bid document dissemination.

603 *Addenda and Substitutions*

Assist OWNER by preparing addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by ENGINEER. Consult with and advise OWNER

to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.

604 Bid Opening and Recommendation to Award

Attend one bid opening and assist with the review of the associated bids and qualification statements. Evaluate bids or proposals and assist OWNER in the recommendation of award process.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

A. Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

- Access to the Mitchell Water Treatment Plant facilities as needed;
- Timely review and input on data requests and questions. Review periods for milestone documents and deliverables is assumed to be two (2) weeks;
- Other required information for the Engineer to complete the work, not covered herein.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Scope of Work.

- A. Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
- B. Bear all direct costs and/or fees assessed by permitting or reviewing agencies
- C. Review technical memorandum summarizing the Lake Daniel preliminary design and provide comments to ENGINEER.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

It is anticipated that the Project will take 12 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule for key deliverables is shown below. ENGINEER will prepare an updated detailed schedule within the first thirty (30) calendar days after NTP.

- Draft preliminary design report with preliminary drawings will be completed within 3 months. Final design report will be completed within 2 weeks following receipt of OWNER comments on draft report.
- Final Design will be completed within 8 months following approval of final preliminary design report

Schedule extensions related to the addition of authorized scope shall be determined at the time of authorization. Schedule assumes receipt of all previously requested data from OWNER by

NTP. Delays in providing any additional information requested by the ENGINEER may result in impacts to the project schedule.

4. The payment for services rendered by ENGINEER shall be as set forth below:

For the Basic Services performed under Tasks 100 to 600, the OWNER agrees to pay the ENGINEER a lump sum amount of **\$514,100**. The task values listed in Table 4-1 are estimated for invoice purposes only and are not considered task upper limits. Partial payments shall be made by the OWNER on a monthly basis in proportion to the percentage of work completed and the balance of payment made when Basic Services are completed. ENGINEER intends to subcontract a portion of the Task 200 and Task 400 services to TFFF Architects & Planners (a WBE) and SAMR, PLLC (a MBW), as shown in Table 4-1.

Table 4-1. Project Cost Summary.

| | Task | Total Estimated Value by Task (USD) | CDM Smith | TFF Architects & Planners (WBE) | SAMR, PLLC (MBE) |
|-----------------------|---|-------------------------------------|-----------|---------------------------------|------------------|
| Design Phase Services | 100 Project Management | \$49,500 | \$49,500 | \$0 | \$0 |
| | 200 Preliminary Design | \$131,400 | \$103,900 | \$2,500 | \$25,000 |
| | 300 Preparation of Preliminary Design Documents | \$4,200 | \$4,200 | \$0 | \$0 |
| | 400 Final Design | \$262,000 | \$217,800 | \$5,300 | \$38,900 |
| | 500 Permitting | \$35,400 | \$35,400 | \$0 | \$0 |
| | 400 Bidding and Award | \$31,600 | \$31,600 | \$0 | \$0 |
| | TOTAL LUMP SUM FEE | \$514,100 | | | |

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

Name of Prime Contractor: CDM Smith Project Name: Lake Daniel Clearwell Improvements

If the contract/project M/WBE participation requirements are not achieved, the bidder/participant shall provide the following documentation of Good Faith Efforts to the City.

| MBE | WBE | Company Name | Email Address or Fax Number for Initial Contact | Date of Initial Contact | Service/ Material/ Supplies to be Provided | Date of Follow Up Telephone Contact | Phone Number | Person Contacted | Results |
|-----|-----|---------------------------|---|-------------------------|--|-------------------------------------|--------------|---------------------|----------|
| X | | SAMR, PLLC | dgiles@samrba.com | 2/14/20 | HVAC/Electrical | 2/14/20 | 336-558-7700 | Derrick Giles | Will use |
| | X | TFF Architects & Planners | gfrey@tffarchitects.com | 2/7/20 | Architectural | 2/25/20 | 336-273-0101 | Gina Freyaldenhoven | Will use |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

(Submit additional Pages, if necessary)

Pursuant to “Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies”, the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.



Date: 3/12/20 Name of Authorized Officer: MICHAEL K. SLOOP
 Signature: [Signature] Title: ASSOCIATE
 State of NORTH CAROLINA County of WAKE
 Subscribed and sworn to before me this 12TH day of MARCH 2020
 Notary Public [Signature] My commission expires: 03-31-24

Name of Prime Contractor: CDM Smith Project Name: Lake Daniel Clearwell Improvements
The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

| MBE | WBE | NON M/WBE | Subcontractor Name & County** | Nature of Work to be Performed | % Utilization |
|---|-----|--------------|-------------------------------------|---|---------------|
| X | | | SAMR, PLLC Guilford | HVAC/Electrical | 12.4% |
| | X | | TFF Architects & Planners, Guilford | Architectural | 1.5% |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| <p>**Only MWBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Guilford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties) will be counted towards the MWBE goal(s).</p> | | | | Total NON-M/WBE Utilization Commitment | 0% |
| | | | | Total MBE Utilization Commitment | 12.4% |
| | | | | Total WBE Utilization Commitment | 1.5% |
| | | | | (Submit Additional pages, if necessary) | |

Pursuant to "Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies", the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance with.



Date: 3/12/20 Name of Authorized Officer: MICHAEL K. SLOPP
Signature: [Signature] Title: ASSOCIATE
State of NORTH CAROLINA County of WAKE
Notary Public: [Signature] My commission expires: 03-31-24

FORM D – Letter of Intent to Perform as a M/WBE Subcontractor Contract Number: _____

Name of Prime Contractor: CDM Smith Project Name: Lake Daniel Clearwell Improvements

The undersigned intends to perform work in connection with the above project as:

| | | | |
|--|------------------------------|--|---------------------------|
| | Minority Business Enterprise | | Women Business Enterprise |
| | Individual | | A Corporation |
| | A Partnership | | A Joint Venture |

The undersigned is certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Guilford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties).

The undersigned is prepared to provide the work (described below) in connection with the above project at the following price: \$ 63,900

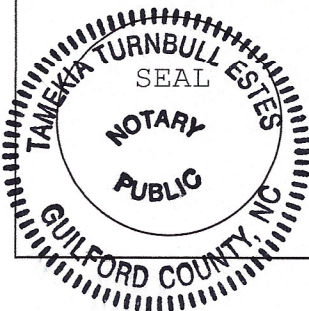
You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

| Description of the Work | Projected Commencement Date | Projected Completion Date |
|--|-----------------------------|---------------------------|
| Process design for THM control and low voltage system design | 4/1/2020 | 4/1/2021 |
| | | |
| | | |

13.5 % of the dollar value of the subcontract will be sub-let to non-minority/women contractors. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of Greensboro.

Pursuant to "Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies", the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.



Company Name: SAMR, PLLC
Date: 3-13-2020 Name of Authorized Officer: ANWAR RASTHAEI
Signature: [Signature] Title: CEO
State of North Carolina County of Guilford
Notary Public Tamekia Turnbull Estes My commission expires: July 29, 2023

FORM D – Letter of Intent to Perform as a M/WBE Subcontractor Contract Number: _____

Name of Prime Contractor: CDM Smith Project Name: Lake Daniel Clearwell Improvements

The undersigned intends to perform work in connection with the above project as:

| | | | |
|--|------------------------------|--|---------------------------|
| | Minority Business Enterprise | | Women Business Enterprise |
| | Individual | | A Corporation |
| | A Partnership | | A Joint Venture |

The undersigned is certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro MSA (Guilford, Randolph, Rockingham, Forsyth, Stokes, Davie, Yadkin, Davidson, Alamance and Surry Counties).

The undersigned is prepared to provide the work (described below) in connection with the above project at the following price: \$ 7,800

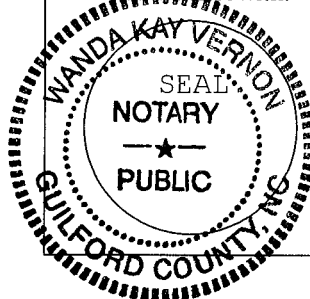
You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

| Description of the Work | Projected Commencement Date | Projected Completion Date |
|---|-----------------------------|---------------------------|
| Lake Daniel clearwell membrane roof replacement and repair design | 4/1/2020 | 4/1/2021 |
| | | |
| | | |

1.7 % of the dollar value of the subcontract will be sub-let to non-minority/women contractors. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of Greensboro.

Pursuant to "Special Instructions to Bidders Regarding Compliance with the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Policies", the Bidder certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.



Company Name: TFF Architects & Planners LLP
Date: 3/16/20 Name of Authorized Officer: Principal Architect
Signature: [Signature] Title: Virginia S. Freyaldenhoven
State of North Carolina County of Guilford
Notary Public Wanda Kay Vernon My commission expires: 10-27-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/08/2020

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 have ADDITIONAL INSURED provisions or 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).

| | | |
|--|---|-------------------------------------|
| PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): 800-363-0105 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA | INSURER A: LM Insurance Corporation | 33600 |
| | INSURER B: Liberty Insurance Corporation | 42404 |
| | INSURER C: Liberty Mutual Fire Ins Co | 23035 |
| | INSURER D: ACE Property & Casualty Insurance Co. | 20699 |
| | INSURER E: Lloyd's Syndicate No. 2623 | AA1128623 |
| | INSURER F: Commerce & Industry Ins Co | 19410 |

COVERAGES**CERTIFICATE NUMBER:** 570080136175**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|--------------------------|--------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | TB7611B8T8Z6040 | 01/01/2020 | 01/01/2021 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AS2-611-B8T8Z6-060 | 01/01/2020 | 01/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | XEUG28194687004 | 01/01/2020 | 01/01/2021 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WA561DB8T8Z6010 AOS WC5611B8T8Z6020 WI | 01/01/2020 01/01/2020 | 01/01/2021 01/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: On-Call Services.

City of Greensboro, a N.C. municipality is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Greensboro, a N.C. municipality Attn: Water Resources Department 2602 S. Elm-Eugene Street Greensboro NC 27406 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i> |



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|---------------------------------|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED CDM Smith Inc. | |
| POLICY NUMBER See Certificate Number: 570080136175 | | | |
| CARRIER See Certificate Number: 570080136175 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|----------------------|-----------|----------|--|------------------------------------|-------------------------------------|------------|-------------|
| | WORKERS COMPENSATION | | | | | | | |
| B | | N/A | | WA761DB8T8Z6030 MA & PR | 01/01/2020 | 01/01/2021 | | |
| | OTHER | | | | | | | |
| E | Archit&Eng Prof | | | PSDEF2000033 Professional/Claims Made | 01/01/2020 | 01/01/2021 | Each Claim | \$1,000,000 |
| | | | | | | | Aggregate | \$1,000,000 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

| | | |
|---|-----------|---------------------------------|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED CDM Smith Inc. |
| POLICY NUMBER See Certificate Number: 570080136175 | | |
| CARRIER See Certificate Number: 570080136175 | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liab Policy # PSDEF2000033

Beazley (Syndicates 2623/0623) - 37.5%

BRIT (Syndicate 2987) - 31.25%

Ms Amlin (Syndicate 2001) - 12.5%

Munitus (Syndicate 4242) - 12.5%

Re/Rn (Syndicate 1458) - 6.25%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|---|
| City of Greensboro, a N.C. municipality Attn: Water Resources Department | 2602 S. Elm-Eugene Street Greensboro, NC 27406 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |