

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Design Services for Phase II Reservoirs (A&E)

Amendment Summary: Amend clause 3.1 Contract Term to remove 60 month limitation language

Contract Number: 459172 Amendment Number: 1 Request Number: A2024107

Type of Contract: Project Completion **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 11/12/2019 Contract Expiration Date: Project Completion Contract Term:

Project Completion

Previous Estimated Contract Life Value: \$1,200,000.00

Amendment Value: \$0

Fund: 47410*

New Estimated Contract Life Value: \$1,200,000.00

BU: 65490132*

* (Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFQ (AE)

Procurement Staff: John Stewart BAO Staff: Angie Martin

Procuring Department: Water Services

Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: CDM Smith Inc ISN#: 1069

Address: 210 25th Avenue North, Ste 1102 City: Nashville State: TN Zip: 37203

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)

Prime Company Contact: Zack Daniel Email Address: danielza@cdmsmith.com Phone #: (615) 320-3161

Prime Contractor Signatory: Zack Daniel Email Address: danielza@cdmsmith.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation

Amount: N/A

Percent, if applicable: 21%

Procurement Non-Discrimination Program:

M/WBE Participation

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: 1%

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 459172
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND CDM SMITH INC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and CDM SMITH INC located in NASHVILLE, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated November 12, 2019, Metro Contract numbered 459172, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

Clause 3.1 Contract Term has language for both Project Completion and 60 month limitation; therefore, this amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract term to remove 60 month limitation. Amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end AT PROJECT COMPLETION or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/01/2024

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: Underwriters At Lloyds London		15792
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Hartford Accident & Indemnity Company		22357
	INSURER E: Evanston Insurance Company		35378
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570104848763 **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:			08CSEQU4161	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WNQU4160	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				AOS	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$1,000,000
				08WBRQU4163			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	<input checked="" type="checkbox"/> Architects & Engineers Professional			PSDEF2400033	01/01/2024	01/01/2025	Each Claim	\$1,000,000
				Professional/Claims Made			Aggregate	\$1,000,000

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

RE: RFQ # 1058657.
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER **CANCELLATION**

Purchasing Agent Metropolitan Government of Nashville and Davidson County, Metro Courthouse 730 2nd Avenue South Suite 112 - Lindsley Hall Nashville TN 37210 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

Holder Identifier : AE

Certificate No : 570104848763





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570104848763			
CARRIER See Certificate Number: 570104848763	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

01.01.24 - 01.01.25 Professional

Policy: PSDEF2400033

Beazley (Syndicates 2623/0623) - 25%
 BRIT (Syndicate 2987) - 25%
 Munitus (Syndicates 4242/457/4711/5555) - 12.5%
 Re/Rn (Syndicate 1458) - 10%
 Convex (Syndicate 1984) - 7.50%
 Castel Underwriting (Syndicate 2525) - 5%

Professional Policy: 42CNP31339704
 National Fire & Marine Insurance Company - 15%

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CDM Smith, Inc
Endorsement Effective Date: 01/01/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
BLANKET AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024107

Date Received: March 11, 2024

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Design Services for Phase II Reservoirs Contract Number: 6468273 (459172 - old)
 Amendment Number: 1 459172

Requesting Department: Water Services Requesting Departmental Contact (Name & Number):
Stephanie Belcher 615-862-4513

Contractor's Business Name: CDM Smith Inc Name of Contract Signatory: Zack Daniel

Contract Signatory Email Address: danielza@cdmsmith.com

Address: 210 25th Ave N, Suite 1102 City: Nashville ST: TN Zip: 37203

Revision Accomplishes: Check all that apply

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>Project Completion</u>	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 65490132 Fund #: 47410 Any Other Accounting Info: _____

Procurement will route in DocuSign for signatures below

Department Requester SB

Tony Vascic
Requesting Department Director's Signature of Approval

3/12/2024 | 8:24 AM CDT

Date

CA #: A2024107

Date Received: March 11, 2024

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 3/19/2024 | 7:56 PM C

Contract Information

GP

Contract & Solicitation Title: Design Services for Phase II Reservoirs (A&E)Contract Summary: Contractor agrees to provide design solutions and services, drawings, construction documents, cost estimating, scheduling services, and construction phase services for reservoir improvements at various Metro sites.Contract Number: 459172 Solicitation Number: 1058657 Requisition Number: 140984Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): NoType of Contract/PO: Project Completion **Requires Council Legislation:** No**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 10/5/2019 Estimated Expiration Date: Project Completion Contract Term: 60
MonthsEstimated Contract Life Value: \$1,200,000.00 Fund: 47410 BU: 65490132Payment Terms: Net 30 Selection Method: RFQ (AE)Procurement Staff: Brad Wall BAO Staff: John ShireProcuring Department: Water Services Department(s) Served: Water Services**Prime Contractor Information**Prime Contracting Firm: CDM Smith E1#: 457300Address: 210 25th Avenue North Suite 1102 City: Nashville State: Tn Zip: 37203Prime Contractor is (Check Applicable): SBE SDV MBE WBE Prime Company Contact: Zack Daniel Email Address: danielza@cdmsmith.com Phone #: (615) 320-3161Prime Contractor Signatory: Zack Daniel Email Address: danielza@cdmsmith.com**Disadvantaged Business Participation for Entire Contract***Small Business and Service Disabled Veteran Business Program:*SBE/SDV Participation Amount: \$252,000.00 Percent, if applicable: 21*Procurement Nondiscrimination Program:*M/WBE Participation Amount: \$12,000.00 Percent, if applicable: 1*Federal Disadvantaged Business Enterprise:*No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>CDM Smith</u>	<input type="checkbox"/>	<u>90.00</u>	<u>N/A</u>	<u>Awarded</u>
<u>Jacobs Engineering Group Inc.</u>	<input type="checkbox"/>		<u>81.00</u>	<u>N/A</u> <u>Evaluated but not selected</u>

Contract/PO Lifecycle Report

Smith Seckman Reid Inc.	<input type="checkbox"/>	82.00	N/A	Evaluated but not selected
Tank Industry Consultants	<input type="checkbox"/>	62.00	N/A	Evaluated but not selected

Terms and Conditions

1. ARCHITECTURAL AND ENGINEERING CONTRACT

1.1. Heading A&E

This Contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **CDM Smith** ("CONSULTANT") located at **210 25th Avenue North Suite 1102, Nashville, TN 37203**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing Information*
- *The solicitation documentation for RFQ# 1058657 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Where this Contract references "CONTRACTOR" in **all caps**, it is understood to be the CONSULTANT.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide design solutions and services, drawings, construction documents, cost estimating, scheduling services, and construction phase services for reservoir improvements at various Metro sites.

2.2. METRO's Responsibilities

METRO will use its best efforts to provide CONSULTANT with available information pertinent to a project if that information is necessary, exists, and is available without significant cost to METRO. METRO does not represent, warrant or guarantee the accuracy or completeness of any information provided to CONSULTANT related to the project either in whole, in part, implicitly, or explicitly, or at all, and shall have no liability therefore.

Provide access to the project site so CONSULTANT can enter upon public and private lands, if possible and necessary to complete the project.

Give thorough consideration to all reports, cost estimates, drawings, specifications, and other documents presented by CONSULTANT and inform CONSULTANT of all decisions within a reasonable time.

Designate, in writing, a single person to act as METRO's project manager for the project.

Acquire property rights, including, but not limited to, easements, in METRO's name, as necessary, and provide services related to the property acquisition.

Obtain required authorizations and approvals excluding the building permit and other permits or fees required of CONSULTANT by this Contract or customarily the responsibility of CONSULTANT. Upon request, CONSULTANT shall assist Metro with filing and preparing documents related to the project and required by governmental authorities.

Will not provide clerical assistance to CONSULTANT for the project and METRO personnel will not be asked to undertake surveys, analyses, tabulations, summaries, etc. of CONSULTANT produced data or documentation.

2.3. Duties of CONSULTANT

CONSULTANT agrees to provide, and METRO agrees to purchase, professional architectural and/or engineering services completed under the project solicitation. Project shall reference this Contract by number and include the terms and conditions of this Contract.

CONSULTANT must make every effort to maximize the use of sustainable building materials and energy efficient products. Additionally, design and construction methods should be geared toward the completed project being environmentally-friendly from both the construction and continuous operation standpoint.

The parties agree upon a work schedule for this project. CONSULTANT's failure to satisfactorily complete work assigned within the time specified, without prior written approval from METRO, is a material breach of this Contract and METRO may terminate CONSULTANT and seek to recover damages sustained as a result of the breach.

2.4. CONSULTANT Responsibilities

Professional Services. CONSULTANT shall perform all necessary professional services in a satisfactory and proper manner, consistent with METRO's requirements. CONSULTANT shall perform all services using prudent practices in accordance with current professional standards and all laws, codes, regulations, and other applicable standards including, but not limited to, those listed below in the Design Standards Section.

Pre-Design Study. CONSULTANT shall conduct studies, as appropriate, that serve as pre-design information for decision-making and determining the design approach and scope. This responsibility includes, but is not limited to, the following:

- Development of the study approach and methodology;
- Securing METRO approval of the approach and methodology;
- Conducting the study; and,
- Preparation and presentation of the study and reports.

Design. CONSULTANT shall furnish design services, as appropriate, including all planning, surveying, geotechnical investigations, studies, engineering, preparation of legal descriptions necessary for easements, and cost estimating in accordance with a work program for the individual project that shall include the following phases:

- **Planning Phase**
 - o Preparation of planning phase studies, evaluations, reports, exhibits, programs, and concept designs.
- **Design Phase**
 - o Preparation of construction documents including all drawings, specifications, and details necessary for construction purposes;

- o Preparation of detailed construction cost estimates;
- o Review and recommendations of studies, evaluations, reports, and construction documents for completeness, technical adequacy, and optimum construction feasibility and economy; and,
- o Assistance with preparation of bidding materials and serving as a resource during evaluation of responses, if needed, for an individual project.
- **Submittals**
 - o In general, 6 copies will be required for submittals.
 - o 30% preliminary design report including an opinion of probable cost.
 - o 60% preliminary design, specifications, estimated quantities, opinion of probable cost.
 - o 90% final design, specifications, estimated quantities, detailed opinion of probable cost, and submit for all permits necessary.
 - o 100% corrected plans, specifications and contract documents, electronic drawing, file, and all approvals and permits and original Mylar plan sheets.
- **Construction Phase**
 - o Review of shop drawings, product data, samples, or other construction contractor submittals for approval, recommendation, or other appropriate action;
 - o Provide construction monitoring in accordance with the individual project's work program, adjustments to construction cost estimates, and inspection services for the duration of the construction; and,
 - o Assemble project closeout documents.

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If METRO orders changes or alterations in the work to be performed by CONSULTANT, METRO will hold a scoping conference to outline the CONSULTANT's change in services. Following the scoping conference, CONSULTANT shall, within seven (7) business days, provide a written proposal including a description of the services, as altered, a proposed time for completion, personnel to be employed on the assignment, and a detailed derivation of the proposed price. The price shall be the product of the agreed number of hours required for performance of the assignment and the accepted hourly rates for the disciplines involved, as set forth in CONSULTANT's fee schedule negotiated for this project.

All original documents, such as plans, tracings, specifications, drawings, maps, and other documents illustrating the scale and relationship of the individual project components that are prepared by CONSULTANT and form a part of CONSULTANT's services (the "Design Documents") shall become the property of METRO and shall be delivered to METRO upon completion of an individual project. CONSULTANT shall be responsible for the protection and/or replacement of any Design Documents in CONSULTANT's possession. METRO shall receive all original Design Documents and CONSULTANT shall retain a reproducible copy when the individual project is complete. Such documents may only be used by METRO as reference materials. Basic design notes and sketches, charts, computations and other data prepared or obtained under this Contract shall be made available, upon request, to METRO without restriction or limitation on their use.

Upon completion of the Design Documents, CONSULTANT shall deliver to METRO the originals of the Design Documents complete and ready for reproduction, along with ten (10) bidding sets. Reproduction of additional bidding sets will be by METRO and at METRO's expense.

CONSULTANT shall provide drawings and specifications for METRO's review and comments upon completion of schematic and design development stages. Construction documents shall be provided to METRO for review and comments at thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) of project completion or at other intervals specified by METRO. Five (5) sets of each document shall be provided by CONSULTANT at specified times.

CONSULTANT is responsible for obtaining at least three (3) copies of items such as training and operating

manuals, operating instructions, maintenance information and instructions, drawings, bonds, warranties, guarantees, etc. and maintaining them in a central file (electronically and/or in hard copy) until the project is complete.

Upon final completion of an individual project, CONSULTANT will turn over, in a format acceptable to METRO, all training manuals, operating manuals, operating instructions, maintenance information, instruction manuals, drawings, bonds, warranties, guarantees, photos or videos made during an individual project, at least three (3) complete sets of hard copy as-built drawings for the completed individual project, at least three (3) electronic copies of as-built drawings, and all other record documents and things customarily or expressly required to be provided by CONSULTANT ("the Closeout Documents"). The Closeout Documents shall be provided to METRO at CONSULTANT's expense. **Metro's receipt of the Closeout Documents is a condition precedent to the closeout of each individual project and to CONSULTANT being entitled to receive final payment.**

2.5. Errors and Deficiencies

CONSULTANT shall, without additional compensation, correct or revise any errors, deficiencies, or incomplete, inaccurate, or defective work in its designs, drawings, specifications, and other services. Defective work includes, but is not limited to, erroneous tabulations, incomplete surveys, maps, or reports, and incorrectly assembled reports, plans, specifications, or similar documents caused by CONSULTANT's error or omission. METRO's acceptance of closeout documents, design documents, required studies, reports, designs, or other similar documentation, shall not relieve CONSULTANT from the obligation to correct any defective work, whether previously or subsequently noted.

METRO's review, approval, acceptance of, or payment for, the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. CONSULTANT shall remain liable to METRO in accordance with applicable law for all damages to METRO caused by CONSULTANT's negligent performance of any of the services furnished under this Contract. The rights and remedies of METRO provided for under this Contract are in addition to any other rights and remedies provided by law. Neither payment to CONSULTANT by METRO, nor any other act or omission by METRO, shall be interpreted or construed as an acceptance of any work of CONSULTANT not strictly in compliance with this Contract.

2.6. Design Standards

Professional Standards

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this Contract. CONSULTANT's services shall be performed with the same skill and care that would be exercised by a qualified professional design consultant performing similar services. All aspects of professional services shall be performed or supervised by a licensed architect and/or engineer who is registered in the State of Tennessee. The seal of that architect and/or engineer shall be affixed to all related documentation that includes, but is not limited to, the following: construction plans, engineering studies, and reports. All aspects of required surveying services shall be performed or supervised by a land surveyor who is registered in the State of Tennessee. The seal of that land surveyor shall be affixed to all related documentation including, but not limited to, the following: boundary surveys; right-of-way surveys; legal descriptions; topographical surveys; and, surveys related to construction.

Applicable Specifications

In general, designs, as they apply to an individual project, shall conform to the current edition requirements of:

- AASHTO Policy on Geometric Design of Highways and Streets,
- METRO's Subdivision Specifications for Streets and Roads,
- Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction,
- Manual on Uniform Traffic Control Devices,
- METRO Fire Code,
- Tennessee Department of Health and Environment Design Criteria for Water Works,
- Tennessee Department of Health and Environment Design Criteria for Sewerage Work,
- METRO Stormwater Management Regulations,
- Southern Building Code (SBC),
- METRO Building Codes: Electrical, Mechanical, and Plumbing,
- Americans with Disabilities Act (ADA),
- Occupational Safety and Health Administration (OSHA),
- National Fire Protection Association,
- METRO Department of Water and Sewerage Services Standards,
- Architectural and Transportation Barriers Compliance Board: 36 CFR, Part 119,
- Normally accepted construction practices, and
- Any other applicable codes and design standards.

2.7. Construction Monitoring Services

CONSULTANT will determine, in general, if the work is proceeding in a manner that is likely to result in the completed work conforming to the design concept and design documents and will keep METRO informed of the progress of the work.

CONSULTANT shall not supervise, direct, control, have authority over, or be responsible for the individual project contractor's acts or omissions, means, methods, techniques, sequences, procedures of construction, safety precautions and programs, or any failure of the contractor to comply with applicable laws and regulations related to the furnishing or performance of the work. Likewise, CONSULTANT will not be responsible for any subcontractors, materialmen, suppliers, or other persons performing or furnishing contractor's work. CONSULTANT's authority is limited as set forth in this Contract and the same limitations shall apply to any of CONSULTANT's subconsultants, assistants, and subcontractors.

CONSULTANT will review all requests for payment, change orders, maintenance and operating instructions, schedules, guarantees, warranties, active bonds, current certificates of insurance, certificates of inspection, tests, approvals and other documentation required to be delivered by this Contract, to determine general compliance with the design documents' requirements.

The CONSULTANT shall provide a review of construction progress in accordance with the work program and as follows:

Site Visit Requirements. CONSULTANT shall visit the project site at intervals prescribed by METRO, but, in any event, at least weekly, to verify the progress and quality of the work and to determine if work is in compliance with design documents, the schedule for construction, and applicable laws, building codes, rules, and regulations of public authorities having jurisdiction over the work. Each on-site inspection shall be conducted by CONSULTANT

or an experienced and qualified representative who is knowledgeable about the project and competent in the disciplines having trade activities in progress at the time of the inspection. CONSULTANT shall promptly report to METRO, in writing, the results of each inspection, including defects and deficiencies in the work, and shall recommend appropriate corrective action, if any is necessary. Upon request, if needed for the project, METRO may require on-site detailed inspection of the work.

Clarifications and Interpretations. CONSULTANT shall have seven (7) days to review, certify, approve, reject, or take other appropriate action on all submittals such as shop drawings, product data, and samples and return them to the project contractor. CONSULTANT shall not approve any such submittals unless they conform to the individual project design concept, the design documents, and the project budget. CONSULTANT shall issue, with reasonable promptness, such written clarifications or interpretations of the requirements of CONSULTANT's work product (in the form of drawings or otherwise) as necessary, which shall be consistent with the intent of and reasonably inferred by the CONSULTANT's work product.

Authorized Variations In Work. With METRO's approval, CONSULTANT may authorize minor variations from the requirements of the design documents if the adjustments are compatible with the design concept and do not involve adjustment in the Contract Price or schedule.

Rejecting Defective Work. CONSULTANT shall have the authority and responsibility to reject defective work and work that is not in compliance with the individual project design concept. METRO shall be immediately notified, in writing, when work is rejected.

Determinations for Unit Price. CONSULTANT shall verify actual and appropriate quantities and classifications of the unit price work performed by the individual project contractor. CONSULTANT shall provide written documentation supporting the decision to accept or deny unit pricing and classifications.

Dispute Analysis. CONSULTANT will be the initial interpreter of the requirements of the design documents and determine the acceptability of the work. The individual project contractor may challenge the CONSULTANT's interpretations by notifying both the CONSULTANT and METRO in writing. Written notice of each such challenge shall be delivered within thirty (30) days of the CONSULTANT's determination. METRO will be the final arbitrator of the challenge and will determine the appropriate resolution.

2.8. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by CONSULTANT or by any subconsultant, Metro may withhold from payments due CONSULTANT an amount sufficient to pay underpaid employees. This amount shall be established by the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amount withheld may be disbursed by METRO to the respective employees to whom it is due, for and on account of CONSULTANT or subconsultant.

2.9. Representations of CONTRACTOR

In order to induce METRO to execute this Contract and recognizing that METRO is relying thereon, CONTRACTOR, by executing this Contract, makes the following express representations to METRO:

- CONTRACTOR is fully qualified to perform the work on this project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to perform the work on this project;
- CONTRACTOR has become familiar with the project site and the local conditions under which the project is to be constructed and operated;

- CONTRACTOR has received, reviewed, and carefully examined all of the documents attached to this Contract and has found them to be generally sufficient to indicate and convey understanding of the terms and conditions for constructing and completing the project;
- CONTRACTOR agrees to notify METRO immediately of all conflicts, errors, ambiguities, or discrepancies that are discovered in the attachments to this Contract, including, but not limited to the Plans and Specifications; and,
- CONTRACTOR had access to the site for examinations, explorations, tests, and studies prior to submitting an offer, and relied exclusively upon CONTRACTOR's own estimates and investigations and other data which was necessary for full and complete information upon which CONTRACTOR's offer was based; in addition to the representations contained in CONTRACTOR's offer.

2.10. Stormwater Management

All activities performed under this Contract shall be conducted in full compliance with Metro Code of Law §§ 15.64 et al (Stormwater Management) including §§ 15.64.205

(<http://www.nashville.gov/Water-Services/Pollution-Prevention/Illicit-Discharge-Ordinance.aspx>).

This requirement pertains to Unlawful/Prohibited Discharges to the METRO Storm Sewer System/Community Waters. It prohibits the discharge of "wastewater" and "non-stormwater" discharges such as wash water, process wastewater, etc. into the Municipal Storm Sewer System (MS4) or into Community Waters. Any questions relating to these provisions should be routed to the METRO Water Services (MWS) NPDES Office at (615) 880-2420. This requirement shall apply to all METRO construction projects in the service area, including areas outside Davidson County.

CONTRACTOR shall bear responsibility for all of CONTRACTOR's actions that cause MWS to violate project regulatory permits or Federal, State, or local environmental regulations. Such permits and regulations may include, but are not limited to:

- U.S. Army Corps of Engineers 404 Permits
- TDEC Aquatic Resource Alteration Permits
- TDEC Construction General Permits
- Any State or Federal permits/approvals related to Threatened and Endangered Species
- METRO Individual NPDES permits
- METRO Code §15.64.205 - Metro Illicit Discharge Ordinance
- METRO Stormwater Management Manual

CONTRACTOR's responsibility shall include, but not be limited to, payment of all fines, assessments and/or civil penalties incurred due to CONTRACTOR's work, actions, design, or installation and payment for any mitigation measures required due to the violation and cleanup associated with any violation.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in

the Metropolitan Clerk's Office. The Contract Term will end AT PROJECT COMPLETION or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of **\$1,200,000.00**. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and

maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Professional Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of

CONTRACTOR's breach of warranty.

8.3. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.4. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.5. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable,

CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.6. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.7. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR

may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.8. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.9. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.10. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.11. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.12. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.13. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.14. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is

in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.15. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.16. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.17. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.18. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.19. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages to the extent caused by negligent or intentional wrongful acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.20. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.21. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.22. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.23. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or

Contract Purchase Agreement 459172,
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covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.24. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.25. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.26. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 459172

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: CDM SMith

Attention: Zack Daniel

Address: 210 25th Avenue North, Suite 1102

City, State Zip Code: Nashville, TN 37203

Telephone: 615-320-3161

Fax: 615-320-6560

E-mail: danielza@cdmsmith.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: CDM Smith

Attention: Zack Daniel

Address: 210 25th Avenue North, Suite 1102

City, State Zip Code: Nashville, TN 37203

Email Address: danielza@cdmsmith.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 459172

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

Scott Potter ADM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane BW
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'dneal Utt GLM
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BC
Metropolitan Attorney Insurance

John Cooper KW
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites
Metropolitan Clerk

11/12/2019 | 9:48 AM CST
Date

CONSULTANT

CDM Smith
Company Name

Zack Daniel
Signature of Company's Contracting Officer

Zack Daniel
Officer's Name

Vice President
Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/07/2019

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:		
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: LM Insurance Corporation		33600
	INSURER D: Lloyd's Syndicate No. 2623		AA1128623
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570076640982** **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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6049	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-069	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA561DB8T8Z6019 AOS WC5611B8T8Z6029 WI	01/01/2019 01/01/2019	01/01/2020 01/01/2020	<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
D	Archit&Eng Prof			PSDEF1900033 Professional/Claims Made	01/01/2019	01/01/2020	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFQ # 1058657
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville TN 37201 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

Holder Identifier : AE

Certificate No : 570076640982



POLICY NUMBER: TB7611B8T8Z6049

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: AS2-611-B8T8Z6-069

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Exhibit A - Pricing Information

<u>Labor Category</u>	<u>Hourly Billing Rate</u>
Senior Coatings Specialist w/Travel (outside consultant)	\$290
Vice President / Senior Officer	\$250
Associate	\$230
Senior Technical Specialist (Scientist/Engineer)	\$205
Project Manager	\$175
Senior Engineer	\$175
Registered Land Surveyor	\$170
Construction Specialist / Estimator	\$150
Senior Staff Scientist	\$150
Junior Engineer	\$145
Senior CADD Technician / Designer	\$135
Survey Crew Chief	\$135
Inspector - NACE Level 3	\$135
Entry Level Engineer	\$115
Staff Scientist	\$115
Survey Crew Technician	\$115
Inspector - NACE Level 2	\$110
Project Administration	\$105
CADD Technician / Designer	\$95
Field Technician	\$90

What index will be used when submitting an escalation / de-escalation request?	Bureau of Labor Statistic's ECI for professional, scientific, and technical services (total compensation, private industry, not seasonally adjusted).
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Maximum Percentage of Escalation	3%
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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

May 31, 2019

Zack Daniel
CDM Smith
210 25th Avenue North
Nashville, TN 37203

Re: **RFQ # 1058657, Design Services for Phase II Reservoirs**

Dear Mr. Daniel:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1058657 for Design Services for Phase II Reservoirs. This letter hereby notifies you of Metro's intent to award to CDM Smith, contingent upon Mayoral approval and successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days of completed contract negotiations.

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact John Shire, BAO Representative, at (615) 862-6664 or at john.shire@nashville.gov.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Brad Wall by email at brad.wall@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in blue ink that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File
Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.




METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Request for Mayoral Selection of A&E Firm RFQ # 1058657, Design Services for Phase II Reservoirs

Metro received four (4) proposals for the A&E Review Board to consider. The Review Board submits for review and selection by the Mayor the top three (3) evaluated firms listed below in alphabetical order, accompanied by the Review Board's summary.

While it is acknowledged that the selection is solely that of the Mayor, it is the Review Board's recommendation that **CDM Smith** be considered for this project.

A&E Firm: CDM Smith 

Strengths: Firm provided a detailed description of their understanding and expertise in all of the services requested in the solicitation. Firm provided detailed experience in tank rehabilitation and demolition. Firm's office is located inside Davidson County. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir rehabilitation projects. Firm provided a detailed organizational chart. Firm provided detailed resumes of key individuals. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years. Firm provided a detailed description of the time commitment for each of the key personnel assigned to this project. Firm provided a detailed description of their approach to managing/coordinating all of the services to be provided under this solicitation. Firm provided a detailed Gantt Chart. Firm provided detailed information pertaining to risk associated with the project and provided their risk mitigation plans. Firm provided a detailed approach to quality management.

Weaknesses: Firm failed to include the dates for the jobs listed to substantiate the years of experience claimed. Firm's description of their special qualifications was generic and lacked detail. Firm's description of current litigation(s) lacked detail. Firm doesn't track or maintain a centralized record of employee license violations. Firm's description of their team's (prime and sub-consultants) knowledge in designing reservoir demolition projects lacked detail. Two (2) reference projects submitted were not of similar size and scope (8th Avenue Reservoir Condition Assessment, Recommendations, and Design and Water Distribution System Hydraulic Modeling and Optimization).

MWBE Plan: Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: KS Ware & Associates (WBE - accepted offer), Geotek Engineering Company, Inc. (MBE - declined offer), and Connico, Inc. (WBE - declined)

SBE/SDV Plan: Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE

subcontractors: KS Ware & Associates, LLC for Lead Sampling & Analysis. KS Ware will also provide Geotechnical Support.

A&E Firm: **Jacobs Engineering Group, Inc.**

Strengths: Firm provided a detailed description of their understanding and expertise in all of the services requested in the solicitation. Firm provided a detailed description of their special qualifications for this project. Firm's office is located inside Davidson County. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir rehabilitation projects. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir demolition projects. Firm provided detailed resumes of key individuals. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years. Firm provided a detailed description of their approach to managing/coordinating all of the services to be provided under this solicitation. Firm provided a detailed Gantt Chart. Firm provided detailed information pertaining to risk associated with the project and provided their risk mitigation plans. Firm provided a detailed approach to quality management.

Weaknesses: Firm failed to include the dates for the jobs listed to substantiate the years of experience claimed. Firm's description of current litigation(s) lacked detail. Firm doesn't track or maintain a centralized record of employee license violations. Firm's organizational chart was listed in another section (listed within reference projects and capacity to perform section instead of the team qualifications section). Two (2) reference projects submitted were not of similar size and scope (ORNL Structural Analysis and City of Tacoma - Corrosion Control Continuing Services Contract). Firm failed to provide email addresses for their reference projects. Firm's time commitment for each of the key personnel assigned to this project was listed in another section (listed within the team qualifications section instead of the reference projects and capacity to perform section). Firm proposed contract exceptions.

MWBE Plan: Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: CIA, LLC (WBE - accepted), K.S. Ware & Associates (WBE - accepted), and Connico, Inc. (WBE - accepted)

SBE/SDV Plan: Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE subcontractors: Civil Infrastructure Associates, LLC for Surveying, KS Ware & Associates for Geotechnical, and Connico, Inc for Cost Estimating.

A&E Firm: **Smith Seckman Reid, Inc.**

- Strengths:** Firm provided a detailed description of the current litigation(s). Firm stated that they didn't have any employee licensing violations over the past five years. Firm's office is located inside Davidson County. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir rehabilitation projects. Firm provided a detailed organizational chart. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years. Firm provided a detailed description of the time commitment for each of the key personnel assigned to this project. Firm provided a detailed description of their approach to managing/coordinating all of the services to be provided under this solicitation. Firm provided detailed information pertaining to risk associated with the project, and provided their risk mitigation plans.
- Weaknesses:** Firm's description of their understanding and expertise in all of the services requested in the solicitation lacked specific detail. Firm's description of their special qualifications was generic and lacked detail. Firm didn't demonstrate their team's (prime and sub-consultants) knowledge/experience in designing reservoir demolition projects. In the resumes submitted none of the proposed team members provided detail on their experience in the demolition of water reservoirs. Two (2) reference projects submitted were not of similar size and scope (38th Avenue Storage Tank and Southwest Repurified Tank). Project schedule listed on the Gantt Chart does not demonstrate an understanding of the time necessary to complete tank inspections prior to design.
- MWBE Plan:** Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: Geotek Engineering Company (MBE - accepted), Hawkins Partners, Inc. (WBE - accepted), and Connico, Inc (WBE - accepted)
- SBE/SDV Plan:** Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE subcontractors: Geotek Engineering Company for Geotechnical engineering, Hawkins Partners, Inc. for Landscape Architecture, and Connico, Inc for Cost Estimation.

RFQ # 1058657 - Design Services for Phase II Reservoirs (A&E)

	CDM Smith	Jacobs Engineering Group Inc	Smith Seckman Reid Inc.	Tank Industry Consultants
Contract Acceptance/Contract Exceptions	Accepted with no exceptions	Contract Exceptions	Accepted with no exceptions	Contract Exceptions
Firm Qualifications (30 Points)	27	22	25	18
Team Qualifications (20 Points)	18	18	14	12
Reference Projects and Capacity to Perform (35 Points)	30	26	30	22
Project Schedule and Risk Mitigation (15 Points)	15	15	13	10
Total (100 Points)	90.00	81.00	82.00	62.00

CDM Smith

Strengths - Firm provided a detailed description of their understanding and expertise in all of the services requested in the solicitation. Firm provided detailed experience in tank rehabilitation and demolition. Firm's office is located inside Davidson County. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir rehabilitation projects. Firm provided a detailed organizational chart. Firm provided detailed resumes of key individuals. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years. Firm provided a detailed description of the time commitment for each of the key personnel assigned to this project. Firm provided a detailed description of their approach to managing/coordinating all of the services to be provided under this solicitation. Firm provided a detailed Gantt Chart. Firm provided detailed information pertaining to risk associated with the project, and provided their risk mitigation plans. Firm provided a detailed approach to quality management.

Weaknesses - Firm failed to include the dates for the jobs listed to substantiate the years of experience claimed. Firm's description of their special qualifications was generic and lacked detail. Firm's description of current litigation(s) lacked detail. Firm doesn't track or maintain a centralized record of employee license violations. Firm's description of their team's (prime and sub-consultants) knowledge in designing reservoir demolition projects lacked detail. Two (2) reference projects submitted were not of similar size and scope (8th Avenue Reservoir Condition Assessment, Recommendations, and Design and Water Distribution System Hydraulic Modeling and Optimization).

Jacobs Engineering Group Inc

Strengths - Firm provided a detailed description of their understanding and expertise in all of the services requested in the solicitation. Firm provided a detailed description of their special qualifications for this project. Firm's office is located inside Davidson County. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir rehabilitation projects. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir demolition projects. Firm provided detailed resumes of key individuals. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years. Firm provided a detailed description of their approach to managing/coordinating all of the services to be provided under this solicitation. Firm provided a detailed Gantt Chart. Firm provided detailed information pertaining to risk associated with the project, and provided their risk mitigation plans. Firm provided a detailed approach to quality management.

Weaknesses - Firm failed to include the dates for the jobs listed to substantiate the years of experience claimed. Firm's description of current litigation(s) lacked detail. Firm doesn't track or maintain a centralized record of employee license violations. Firm's organizational chart was listed in another section (listed within reference projects and capacity to perform section). Two (2) reference projects submitted were not of similar size and scope (ORNL Structural Analysis and City of Tacoma - Corrosion Control Continuing Services Contract). Firm failed to provide email addresses for their reference projects. Firm's time commitment for each of the key personnel assigned to this project was listed in another section (listed within the team qualifications section). Firm proposed contract exceptions.

Smith Seckman Reid Inc.

Strengths - Firm provided a detailed description of the current litigation(s). Firm stated that they didn't have any employee licensing violations over the past five years. Firm's office is located inside Davidson County. Firm provided a detailed description of the team's (prime and sub-consultants) knowledge in designing reservoir rehabilitation projects. Firm provided a detailed organizational chart. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years. Firm provided a detailed description of the time commitment for each of the key personnel assigned to this project. Firm provided a detailed description of their approach to managing/coordinating all of the services to be provided under this solicitation. Firm provided detailed information pertaining to risk associated with the project, and provided their risk mitigation plans.

Weaknesses - Firm's description of their understanding and expertise in all of the services requested in the solicitation lacked specific detail. Firm's description of their special qualifications was generic and lacked detail. Firm didn't demonstrate their team's (prime and sub-consultants) knowledge/experience in designing reservoir demolition projects. In the resumes submitted none of the proposed team members provided detail on their experience in the demolition of water reservoirs. Two (2) reference projects submitted were not of similar size and scope (38th Avenue Storage Tank and Southwest Repurified Tank). Project schedule listed on the Gantt Chart does not include enough time to take each tank out of service for inspection prior to the design.

Tank Industry Consultants

Strengths - Firm provided a detailed list of jobs to substantiate their years of experience. Firm stated that they have no current litigations. Firm stated that they didn't have any employee licensing violations over the past five years. Firm provided a detailed list of work with any agency of Metro within the last seven (7) years.

Weaknesses - Firm's description of their special qualifications was generic and lacked detail. Firm's office is located outside Davidson County. Firm's description of their team's (prime and sub-consultants) knowledge in designing reservoir demolition projects lacked detail. Firm failed to provide an organizational chart. One (1) reference project was not of similar size and scope (City of Johnson City). Firm failed to address the time commitment for each of the key personnel assigned to this project. Firm's description of their approach to managing/coordinating all of the services to be provided under this solicitation lacked detail. Project schedule listed on the Gantt Chart does not include enough time to take each tank out of service for inspection prior to the design. Firm's information pertaining to risk associated with the project, and their risk mitigation plans was generic and lacked detail. Firm's description of their approach to managing/coordinating all of the services to be provided under this solicitation lacked detail. Firm proposed contract exceptions.

PNP Compliance Results From

Department Name: Water RFP/ITB Number: RFQ# 1058657 Project Name: Design Services for Phase II Reservoirs (A&E)		
Primary Contractor	PNP Compliant (Yes/No)	Determination Comments/% of Participation Proposed or Bid
CDM Smith	Yes	Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: KS Ware & Associates (WBE - accepted offer) , Geotek Engineering Company, Inc. (MBE - declined offer) , and Connico, Inc. (WBE - declined)
Jacobs Engineering Group Inc	Yes	Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: CIA, LLC (WBE - accepted) , K.S. Ware & Associates (WBE - accepted) , and Connico, Inc. (WBE - accepted)
Smith Seckman Reid Inc	Yes	Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: Geotek Engineering Company (MBE - accepted) , Hawkins Partners, Inc. (WBE - accepted) , and Connico, Inc (WBE - accepted)
Tank Industry Consultants	Yes	Proposer is compliant with the Procurement Nondiscrimination Program requirements having reached out to three certified MWBE firms: CIA, LLC (WBE - accepted) , KTRC Worldwide Engineering, Inc (MBE - declined) , and Planning, Design & Research Engineers Inc (MBE - declined)

Date: 04/15/2019

Metro Buyer: Brad Wall

BAO Rep: John Shire

BAO SBE Assessment Sheet

BAO Specialist: John Shire

Contract Specialist: Brad Wall

Date: 04/15/2019

Department Name: Metro Water Services

RFP/ITB Number: 1058657

Project Name: Design Services for Phase II Reservoirs (A&E) (15% SBE/SDV Requirement)

Primary Contractor:	SBEs approved?	Comments
CDM Smith	Yes	SBE/SDV Plan: Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE subcontractors: KS Ware & Associates, LLC for Lead Sampling & Analysis. KS Ware will also provide Geotechnical Support.
Jacobs Engineering Group Inc	Yes	SBE/SDV Plan: Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE subcontractors: Civil Infrastructure Associates, LLC for Surveying, KS Ware & Associates for Geotechnical, and Connico, Inc for Cost Estimating.
Smith Seckman Reid Inc	Yes	SBE/SDV Plan: Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE subcontractors: Geotek Engineering Company for Geotechnical engineering, Hawkins Partners, Inc. for Landscape Architecture, and Connico, Inc for Cost Estimation.
Tank Industry Consultants	Yes	SBE/SDV Plan: Proposer acknowledged a 15% participation requirement of SBE/SDV over life of the project as required by the solicitation. Proposed to utilize the following SBE subcontractors: CIA Engineers for Civil Engineering and Survey.



Contract Standards Deviations

Contract Purchase Agreement 459172.0: Contract Standards Deviations - 13-Aug-2019

Supplier Buyer	CDM Smith WALL, BRADLEY D	Supplier Site Amount	CDM 1200000.00
Contract Template	MASTER Architect and Engineering Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses		
Deviation	Section	Clause Title	
Non-Standard clause added	4. COMPENSATION	4.4. Escalation/De-escalation	
Standard clause modified	1. ARCHITECTURAL AND ENGINEERING CONTRACT	1.1. 91:Heading A&E	
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities	
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.4. 94:CONSULTANT Responsibilities	
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term	
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value	
Category	Standard clauses missing		
Deviation	Section	Clause Title	
Optional clause removed	4. COMPENSATION	4.3. 27:Escalation/De-escalation	
Optional clause removed	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement	
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.3. 167:Software License	
Category	Invalid clauses		
Deviation	Section	Clause Title	
Clause expired	8. GENERAL TERMS AND CONDITIONS	8.18. 66:Ethical Standards	
Category	Standard clauses added		
Deviation	Section	Clause Title	
Standard clause added	6. NONDISCRIMINATION	6.3. 44:Procurement Nondiscrimination Program Requirement	

Policy Deviations

Deviation	Description	Line	Item	Item Description
	The contract has no Policy Deviations			



Contract Standards Deviations



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Non-Standard clause added

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 91:Heading A&E
Section	1. ARCHITECTURAL AND ENGINEERING CONTRACT
Deviation	Standard clause modified

Clause Text

This Contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **CDM Smith** ("CONSULTANT") located at **210 25th Avenue North Suite 1102, Nashville, TN 37203**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A - Pricing Information***
- ***The solicitation documentation for RFQ# 1058657 and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Procurement Nondiscrimination Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Where this Contract references "CONTRACTOR" in **all caps**, it is understood to be the CONSULTANT.

Comparison to Standard

This Contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and Enter Legal Name CDM Smith ("CONSULTANT") located at -Address, City, St. ZIP. 210 25th Avenue North Suite 1102, Nashville, TN 37203. This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits, Exhibit A - Pricing Information
- The solicitation documentation for RFQ# [Enter Number] 1058657 and affidavit(s) (all made a part of this contract by reference),
- Purchase Orders (and PO Changes),
- CONTRACTOR's response to the solicitation,
- Procurement Nondiscrimination Program forms (incorporated by reference).

In the event of conflicting provisions, all documents shall be construed in the order listed above.

Where this Contract references "CONTRACTOR" in all caps, it is understood to be the CONSULTANT.



Contract Standards Deviations

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide design solutions and services, drawings, construction documents, cost estimating, scheduling services, and construction phase services for reservoir improvements at various Metro sites.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below~~ design solutions and ~~more fully defined in the solicitation.~~ services, drawings, construction documents, cost estimating, scheduling services, and construction phase services for reservoir improvements at various Metro sites.

Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.4. 94:CONSULTANT Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

Professional Services. CONSULTANT shall perform all necessary professional services in a satisfactory and proper manner, consistent with METRO's requirements. CONSULTANT shall perform all services using prudent practices in accordance with current professional standards and all laws, codes, regulations, and other applicable standards including, but not limited to, those listed below in the Design Standards Section.

Pre-Design Study. CONSULTANT shall conduct studies, as appropriate, that serve as pre-design information for decision-making and determining the design approach and scope. This responsibility includes, but is not limited to, the following:

- Development of the study approach and methodology;
- Securing METRO approval of the approach and methodology;
- Conducting the study; and,
- Preparation and presentation of the study and reports.

Design. CONSULTANT shall furnish design services, as appropriate, including all planning, surveying, geotechnical investigations, studies, engineering, preparation of legal descriptions necessary for easements, and cost estimating in accordance with a work program for the individual project that shall include the following phases:

- **Planning Phase**
 - Preparation of planning phase studies, evaluations, reports, exhibits, programs, and concept designs.
- **Design Phase**
 - Preparation of construction documents including all drawings, specifications, and details necessary for construction purposes;
 - Preparation of detailed construction cost estimates;
 - Review and recommendations of studies, evaluations, reports, and construction documents for completeness, technical adequacy, and optimum construction feasibility and economy; and,
 - Assistance with preparation of bidding materials and serving as a resource during evaluation of responses, if needed, for an individual project.
- **Submittals**
 - In general, 6 copies will be required for submittals.
 - 30% preliminary design report including an opinion of probable cost.
 - 60% preliminary design, specifications, estimated quantities, opinion of probable cost.
 - 90% final design, specifications, estimated quantities, detailed opinion of probable cost, and submit for all permits necessary.
 - 100% corrected plans, specifications and contract documents, electronic drawing, file, and all approvals and permits and original Mylar plan sheets.
- **Construction Phase**
 - Review of shop drawings, product data, samples, or other construction contractor submittals for approval, recommendation, or other appropriate action;
 - Provide construction monitoring in accordance with the individual project's work program, adjustments to construction cost estimates, and inspection services for the duration of the construction; and,
 - Assemble project closeout documents.

If METRO orders changes or alterations in the work to be performed by CONSULTANT, METRO will hold a scoping conference to outline the CONSULTANT's change in services. Following the scoping conference, CONSULTANT shall,

Contract Standards Deviations

within seven (7) business days, provide a written proposal including a description of the services, as altered, a proposed time for completion, personnel to be employed on the assignment, and a detailed derivation of the proposed price. The price shall be the product of the agreed number of hours required for performance of the assignment and the accepted hourly rates for the disciplines involved, as set forth in CONSULTANT's fee schedule negotiated for this project.

All original documents, such as plans, tracings, specifications, drawings, maps, and other documents illustrating the scale and relationship of the individual project components that are prepared by CONSULTANT and form a part of CONSULTANT's services (the "Design Documents") shall become the property of METRO and shall be delivered to METRO upon completion of an individual project. CONSULTANT shall be responsible for the protection and/or replacement of any Design Documents in CONSULTANT's possession. METRO shall receive all original Design Documents and CONSULTANT shall retain a reproducible copy when the individual project is complete. Such documents may only be used by METRO as reference materials. Basic design notes and sketches, charts, computations and other data prepared or obtained under this Contract shall be made available, upon request, to METRO without restriction or limitation on their use.

Upon completion of the Design Documents, CONSULTANT shall deliver to METRO the originals of the Design Documents complete and ready for reproduction, along with ten (10) bidding sets. Reproduction of additional bidding sets will be by METRO and at METRO's expense.

CONSULTANT shall provide drawings and specifications for METRO's review and comments upon completion of schematic and design development stages. Construction documents shall be provided to METRO for review and comments at thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) of project completion or at other intervals specified by METRO. Five (5) sets of each document shall be provided by CONSULTANT at specified times.

CONSULTANT is responsible for obtaining at least three (3) copies of items such as training and operating manuals, operating instructions, maintenance information and instructions, drawings, bonds, warranties, guarantees, etc. and maintaining them in a central file (electronically and/or in hard copy) until the project is complete.

Upon final completion of an individual project, CONSULTANT will turn over, in a format acceptable to METRO, all training manuals, operating manuals, operating instructions, maintenance information, instruction manuals, drawings, bonds, warranties, guarantees, photos or videos made during an individual project, at least three (3) complete sets of hard copy as-built drawings for the completed individual project, at least three (3) electronic copies of as-built drawings, and all other record documents and things customarily or expressly required to be provided by CONSULTANT ("the Closeout Documents"). The Closeout Documents shall be provided to METRO at CONSULTANT's expense. **Metro's receipt of the Closeout Documents is a condition precedent to the closeout of each individual project and to CONSULTANT being entitled to receive final payment.**

Comparison to Standard

Professional Services. CONSULTANT shall perform all necessary professional services in a satisfactory and proper manner, consistent with METRO's requirements. CONSULTANT shall perform all services using prudent practices in accordance with current professional standards and all laws, codes, regulations, and other applicable standards including, but not limited to, those listed below in the Design Standards Section.

Pre-Design Study. CONSULTANT shall conduct studies, as appropriate, that serve as pre-design information for decision-making and determining the design approach and scope. This responsibility includes, but is not limited to, the following:

Development of the study approach and methodology; Securing METRO approval of the approach and methodology; Conducting the study; and, Preparation and presentation of the study and reports.

Design. CONSULTANT shall furnish design services, as appropriate, including all planning, surveying, geotechnical investigations, studies, engineering, preparation of legal descriptions necessary for easements, and cost estimating in accordance with a work program for the individual project that shall include the following phases:

Planning Phase Preparation of planning phase studies, evaluations, reports, exhibits, programs, and concept designs. Design Phase Preparation of construction documents including all drawings, specifications, and details necessary for construction purposes; Preparation of detailed construction cost estimates; Review and recommendations of studies, evaluations, reports, and construction documents for completeness, technical adequacy, and optimum construction

Contract Standards Deviations

feasibility and economy; and, Assistance with preparation of bidding materials and serving as a resource during evaluation of responses, if needed, for an individual ~~project.~~Construction project.SubmittalsIn general, 6 copies will be required for submittals.30% preliminary design report including an opinion of probable cost.60% preliminary design, specifications, estimated quantities, opinion of probable cost.90% final design, specifications, estimated quantities, detailed opinion of probable cost, and submit for all permits necessary.100% corrected plans, specifications and contract documents,electronic drawing, file, and all approvals and permits and original Mylar plan sheets.Construction Phase Review of shop drawings, product data, samples, or other construction contractor submittals for approval, recommendation, or other appropriate action; Provide construction monitoring in accordance with the individual project's work program, adjustments to construction cost estimates, and inspection services for the duration of the construction; and, Assemble project closeout documents.

If METRO orders changes or alterations in the work to be performed by CONSULTANT, METRO will hold a scoping conference to outline the CONSULTANT's change in services. Following the scoping conference, CONSULTANT shall, within seven (7) business days, provide a written proposal including a description of the services, as altered, a proposed time for completion, personnel to be employed on the assignment, and a detailed derivation of the proposed price. The price shall be the product of the agreed number of hours required for performance of the assignment and the accepted hourly rates for the disciplines involved, as set forth in CONSULTANT's fee schedule negotiated for this project.

All original documents, such as plans, tracings, specifications, drawings, maps, and other documents illustrating the scale and relationship of the individual project components that are prepared by CONSULTANT and form a part of CONSULTANT's services (the "Design Documents") shall become the property of METRO and shall be delivered to METRO upon completion of an individual project. CONSULTANT shall be responsible for the protection and/or replacement of any Design Documents in CONSULTANT's possession. METRO shall receive all original Design Documents and CONSULTANT shall retain a reproducible copy when the individual project is complete. Such documents may only be used by METRO as reference materials. Basic design notes and sketches, charts, computations and other data prepared or obtained under this Contract shall be made available, upon request, to METRO without restriction or limitation on their use.

Upon completion of the Design Documents, CONSULTANT shall deliver to METRO the originals of the Design Documents complete and ready for reproduction, along with ten (10) bidding sets. Reproduction of additional bidding sets will be by METRO and at METRO's expense.

CONSULTANT shall provide drawings and specifications for METRO's review and comments upon completion of schematic and design development stages. Construction documents shall be provided to METRO for review and comments at thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) of project completion or at other intervals specified by METRO. Five (5) sets of each document shall be provided by CONSULTANT at specified times.

CONSULTANT is responsible for obtaining at least three (3) copies of items such as training and operating manuals, operating instructions, maintenance information and instructions, drawings, bonds, warranties, guarantees, etc. and maintaining them in a central file (electronically and/or in hard copy) until the project is complete.

Upon final completion of an individual project, CONSULTANT will turn over, in a format acceptable to METRO, all training manuals, operating manuals, operating instructions, maintenance information, instruction manuals, drawings, bonds, warranties, guarantees, photos or videos made during an individual project, at least three (3) complete sets of hard copy as-built drawings for the completed individual project, at least three (3) electronic copies of as-built drawings, and all other record documents and things customarily or expressly required to be provided by CONSULTANT ("the Closeout Documents"). The Closeout Documents shall be provided to METRO at CONSULTANT's expense. Metro's receipt of the Closeout Documents is a condition precedent to the closeout of each individual project and to CONSULTANT being entitled to receive final payment.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end AT PROJECT COMPLETION or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

Comparison to Standard

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end ~~INSERT END DATE OR~~ AT PROJECT ~~COMPLETION~~ COMPLETION or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive. -

~~—~~
~~[FIRST TWO SENTENCES OF THE NEXT PARAGRAPH MAY BE REMOVED IF THE CONTRACT CANNOT BE EXTENDED]~~

~~This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in In~~ no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of **\$1,200,000.00**. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\$[Agreement Amount]~~ \$1,200,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	4.3. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Optional clause removed

Clause Text

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Optional clause removed

Clause Text

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.3. 167:Software License
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

Contract Standards Deviations

Deviation Category	Invalid clauses
Clause Title	8.18. 66:Ethical Standards
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Clause expired

Version on Document

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Latest Version

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.



Contract Standards Deviations

Deviation Category	Standard clauses added
Clause Title	6.3. 44:Procurement Nondiscrimination Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Standard clause added

Clause Text

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Procurement Nondiscrimination Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Procurement Nondiscrimination Program, if applicable, in the execution of this Contract.


Certificate Of Completion

Envelope Id: 0AAFC95642C849CDA5581316BF939ED4	Status: Completed
Subject: Metro Contract 459172 with CDM Smith (Water Services)	
Source Envelope:	
Document Pages: 53	Signatures: 7
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190


Record Tracking

Status: Original 9/20/2019 8:24:23 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Brad Wall Brad.Wall@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 9/20/2019 8:29:55 AM Viewed: 9/20/2019 8:37:43 AM Signed: 9/20/2019 9:39:22 AM


Electronic Record and Signature Disclosure: Not Offered via DocuSign

Genario Pittman Genario.Pittman@nashville.gov Senior Procurement Officer Metro Nashville Finance Procurement Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 9/20/2019 9:39:24 AM Viewed: 9/20/2019 9:52:01 AM Signed: 9/20/2019 9:54:54 AM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	Sent: 9/20/2019 9:54:57 AM Viewed: 9/20/2019 10:45:13 AM Signed: 9/20/2019 10:45:53 AM
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Electronic Record and Signature Disclosure: Accepted: 9/20/2019 10:45:13 AM ID: 11b98d96-a802-442c-bf97-91490e7f5a56

Greg McClarin greg.mcclarin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 9/20/2019 10:45:56 AM Viewed: 9/20/2019 10:47:00 AM Signed: 9/20/2019 10:47:37 AM
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Electronic Record and Signature Disclosure: Accepted: 9/20/2019 10:47:00 AM ID: 4c7541a3-2e9f-4aab-afcd-e5067bea4343

Signer Events	Signature	Timestamp
<p>Zack Daniel danielza@cdmsmith.com Vice President CDM Smith Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/20/2019 10:50:08 AM ID: 6b645fc3-ea9f-4b45-9edc-80d3d45bc9c1</p>	<p><i>Zack Daniel</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 98.124.161.29</p>	<p>Sent: 9/20/2019 10:47:40 AM Viewed: 9/20/2019 10:50:08 AM Signed: 9/20/2019 11:48:20 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 9/20/2019 11:48:23 AM Viewed: 9/24/2019 6:37:00 PM Signed: 9/24/2019 6:37:33 PM</p>
<p>Scott Potter scott.potter@nashville.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/25/2019 12:03:48 PM ID: 3bcb0d8d-9d5a-4e53-b8b1-47ef06bcd7ce</p>	<p><i>Scott Potter</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192</p>	<p>Sent: 9/24/2019 6:37:37 PM Viewed: 9/25/2019 12:03:48 PM Signed: 9/25/2019 12:04:00 PM</p>
<p>Christopher L. Harmon chris.harmon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/25/2019 1:11:50 PM ID: 04b3ad0c-15cb-42f3-8f13-cc189f73ff58</p>	<p><i>CHH</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 9/25/2019 12:04:04 PM Viewed: 9/25/2019 1:11:50 PM Signed: 9/25/2019 1:13:36 PM</p>
<p>Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/25/2019 1:17:04 PM ID: 92de26fa-8883-430c-b364-3339a122627c</p>	<p><i>Talia Lomax O'dneal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 9/25/2019 1:13:40 PM Viewed: 9/25/2019 1:17:04 PM Signed: 9/25/2019 1:17:15 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/8/2019 2:10:56 PM ID: a4cc6bc6-caea-414c-999c-56d06deeb282</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 9/25/2019 1:17:18 PM Viewed: 9/30/2019 9:19:02 AM Signed: 9/30/2019 9:22:21 AM</p>

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 9/30/2019 9:22:27 AM Viewed: 9/30/2019 9:36:24 AM Signed: 9/30/2019 9:38:35 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 9/30/2019 9:36:24 AM ID: d72ee106-1971-4631-8f97-66997b847dcf</p>		
<p>Tara Ladd lara.ladd@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 9/30/2019 9:38:39 AM Viewed: 9/30/2019 9:58:04 AM Signed: 9/30/2019 9:59:11 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 9/30/2019 9:58:04 AM ID: 671b8da0-77f5-4c5b-8767-ec395a77cddd</p>		
<p>Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>KW</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 9/30/2019 9:59:14 AM Resent: 10/1/2019 8:28:25 AM Resent: 11/6/2019 7:43:47 AM Viewed: 11/6/2019 2:26:01 PM Signed: 11/6/2019 2:26:22 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/6/2019 2:26:01 PM ID: a797f77a-c3c4-42c9-be8f-ecc086ad51b9</p>		
<p>John Cooper mayor@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>John Cooper</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 11/6/2019 2:26:27 PM Viewed: 11/6/2019 4:26:15 PM Signed: 11/12/2019 9:43:28 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/12/2019 9:42:37 AM ID: fc9f07b4-c48a-450c-a33d-dc6b67416087</p>		
<p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 11/12/2019 9:43:33 AM Viewed: 11/12/2019 9:48:46 AM Signed: 11/12/2019 9:48:52 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/12/2019 9:48:46 AM ID: b067d753-11fe-4dae-8294-f2d4d0a15637</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	VIEWED	Sent: 9/30/2019 9:22:25 AM Viewed: 9/30/2019 9:22:50 AM Completed: 11/12/2019 9:48:59 AM
	Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 9/30/2019 9:22:50 AM
ID: dde1b499-aa4b-44c6-9c3a-9576c0e08f0a

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/12/2019 9:48:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Rich Woodroof richard.woodroof@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/12/2019 9:48:58 AM Viewed: 11/12/2019 11:07:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/12/2019 9:48:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/12/2019 9:48:59 AM
Certified Delivered	Security Checked	11/12/2019 9:48:59 AM
Completed	Security Checked	11/12/2019 9:48:59 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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