

Contract Amendment Abstract

J&R

Contract Amendment Information

Contract Title: Lebanon Pike Sidewalk Design ServicesAmendment Summary: Amend Clause 3.1 Contract Term to remove 60 month limitation as this is a Project Completion contractContract Number: 422498 Amendment Number: 3 Solicitation Number: 461569Type 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): YesContract Start Date: 11/1/2016 Contract Expiration Date: Project Completion Contract Term: Project CompletionPrevious Estimated Contract Life Value: \$493,252.10Amendment Value: \$0Fund: 40300 & 40016*New Estimated Contract Life Value: \$493,252.10BU: 42402014*

* (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: Joe Ann CarrProcuring Department: Public WorksDepartment(s) Served: Public Works

Prime Contractor Information

Prime Contracting Firm: HDR Engineering Inc. Phone #: 615-690-7126 ISN#: 11977Address: 8404 Indian Hills Drive City: Omaha State: NE Zip: 68114Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (check if applicable)Prime Company Contact: Brian Trotter Email Address: btrotter@hdrinc.com**Prime Contractor Signatory:** Ben Edelen Email Address: ben.edelen@hdrinc.com

Disadvantaged Business Participation for Entire Contract

*Small Business and Service-Disabled Veteran Business Program:*SBE/SDV Participation Amount: \$113,663.28 Percent, if applicable: N/A*Procurement Non-Discrimination Program:*M/WBE Participation Amount: \$140,549.09 Percent, if applicable: N/A*Federal Disadvantaged Business Enterprise:*No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 3 TO CONTRACT NUMBER 422498
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND HDR ENGINEERING 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 **HDR ENGINEERING INC.** located in Omaha, NE.

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 1, 2016, Metro Contract numbered 422498, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amends Clause 3.1 Contract Term to remove 60 month limitation from the contract due to this being a project completion contract. Clause shall read as follows:

"The Contract Term will begin on the date the Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end at project completion."

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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Contract Number 422498

Amendment Number 3

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

APPROVED AS TO PROJECT SCOPE:

Shanna Whitelaw SKW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle A Hernandez Lane JS
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotte GLM
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Almos BC
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

HDR Engineering, Inc.

Company Name

Ben Edelen

Signature of Company's Contracting Officer

Ben Edelen

Officer's Name

Sr. Vice President / Area Manager

Officer's Title

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

LEBANON PIKE SIDEWALK DESIGN SERVICES - CONTRACT #422498.

ADDITIONAL INSURED: METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS.

Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Location(s):</p> <p>All locations owned by or rented to the Named Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:

 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: TB2-641-444950-031

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 with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: TB2-641-444950-031

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

Policy Number TB2-641-444950-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

POLICY NUMBER: AS2-641-444950-041

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):

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.

Policy Number: AS2-641-444950-041
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" 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 Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-031

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: AS2-641-444950-041

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011
\$

Effective Date 06/01/2021

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-031
 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-041
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

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

CA #: 2021118Date Received: May 10, 2021

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

Contract Title: Lebanon Pike Sidewalk Design Services Contract Number: 422498 Amendment Number: 3Requesting Department: Metro Public Works Requesting Departmental Contact (Name & Number): Darrell K. Moore - 615-862-8730Contractor's Business Name: HDR Engineering, Inc. Name of Contract Signatory: Ben EdelenContract Signatory Email Address: ben.edelen@hdrinc.comAddress: 8404 Indian Hills Drive City: Omaha ST: NE Zip: 68114**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: 42402014 Fund #: 40300 & 40016 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

Department Requester Darrell MooreShanna Whitlaw

Requesting Department Director's Signature of Approval

5/12/2021 | 12:55 PM CDT

Date

2021118

CA #: _____

May 10, 2021

Date Received: _____

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:** 5/12/2021 | 5:22 PM C

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Lebanon Pike Sidewalk Design Services

Amendment Summary: Amend Contract to add clause 4.7 Escalation/De-Escalation to cover the TDOT annual overhead rate adjustment as required under the TDOT Local Programs Guidelines.

Contract Number: 422498 Amendment Number: 2 Solicitation Number: 461569

Type of Contract: Project Completion **Requires Council Legislation:** No

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

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

Contract Start Date: 10/07/2016 Contract Expiration Date: 10/06/2021 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$493,252.10

Amendment Value: \$0.00

Fund: 40300& 40016*

New Estimated Contract Life Value: \$493,252.10

BU: 42402014*

* (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: Terri Ray BAO Staff: Joe Ann Carr

Procuring Department: Public Works

Department(s) Served: Public Works

Prime Contractor Information

Prime Contracting Firm: HDR Engineering Inc. Phone #: 615-690-7126 ISN#: 11977

Address: 8404 Indian Hills Drive City: Omaha State: NE Zip: 68114

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

Prime Company Contact: Brian Trotter Email Address: btrotter@hdrinc.com

Prime Contractor Signatory: Ben Edelen Email Address: ben.edelen@hdrinc.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

SBE/SDV Participation Amount: \$113,663.28 Percent, if applicable: N/A

Procurement Non-Discrimination Program:

M/WBE Participation Amount: \$140,549.09 Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes

MLL



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 422498
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND HDR ENGINEERING 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 HDR ENGINEERING INC located in Omaha, NE.

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 October 07, 2016, Metro Contract numbered 436644, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Contract to add clause 4.7 Escalation/De-Escalation to cover the TDOT annual overhead rate adjustment as required under the TDOT Local Programs Guidelines. Clause 4.7 Escalation/De-escalation shall read as follows:

"4.7. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments on the TDOT Overhead Rate only. The request must be submitted by CONTRACTOR to the Purchasing Agent immediately upon receiving overhead rate change from TDOT 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."

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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 422498

Amendment Number #2

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

APPROVED AS TO PROJECT SCOPE:

Shanna Whitlaw SKW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE GM
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

John Cooper JCW
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites 3/9/2021
Metropolitan Clerk Date

CONTRACTOR

HDR Engineering, Inc.

Company Name

Ben Edelen

Signature of Company's Contracting Officer

Ben Edelen

Officer's Name

Sr. Vice President / Area Manager

Officer's Title

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

LEBANON PIKE SIDEWALK DESIGN SERVICES.

ADDITIONAL INSUREDS: METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS

Policy Number: TB2-641-444950-030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Location(s):</p> <p>All locations owned by or rented to the Named Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:

 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

 - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: TB2-641-444950-030

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 with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: TB2-641-444950-030

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.</p>	<p>Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

Policy Number TB2-641-444950-030

Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

POLICY NUMBER: AS2-641-444950-040

**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):
--

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.

Policy Number: AS2-641-444950-040
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" 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 Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-030

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: AS2-641-444950-040

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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 the endorsement.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-010
\$

Effective Date 06/01/2020

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-030
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-040
 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

NAME

ADDRESS

As required by written contract or written agreement

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation Premium:

Effective Date: 06/01/2020 Expiration Date 06/01/2021 For

attachment to Policy No: WA7-64D-444950-010

Countersigned by _____
Authorized Representative End.

Serial No.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

	Schedule
Name of Other Person(s) / Organization(s): As required by written contract or agreement	30 Days

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-010 Effective Date

06/01/2020 Premium \$

Issued to HDR Engineering, Inc.

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



CA #: 2021049

Date Received: Dec. 18, 2020

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

Contract Title: Lebanon Pike Sidewalk Design Services Contract Number: 422498 Amendment Number: 2

Requesting Department: Metro Public Works Requesting Departmental Contact (Name & Number): Darrell K. Moore - 615-862-8730

Contractor's Business Name: HDR Engineering, Inc. Name of Contract Signatory: Ben Edelen

Contract Signatory Email Address: ben.edelen@hdrinc.com

Address: 8404 Indian Hills Drive City: Omaha ST: NE Zip: 68114

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	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"/> Adding escalation/de-escalation language to cover the annual overhead rate adjustments from TDOT 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: 42402014 Fund #: 40300&40016 Any Other Accounting Info: _____

Procurement will route in DocuSign for Signature

Department Requester _____

Shanna Whitelaw

12/20/2020 | 7:52 AM CST

Requesting Department Director's Signature of Approval

Date

2021049

CA #: _____

Dec. 18, 2020

Date Received: _____

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:** 12/21/2020 | 8:30 AM



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 23, 2018

Joe Cox, Regulatory Reporting and Compliance Manager
HDR Engineering, Inc.

The Tennessee Department of Transportation (TDOT) External Audit Section received your company's Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2017, which was audited for compliance with the accounting principles prescribed by Federal Acquisition Regulation Part 31. TDOT External Audit reviewed the Independent Auditors Report dated April 4, 2018 prepared by Cherry Bekaert LLP and concurs with the report.

We accept the following rates, which include the FCCM of 0.3980%:

	Federally Funded (1)
Home Office	148.90%
Field Office	NA

¹ Indirect cost rates are capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates, proposals and billings beginning June 7, 2018.

This letter is not a cognizant letter and is solely for the use of TDOT and HDR Engineering, Inc.

This report is issued by a public employee in the performance of duties as such pursuant to Tenn. Code Ann. § 62-1-113(a) and GAGAS 3.75.

If you have any questions, please feel free to contact me.

Sincerely,

Lance Goad
Fiscal Director 2
Phone: (615) 253-4275
Lance.goad@tn.gov



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2261

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

May 28, 2019

Joe Cox
HDR Engineering, Inc.
1917 S 67th Street
Omaha, NE 68106

The Tennessee Department of Transportation (TDOT) External Audit Section received your company's Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 29, 2018, which was audited for compliance with the accounting principles prescribed by Federal Acquisition Regulation Part 31. TDOT External Audit reviewed the Independent Auditors Report dated April 3, 2019 prepared by Cherry Bekaert LLP and concurs with the report.

We accept the following rates, which already include FCCM rate of 0.5525%.

	Federally Funded (1)
Home Office	155.60%
Field Office	NA

¹ Indirect cost rates are capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates, proposals, and billings beginning June 11, 2019

This letter is not a cognizant letter and is solely for the use of TDOT and HDR Engineering, Inc.

This report is issued by a public employee in the performance of duties as such pursuant to Tenn. Code Ann. § 62-1-113(a) and GAGAS 3.75.

If you have any questions, please feel free to contact me.

Sincerely,

Carla Spann
External Audit / Fiscal Director 1
Phone: (615) 253-1040
Carla.Spann@tn.gov



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
FINANCE OFFICE

SUITE 800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

8/19/16

Joe Cox, CPA, Regulatory Reporting Compliance Manager
HDR, Inc.
8404 Indian Hills Drive
Omaha, NE 68114
joe.cox@hdrinc.com

Mr. Cox:

The Tennessee DOT (TDOT) has reviewed the Statement of Direct Labor, Fringe Benefits, and General Overhead dated FYE 12/26/2015 presented by the firm and the accompanying Certification of Final Indirect Costs.

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.2984%

	Federally Funded	State Funded
Home Office	149.69%	145.00%
Field Office	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning September 2, 2016.

Acceptance of your overhead rates is not based on an audit and does not constitute "establishment of a rate by a cognizant agency" for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT's Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

Sincerely,

Richard Emerson, CFE
External Audit Fiscal Director
Tennessee Department of Transportation
Phone 615 253 4273
richard.Emerson@tn.gov



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 5, 2017

Board of Directors
HDR Engineering, Inc.
Omaha, NE

The Tennessee Department of Transportation (TDOT) External Audit Section received your company's Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2016, which was audited for compliance with the accounting principles prescribed by Federal Acquisition Regulation Part 31. TDOT External Audit reviewed the Independent Auditors Report dated May 3, 2017 prepared by Ernst & Young, LLP and concurs with the report.

We accept the following rates, which include the FCCM rate of 0.35%:

	Federally Funded (1)
Home Office	156.38%
Field Office	N/A

¹ Indirect cost rates are capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates, proposals and billings beginning July 19, 2017

This letter is not a cognizant letter and is solely for the use of TDOT and HDR Engineering, Inc.

This report is issued by a public employee in the performance of duties as such pursuant to Tenn. Code Ann. § 62-1-113(a) and GAGAS 3.75.

If you have any questions, please feel free to contact me.

Sincerely,

Richard Emerson
External Audit Fiscal Director
Phone: (615) 253-4273
Richard.Emerson@tn.gov



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0329
(615) 741-2261

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

July 14, 2015

Joe Cox, CPA, Regulatory Reporting Compliance Manager
HDR, Inc.
8404 Indian Hills Drive
Omaha, NE 68114

Dear Mr. Cox,

The Tennessee Department of Transportation (TDOT) External Audit Section received your company's Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 27, 2014 which was audited for compliance with the accounting principles prescribed by Federal Acquisition Regulation Part 31. TDOT External Audit reviewed the Independent Auditors Report dated April 20, 2014 prepared by Ernst & Young, LLP and concurs with the report.

In addition, an indirect cost rate has been developed in accordance with TDOT Policy No. 301-01 for 100% state funded projects.

We accept the following rates:

	Federally Funded	State Funded ¹
Home Office	157.03%	N/A
Field Office	N/A	N/A

¹ **Indirect cost rates are capped at 145% for projects that are 100% funded by the State.**

The rate should be used for all estimates, proposals and billings submitted after August 4, 2015.

This letter is not a cognizant letter and is solely for the use of TDOT and HDR, Inc.

If you have any questions, please feel free to contact me.

Sincerely,

Richard Emerson, CFE
External Audit Fiscal Director
Phone: (615) 253-4273
Richard.Emerson@tn.gov



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FINANCE DIVISION
SUITE 800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2261

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

June 4, 2020

Board of Directors
HDR Engineering, Inc.
Omaha, NE

The Tennessee Department of Transportation (TDOT) External Audit Section received your company's Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 28, 2019, which was audited for compliance with the accounting principles prescribed by Federal Acquisition Regulation Part 31. TDOT External Audit reviewed the Independent Auditors Report dated March 27, 2020 prepared by Cherry Bekaert LLP and concurs with the report.

We accept the following rates, which already include FCCM rate of 0.5740%:

	Federally Funded (1)
Home Office	150.97%
Field Office	NA

¹ Indirect cost rates are capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates, proposals and billings beginning June 18, 2020.

This letter is not a cognizant letter and is solely for the use of TDOT and HDR Engineering, Inc.

This report is issued by a public employee in the performance of duties as such pursuant to Tenn. Code Ann. § 62-1-113(a) and GAGAS 3.75.

If you have any questions, please contact me.

Sincerely,

Shaylondia Simmons, Audit Manager
Tennessee Department of Transportation/External Audit Division
Phone: (615) 253-4273
Email: Shaylondia.Simmons@tn.gov

Certificate Of Completion

Envelope Id: 6D4E9FE13ED54E77938731216C3365BF	Status: Completed
Subject: Contract Amendment Request Form for Public Works - A2021049 HDR Engineering	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 15	Initials: 0
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: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
12/18/2020 3:30:42 PM	prg@nashville.gov	

Signer Events

Signature	Timestamp
Completed	Sent: 12/18/2020 3:41:54 PM
	Viewed: 12/18/2020 4:00:13 PM
	Signed: 12/18/2020 4:00:52 PM
Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
 Accepted: 12/18/2020 4:00:13 PM
 ID: a8524d63-58a9-4db0-855a-ad9033c79fde

Shanna Whitelaw	<i>Shanna Whitelaw</i>	Sent: 12/18/2020 4:00:54 PM
Shanna.Whitelaw@nashville.gov		Viewed: 12/20/2020 7:50:29 AM
Security Level: Email, Account Authentication (None)		Signed: 12/20/2020 7:52:41 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
 Accepted: 12/20/2020 7:50:29 AM
 ID: 1d7b710c-e339-4d50-9cda-cf449ae8dd1a

Michelle A. Hernandez Lane	<i>Michelle A. Hernandez Lane</i>	Sent: 12/20/2020 7:52:43 AM
michelle.lane@nashville.gov		Viewed: 12/21/2020 8:28:44 AM
Chief Procurement Officer/Purchasing Agent Metro		Signed: 12/21/2020 8:30:11 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 172.56.20.94	
	Signed using mobile	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Darrell Moore Darrell.Moore@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2020 8:30:14 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2020 8:30:15 AM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2020 8:30:17 AM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2020 8:30:18 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2020 3:41:54 PM
Certified Delivered	Security Checked	12/21/2020 8:28:44 AM
Signing Complete	Security Checked	12/21/2020 8:30:11 AM
Completed	Security Checked	12/21/2020 8:30:18 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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.

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- "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.

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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.

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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,

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ID: 65ff39a-013c-4f80-98c9-496d77b718f0

Signer Events	Signature	Timestamp
<p>Ben Edelen ben.edelen@hdrinc.com Sr. Vice President / Area Manager HDR Engineering, Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/3/2021 1:11:48 PM ID: 449248b5-26a2-4df3-9ba8-5738b4ac1995</p>	<p><i>Ben Edelen</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 163.116.133.116</p>	<p>Sent: 3/3/2021 9:44:17 AM Viewed: 3/3/2021 1:11:48 PM Signed: 3/3/2021 2:43:18 PM</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: 170.190.198.185</p>	<p>Sent: 3/3/2021 2:43:21 PM Viewed: 3/5/2021 7:03:35 PM Signed: 3/5/2021 7:03:41 PM</p>
<p>Shanna Whitelaw Shanna.Whitelaw@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/7/2021 4:35:45 PM ID: 18cd7d51-3c35-4c79-8829-35361ea2b87f</p>	<p><i>Shanna Whitelaw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/5/2021 7:03:46 PM Viewed: 3/7/2021 4:35:45 PM Signed: 3/7/2021 4:36:10 PM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 8:08:22 AM ID: de448fba-c615-4be1-9288-dcc06aafdfa2</p>	<p><i>TE</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191</p>	<p>Sent: 3/7/2021 4:36:13 PM Viewed: 3/8/2021 8:08:22 AM Signed: 3/8/2021 8:12:08 AM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 8:20:45 AM ID: d2e2d50f-90d5-4fe2-adca-96fb7221137a</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/8/2021 8:12:13 AM Viewed: 3/8/2021 8:20:45 AM Signed: 3/8/2021 8:21:04 AM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 9:31:31 AM ID: 334b88e7-98aa-4e74-b965-29f1a3cf63f</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 3/8/2021 8:21:09 AM Viewed: 3/8/2021 9:31:31 AM Signed: 3/8/2021 9:36:03 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: 170.190.198.185</p>	<p>Sent: 3/8/2021 9:36:13 AM Viewed: 3/8/2021 1:00:15 PM Signed: 3/8/2021 1:10:38 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 1:00:15 PM ID: 44218610-ee35-480d-a3ce-339189f9979e</p>		
<p>Tara Ladd lara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p>	<p><i>Tara Ladd</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 3/8/2021 1:10:42 PM Viewed: 3/8/2021 1:55:39 PM Signed: 3/8/2021 1:56:11 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 1:55:39 PM ID: 7a260d95-093a-4c8c-9c2d-56fdb756efea</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: 3/8/2021 1:56:15 PM Viewed: 3/8/2021 2:09:47 PM Signed: 3/8/2021 2:10:05 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 2:09:47 PM ID: ffa9844e-2dcf-45e8-b8e6-2fd0a0fddf28</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: 3/8/2021 2:10:11 PM Viewed: 3/8/2021 5:32:10 PM Signed: 3/8/2021 5:32:24 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/8/2021 5:32:10 PM ID: 471ba257-85dd-4035-a173-88d72535e896</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: 3/8/2021 5:32:28 PM Resent: 3/9/2021 7:16:34 AM Viewed: 3/9/2021 8:05:43 AM Signed: 3/9/2021 8:05:51 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/9/2021 8:05:43 AM ID: ad925282-89d9-4aad-ab63-58cd32c13bee</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) Electronic Record and Signature Disclosure: Accepted: 3/9/2021 7:16:30 AM ID: d0d6551f-b125-4d1c-a256-415681a02ef0		Sent: 3/8/2021 9:36:10 AM Viewed: 3/8/2021 9:38:59 AM

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Joe Ann Carr JoeAnn.Carr@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/9/2021 8:05:56 AM
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Darrell Moore Darrell.Moore@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/9/2021 8:05:57 AM
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Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/9/2021 8:05:58 AM
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Amy Schuler amy.schuler@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Katrina Jones Katrina.jones@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Brian Trotter Brian.Trotter@hdrinc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/12/2021 9:05:24 AM ID: a3de764a-7159-459e-a2a1-d21d61fb2643		
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/1/2021 10:49:46 AM
Certified Delivered	Security Checked	3/9/2021 8:05:43 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	3/9/2021 8:05:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

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Contract Assignment Amendment Abstract

Contract Assignment Amendment Information

Contract Title: Lebanon Pike Sidewalk Design Services

Amendment/Acknowledgement Summary: This assignment amendment changes the company name from ICA Engineering Inc. to HDR Engineering Inc. due to a corporate acquisition. The terms and conditions associated with Contract #388142 has been transferred to Contract #422498. All terms and conditions from the original contract shall continue to apply. This amendment adds the Iran Divestment Act Language.

Old Contract Number: 388142 New Contract Number: 422498

Amendment/Acknowledgement Number: 1 Solicitation Number: 461569

Type of Contract/PO: Project Completion Selection Method: RFQ (AE)

Contract Start Date: 10/07/2016 Contract Expiration Date: 10/06/2021

Previous Estimated Contract Life Value: \$493,252.10

Amendment/Acknowledgement Value: \$0 Contract Term: 60 Months

New Estimated Contract Life Value: \$493,252.10

Procurement Staff: Jamie Hunter BAO Staff: Joe Ann Carr

Department(s) Served: Public Works Fund: 40300 & 40016 BU: 42402014

Old Contractor Information

Contracting Firm: ICA Engineering Inc.

Address 1: 8404 Indian Hills Drive

Address 2:

City: Omaha State: NE Zip: 68114

Company Contact: Brian Trotter Email Address: btrotter@hdrinc.com

Phone #: 615-690-7126 E1#: 180148

Contract Signatory: Brian Trotter Email Address: btrotter@hdrinc.com

New Contractor Information

Contracting Firm: HDR Engineering Inc.

Address 1: 8404 Indian Hills Drive

Address 2:

City: Omaha State: NE Zip: 68114

Company Contact: Brian Trotter Email Address: btrotter@hdrinc.com

Phone #: 615-690-7126 E1#: 181557

Contract Signatory: Ben Edelen Email Address: ben.edelen@hdrinc.com

Amendment/Acknowledgement Lifecycle Report

Subcontractor Information

Small Business Program:	<input type="text" value="Small Business"/>	Amount:	<input type="text" value="\$113,663.28"/>
Procurement Nondiscrimination Program:	<input type="text" value="No MWBE Participation"/>	Amount:	<input type="text" value="\$0"/>
Disadvantaged Business Enterprise:	<input type="text" value="Yes"/>	Amount:	<input type="text" value="\$140,549.09"/>

ASSIGNMENT AMENDMENT NO. 1
TO CONTRACT NO. 388142
BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY
AND
ICA ENGINEERING INC.

This amendment is entered into, by and between the **METROPOLITAN GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY** and **ICA ENGINEERING INC.**(hereinafter Contractor”).

WITNESSETH

Whereas, the parties desire to change the terms and conditions of the contract agreement with and the Metropolitan Government of Nashville and Davidson County, the parties hereby agree to add of the following:

1. The original contract holder, **ICA ENGINEERING INC.**, agrees to assign the contract to the newly named entity, **HDR ENGINEERING INC.** The new entity agrees to the terms and conditions of the original contract. Metro agrees to continue the contract under the new entity.
2. Paragraph one of the contract header is deleted in its entirety and replaced with the following:

“1.1 Heading

*This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and **HDR Engineering Inc., (CONTRACTOR)** located at **8404 Indian Hills Drive, Omaha, NE 68114**. This contract consists of the following documents:*

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s), including Exhibit A - Task and Cost Proposal,*
- *The solicitation documentation and affidavit(s) (made a part of this contract by reference, (RFQ #926583),*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

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

3. Add the Iran Divestment Act Language as follows:

“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.”

Metro agrees to continue the contract under the new entity. The terms and conditions associated to the original contract number, 388142 are hereby transferred to the new contract number, 422498. Upon execution of this assignment amendment, Contract 388142 will end and continue under contract 422498. Contract number 422498 shall be used for future Purchase Orders.

This amendment shall not be binding upon the parties until it has been signed first by **ICA ENGINEERING INC.** and **HDR ENGINEERING INC.** then by the representatives of the Metropolitan Government and has been filed in the Office of the Metropolitan Clerk. When it has been so signed and filed, this amendment shall be effective as of the date first written above.

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

APPROVED AS TO PROJECT SCOPE:

DocuSigned by:

Mark Sturtevant

Department / Agency / Commission / Board Owner

DS

SKW

Company: ICA Engineering Inc.

DocuSigned by:

BY: *Brian Trotter*

2C8CB33918D6488...

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

DocuSigned by:

Michelle A. Hernandez Lane

Purchasing Agent

DS

JH

Print: Brian Trotter

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

DocuSigned by:

Talia Lomas O'Neal

Director of Finance

DS

AN

DS

GLM

Title: Tennessee Operations Manager

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Tara Ladd

Metropolitan Attorney

DS

BL

Company: HDR Engineering Inc.

DocuSigned by:

BY: *Ben Edelen*

4E4217EF28C9425...

APPROVED:

DocuSigned by:

David Briley

Metropolitan Mayor

DS

RMR

Print: Ben Edelen

ATTEST:

DocuSigned by:

Elizabeth Waites

9B5C65C8671146F...

Date: 3/9/2018 | 6:32 PM CST

Title: Sr. Vice President / Area Manager



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)
5/30/2017

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Lexington Insurance Company</td> <td style="border: none; text-align: right;">19437</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED HDR ENGINEERING, INC. 1429583 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049															

COVERAGES *HDRIN01 CERTIFICATE NUMBER: 14729997 REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$								
	AUTOMOBILE LIABILITY <input 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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">PER STATUTE</td> <td style="text-align: center; border: none;">OTH-ER</td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;">\$ XXXXXXXX</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border: none;">\$ XXXXXXXX</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;">\$ XXXXXXXX</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ XXXXXXXX														
E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX														
E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX														
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2017	6/1/2018	PER 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)
 LEBANON PIKE SIDEWALK DESIGN SERVICES. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER 14729997 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ATTN: PURCHASING AGENT METRO COURTHOUSE NASHVILLE TN 37201	CANCELLATION 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
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Minnesota, Inc.		NAMED INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

POLICY NUMBER: TB2-641-444950-037

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 with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

POLICY NUMBER: TB2-641-444950-037

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

Policy Number TB2-641-444950-037
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Where required by written contract.
--

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

POLICY NUMBER: TB2-641-444950-037

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: AS2-641-444950-047

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):

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-017
\$

Effective Date 6/01/2017

Premium

Issued to:

Policy Number **TB2-641-444950-037**

Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Broker		30 Days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **AS2-641-444950-047**

Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Broker		30 Days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

Per Schedule on file with Company 30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-017 Effective Date 6/01/2017 Premium \$

Issued to

Willis Towers Watson 

Global Certificate Center

Effective June 1, 2017 HDR will have two separate insurance brokers.

Lockton will remain HDR's insurance broker for professional liability only.

Willis Towers Watson will be HDR's new broker for:

1. General Liability
2. Automobile Liability
3. Workers Compensation
4. Property/Equipment

If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.

Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at MPeterson@HDRInc.com or by phone at (402)399-1499.

Regards,
Willis Towers Watson Certificate Center
Phone: 877-945-7378
Fax: 888-467-2378
Email: certificates@willis.com

AGREEMENT AND PLAN OF MERGER

AMONG

HDR, INC.,

HDR ACQUISITION SUBSIDIARY INC.

INFRASTRUCTURE CORPORATION OF AMERICA

AND

DARRELL K. MASSENGALE, AS SHAREHOLDER REPRESENTATIVE

DECEMBER 30, 2014

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into this 30th day of December, 2014 by and among HDR, Inc., a Delaware corporation ("HDR"), HDR Acquisition Subsidiary Inc., a Tennessee corporation ("Acquisition Sub"), Darrell K. Massengale, as Shareholder Representative ("Shareholder Representative"), and Infrastructure Corporation of America, a Tennessee corporation (the "Company"). HDR, the Acquisition Sub, the Shareholder Representative and the Company are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, all of the issued and outstanding shares of the capital stock of the Company are currently owned by those shareholders set forth in the definition of "Company Ownership Interest" below (collectively, the "Company Shareholders"); and

WHEREAS, the Boards of Directors of HDR, Acquisition Sub and the Company have each determined that it is advisable to and in the best interests of their respective shareholders for the Acquisition Sub to merge with and into the Company (the "Merger"), upon the terms and conditions set forth herein and in accordance with the Tennessee Business Corporation Act (the "Tennessee Corporation Law").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants and indemnities contained or provided for in this Agreement, the Parties agree as follows.

1. Definitions.

"Acquisition Sub" a wholly owned subsidiary of HDR, has the meaning set forth in the preface above.

"Adjusted Closing Merger Consideration" has the meaning set forth in Section 2(k) hereof.

"Adverse Consequences" has the meaning set forth in Section 9(b)(i) below.

"Affiliate" means, with respect to a specified Person, a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified, including any professional corporations that is directly or indirectly through one or more intermediaries controlled by, under the control of or under common control with the Company or one or more Company Shareholders.

"Aggregate Vested Option Exercise Price" means the total aggregate cash payable upon the exercise in full, at each Option exercise price, of all Vested Options outstanding as of immediately prior to the Effective Time.

"Agreement" has the meaning set forth in the preface above.

"Articles of Merger" has the meaning set forth in Section 2(b) hereof.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"Book Value" means tangible net assets and liabilities of the Company, exclusive of: (a) Interest Bearing Debt; (b) intangible assets and liabilities; (c) goodwill, and (d) Transaction Expenses. Specifically, Book Value of the Company will be calculated in accordance with the following formula, based on the specific accounts appearing in the Most Recent Balance Sheet and Final Effective Date Balance Sheet:

[REDACTED]

"Business Day" means a day other than Saturday, Sunday or any day on which commercial banks in Omaha, Nebraska or Nashville, Tennessee are authorized or required by law to close.

"Calendar Year" means the period beginning on January 1 and each twelve month period thereafter.

"Certificate" has the meaning set forth in Section 2(h) below.

"Closing" has the meaning set forth in Section 2(b) below.

"Closing Date" has the meaning set forth in Section 2(b) below.

"Closing Merger Consideration" [REDACTED]

"Closing Per Share Merger Consideration" means (i) the sum of the Closing Merger Consideration and the Aggregate Vested Option Exercise Price divided by (ii) the Fully Diluted Share Number.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code Section 4980B.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preface above.

“Company Business” means the asset management and engineering services performed from time to time as of the date of this Agreement by Company.

“Company Ownership Interest” means the percentage ownership interest of each Company Shareholder reflected in Section 3(b) of the Disclosure Schedule.

“Company Share(s)” means any and all outstanding share(s) of capital stock of Company, which consists solely of common stock as on the date hereof.

“Company Shareholders” has the meaning set forth in the preface above.

“Confidential Information” means any information concerning the businesses and affairs of Company that is not already generally available to the public.

“Contracts” means any contract, agreement, indenture, deed of trust, license, note, bond, instrument, mortgage, lease, purchase or sales order, guarantee and any similar undertaking, commitment, pledge or binding understanding or arrangement, in each case, whether written, oral, express or implied.

“Controlled Group” has the meaning set forth in Code Section 1563.

“Debt Payoff Letter” has the meaning set forth in Section 2(o)(i).

“Disclosure Schedule” has the meaning set forth in Section 3 below.

“Dissenting Shares” has the meaning set forth in Section 2(l) below.

“Effective Date” has the meaning set forth in Section 2(b) hereof.

“Effective Date Balance Sheet” has the meaning set forth in Section 2(k) hereof.

“Effective Time” has the meaning set forth in Section 2(b) hereof.

“Employee Benefit Plan” means any (a) nonqualified deferred compensation or retirement plan or arrangement, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan), or (d) Employee Welfare Benefit Plan or material fringe benefit or other retirement, bonus, or incentive plan or program.

“Employee Pension Benefit Plan” has the meaning set forth in ERISA Section 3(2).

“Employee Welfare Benefit Plan” has the meaning set forth in ERISA Section 3(1).

"Employment, Non-Compete and Incentive Compensation Agreements" has the meaning set forth in Exhibit A below.

"Enterprise Value" means [REDACTED]

"Environmental, Health, and Safety Requirements" shall mean all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"ERISA Affiliate" means each entity which is treated as a single employer with Seller for purposes of Code Section 414.

"Escrow Agent" means Pinnacle Bank in Nashville, Tennessee.

"Escrow Agreement" means the Escrow Agreement entered into simultaneously with the Closing by HDR, the Shareholder Representative and the Escrow Agent, attached as Exhibit D hereto.

"Escrow Amount" means [REDACTED]

"Existing Holders" means the Company Shareholders and holders of Vested Options, collectively, determined as of immediately prior to the Effective Time.

"Extremely Hazardous Substance" has the meaning set forth in Section 302 of the Emergency Planning and Community Right-to-Know Act of 1986, as amended.

"Fiduciary" has the meaning set forth in ERISA Section 3(21).

"Final Effective Date Balance Sheet" has the meaning set forth in Section 2(k) hereof.

"Financial Statements" has the meaning set forth in Section 3(g) below.

"Fraud" has the meaning set forth in Section 9(b) below.

"Fully Diluted Percentage" means, with respect to any holder of Company Shares or Vested Options, a ratio (expressed as a percentage) equal to (i) the sum of (A) the number of Company Shares, if any, held by such holder as of immediately prior to the Effective Time and (B) the number of Company Shares issuable upon the exercise in full of all outstanding Vested Options held by such holder as of immediately prior to the Effective Time, divided by (ii) the Fully Diluted Share Number.

"Fully Diluted Share Number" means (i) the aggregate number of Company Shares (other than cancelled Company Shares) outstanding as of immediately prior to the Effective Time plus (ii) the aggregate number of Company Shares issuable upon the exercise in full of all Vested Options outstanding as of immediately prior to the Effective Time.

"Fundamental Representations and Warranties" has the meaning set forth in Section 9(a) hereof.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.


"Goodwill" has the meaning as set forth by GAAP and not necessarily the amount that would be determined to be goodwill by the Code.

"HDR" has the meaning set forth in the preface above.

"Indebtedness" means the following obligations of the Company, without duplication: (a) all obligations for borrowed money (including prepayment penalties, related expenses, commitment and other fees, reimbursements, indemnities and all other amounts payable in connection therewith), (b) all obligations evidenced by bonds, debentures, notes or similar instruments, (c) capital lease obligations, (d) trade payable obligations, (e) deferred compensation obligations, and (f) all Indebtedness of others (i) secured by a Security Interest on property owned or acquired by the Company, whether or not the Indebtedness secured thereby has been assumed, or (ii) with respect to which the Company is liable, as a guarantor or otherwise.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all Goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including but not limited to the name "ICA" and "Infrastructure Corporation of America", (c) all copyrightable works, all copyrights, and all

applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

"Interest Bearing Debt" shall mean any and all indebtedness or other obligations of the Company for which the Company is paying, is required to pay, or is otherwise accruing interest. The Interest Bearing Debt shall include, without limitation, all amounts owed by the Company or any Subsidiary to (i) 



"Interest Bearing Debt Payoff Amount" means the amount required to satisfy the Interest Bearing Debt in the manner described in Section 2(i)(iii).

"In-the-Money Option" means an Option having a per-Company Share exercise price less than the Closing Per Share Merger Consideration.

"IRS" means the Internal Revenue Service or any successor agency and, to the extent relevant, the United States Department of the Treasury.

"Key Employees" shall mean the following key employees of Company who shall enter into Employment, Non-Compete and Incentive Compensation Agreements with HDR:

"Knowledge" or any other similar knowledge qualification means the actual knowledge of any director, officer or Key Employee of Company or the officers listed on Exhibit E-1 below, or (b) the knowledge a one of the foregoing individuals could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

"Letter of Transmittal" has the meaning set forth in Section 2(h) hereof.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether

liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Material Adverse Change" and the word "Material" when used in reference to an effect on Company's business means and refers to a material adverse change in the business, assets, financial condition or results of operations of Company other than any change arising out of conditions affecting the economy or the industry of Company or HDR in general; provided, however, that "Material Adverse Change" shall not include any event, occurrence, fact, condition or change arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which Company operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of HDR; (vi) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with Company; or (viii) any natural or man-made disaster or acts of God;; provided, that with respect to the foregoing clauses (i), (ii), (iii), (iv), (vi), and (viii), such changes or effects shall be taken into account if and to the extent they disproportionately adversely affect Company, compared to other companies operating in the industries in which Company operates. For purposes of this Agreement and the Indemnification Deductible as set forth in Section 9(e)(iii), "Material" shall mean a sum in excess of \$10,000.

"Merger" has the meaning set forth in the preface above.

"Merger Consideration" means (i) the Closing Merger Consideration, subject to adjustment in accordance with Section 2(k), plus (ii) any amounts paid to the Shareholder Representative in respect of Company Shares and Options out of the Escrow Amount as provided in this Agreement or the Escrow Agreement, plus (iii) any amounts paid to the Existing Holders by the Shareholder Representative out of the Shareholder Representative Fund, plus (iv) the amount of Transaction Expenses and Warrant Redemption Expenses included in the definition of Closing Merger Consideration, plus (v) the amount of the Interest Bearing Debt Payoff Amount.

"Most Recent Balance Sheet" means the September 30, 2014 balance sheet of the Company as set forth in Exhibit B below.

"Multiemployer Plan" has the meaning set forth in ERISA Section 3(37).

"Option" means each outstanding option or warrant ([REDACTED]

"Ordinary Course of Business" means an action taken by a Person if: (a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person, (b) such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority; and (c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

"Parties" has the meaning set forth in the preface above.

"Paying Agent" has the meaning set forth in Section 2(m) hereof.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permitted Encumbrance" means: (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures and adequate reserves for such contested Taxes have been reflected on the Effective Date Balance Sheet; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the Ordinary Course of Business; (c) statutory liens and recorded easements; (d) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business; and (e) other imperfections of title or encumbrances, if any, that have not had, and would not have, a Material Adverse Change or do not impair the use, occupancy or value of the applicable asset or property for use in the Business.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Post-Closing Tax Period" means any Tax period beginning on or after the Effective Date and the portion of any Straddle Period beginning on or after the Effective Date.

"Pre-Closing Tax Period" means any Tax period ending before the Effective Date and the portion of any Straddle Period ending before the Effective Date.

"Prohibited Transaction" has the meaning set forth in ERISA Section 406 and Code Section 4975.

"Reportable Event" has the meaning set forth in ERISA Section 4043.

"Requisite Company Shareholder Approval" means the affirmative vote of Company Shareholders holding a majority of all issued and outstanding capital stock of the Company.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge, or other security interest.

"Service Contracts" means any Contract entered into by the Company under which the Company or any Subsidiary provides services related to the Company Business in the Ordinary Course of Business.

"Shareholder Representative" has the meaning set forth in the preface above.

"Shareholder Representative Fund" means [REDACTED]

"Shareholders' Agreement" has the meaning set forth in Section 3(c).

"Shrinkwrap Software" means any software application that (a) has not been customized in any way for use by, or sublicense to others by, Company; (b) is broadly commercially available from computer software resellers; and (c) was obtained by Company for less than \$5,000 per computer on which it was installed.

"Straddle Period" means a Tax period beginning before the Effective Date and ending on or after the Effective Date.

"Subsidiary" means any corporation, partnership, limited liability company, trust or other entity in which the applicable Party has, directly or indirectly, ten percent (10%) or more of the capital stock thereof or other equity interest therein.

"Surviving Corporation" has the meaning set forth in Section 2(a) hereof.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any governmental body in connection with the determination, assessment, collection, or payment of any Tax or in

connection with the administration, implementation, or enforcement of or compliance with any legal requirement relating to any Tax.

"Tennessee Corporation Law" has the meaning set forth in the preface above.

"Third Party" means any person or entity that is not a Party or an Affiliate of a Party.

"Threatened" means a claim, Liability, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Liability, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Transaction Expenses" means the aggregate amount of any and all fees and expenses incurred by or on behalf of, or paid or to be paid directly by, the Company or any of its Subsidiaries or any Person that the Company or any of its Subsidiaries pays or reimburses or is otherwise legally obligated to pay or reimburse in connection with the negotiation, preparation or execution of this Agreement or the performance or consummation of the transactions contemplated hereby or thereby, but only to the extent reflected as an accrual on the Final Effective Date Balance Sheet, including (i) all fees and expenses of counsel, advisors, consultants, investment bankers, accountants, auditors and any other experts in connection with the transactions contemplated hereby (including any process run by or on behalf of the Company in connection with such transactions); (ii) any fees and expenses associated with obtaining necessary or appropriate waivers, consents, or approvals of any third parties on behalf of the Company or any of its Subsidiaries in connection with the transactions contemplated hereby (including any process run by or on behalf of the Company in connection with such transactions); (iii) any fees or expenses associated with obtaining the release and termination of any Security Interests in connection with the transactions contemplated hereby (including any process run by or on behalf of the Company in connection with such transactions); (iv) all brokers', finders' or similar fees in connection with the transactions contemplated hereby (including any process run by or on behalf of the Company in connection with such transactions); and (v) all bonuses, severance and other transaction-related payments paid or payable at the Closing to any director, officer, employee or independent contractor of the Company or any of its Subsidiaries in connection with such transactions and any payroll taxes incurred or to be incurred by the Company or any of its Subsidiaries in connection therewith. For the avoidance of doubt, in no event shall Transaction Expenses be deemed to include any fees or expenses incurred by HDR, Acquisition Sub or their respective Affiliates to any of their financial advisors, attorneys, accountants, advisors, consultants or other representatives or financing sources.

"Transaction Expenses Payoff Instructions" has the meaning set out in Section 2(o)(i).

"Unvested Option" means an Option that is not a Vested Option as of immediately prior to the Effective Time.

"Vested Option" means an In-the-Money Option that is vested as of immediately prior to the Effective Time (but after giving effect to any acceleration of vesting of such Option triggered by the transactions contemplated by this Agreement).

"Warrant Redemption Expenses" means the aggregate amount paid or to be paid by the Company to [REDACTED]

2. Basic Transaction.

(a) The Merger. Upon the terms and conditions set forth in this Agreement and in accordance with applicable law, at the Effective Time, the Acquisition Sub shall be merged with and into the Company. As a result of the Merger, the separate existence of the Acquisition Sub will cease and the Company will continue as the surviving corporation of the Merger (the "Surviving Corporation").

(b) Closing. Unless this Agreement is earlier terminated pursuant to the terms hereof, and subject to the satisfaction or, to the extent permitted hereunder, waiver of the conditions set forth herein, the closing of the Merger (the "Closing") will take place on December 30, 2014 (the "Closing Date"). On the Closing Date, the Parties shall file Articles of Merger in substantially the form attached hereto as Exhibit C (the "Articles of Merger") with the Secretary of State of the State of Tennessee. The Articles of Merger shall provide that the Merger shall become effective at 12:01 a.m. January 1, 2015. The date upon which the Merger becomes effective shall be referred to herein as the "Effective Date" and the time at the Effective Date on which the Merger becomes effective shall be referred to herein as the "Effective Time". All proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously, and no proceeding shall be deemed taken nor any document executed and delivered until all have been taken, executed and delivered.

(c) Effect of Merger. At the Effective Time, the effect of the Merger will be as provided in this Agreement and the applicable provisions of the Tennessee Corporation Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, by virtue of the Merger and without any action on the part of the Parties, all the properties, rights, privileges, powers and franchises of the Acquisition Sub and the Company shall vest in the Surviving Corporation, and all debts,

liabilities and duties of the Acquisition Sub and the Company shall become the debts, liabilities and duties of the Surviving Corporation.

(d) Charter, Bylaws. Immediately after the Effective Time, the Charter and Bylaws of the Surviving Corporation shall remain in effect, until thereafter changed or amended as provided therein or by applicable law.

(e) Directors and Officers. The directors of the Acquisition Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the Charter and Bylaws of the Surviving Corporation, until the earlier of their resignation or removal or otherwise ceasing to be a director or until their respective successors are duly elected and qualified, as the case may be. The officers of the Acquisition Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the Charter and Bylaws of the Surviving Corporation, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors are duly elected and qualified, as the case may be.

(f) Conversion of Company Shares.

(i) At the Effective Time, by virtue of the Merger and without action on the part of HDR, the Acquisition Sub, the Company or the Existing Holders, each of the Company Shares issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares, will cease to be outstanding and will be converted into the right, following the surrender of the Certificates representing such shares in accordance with Section 2(h) hereof, to receive cash in the amount of the Closing Per Share Merger Consideration, together with any amounts that may be payable in respect of such Company Shares from the Adjusted Closing Merger Consideration and Escrow Amount as provided in this Agreement and the Escrow Agreement and the Shareholder Representative Fund, at the respective times and subject to the contingencies specified herein and therein.

(ii) Each share of capital stock of the Company held by the Company as treasury stock prior to the Effective Time shall be cancelled immediately following the Effective Time, and no payment shall be made with respect thereto.

(iii) At the Effective Time, by virtue of the Merger and without any action on the part of HDR, the Acquisition Sub, the Company or the Existing Holders, each share of capital stock of the Acquisition Sub issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock of the Company.

(g) Payment for Options. At the Effective Time, each Vested Option issued

and outstanding as of immediately prior to the Effective Time shall be cancelled, and in consideration of such cancellation, the holder of such Vested Option shall be entitled to receive (within two (2) Business Days of the later of the Effective Time and the date on which documentation to the satisfaction of HDR of the cancellation of such Vested Option is delivered to HDR) an amount in cash out of the Closing Merger Consideration equal to the product of (i) the number of Shares for which such Vested Option is exercisable and (ii) the excess of the Closing Per Share Merger Consideration over the per Share exercise price of such Vested Option, less applicable withholding and other amounts payable by Company as taxes in connection with any such option cancellation payment. The holder of any Vested Option shall also be entitled to such holder's Fully Diluted Percentage of any amounts that may be payable from the Adjusted Closing Merger Consideration or the Escrow Amount as provided in this Agreement and the Escrow Agreement and the Shareholder Representative Fund, at the respective times and subject to the contingencies specified herein and therein, but subject to being reduced by the amount of any withholding and other amounts payable by Company as taxes in connection with such payments from the Adjusted Closing Merger Consideration, the Escrow Amount and the Shareholder Representative Fund. The amounts payable for the cancellation of Vested Options as described in this Section 2(g) shall be deemed to have been paid in full satisfaction of all rights pertaining to such Vested Options. At the Effective Time, to the extent not prohibited by applicable Law, each Unvested Option shall be cancelled without consideration and shall be of no further force and effect and the Shareholder Representative shall provide HDR evidence at the Closing that such Unvested Options have been cancelled.

(h) Payment for Shares. Prior to the date hereof, the Company has delivered to each Company Shareholder a letter of transmittal (a "Letter of Transmittal") that provides instructions for effecting the surrender of the certificates representing the Company Shares (each, a "Certificate") in exchange for the right to receive a portion of the Merger Consideration. Upon surrender of a Certificate for cancellation, together with the delivery of the applicable Letter of Transmittal duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor (within two (2) Business days of the later of the Effective Time and the date on which the applicable Letter of Transmittal and Certificate, or lost Certificate affidavit, are delivered to HDR), an amount in cash equal to (A) the Closing Per Share Merger Consideration multiplied by (B) the number of Shares formerly represented by such Certificate, without interest, and such Certificates shall, upon such surrender, be cancelled. Each such holder shall also be entitled to such holder's Fully Diluted Percentage of any amounts that may be payable from the Adjusted Closing Merger Consideration or the Escrow Amount as provided in this Agreement and the Escrow Agreement and the Shareholder Representative Fund, at the respective times and subject to the contingencies specified herein and therein. If payment in respect of any Certificate is to be made to a Person other than the Person in whose name such Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or shall otherwise be in proper form for transfer, and that the Person requesting such payment shall have established to the satisfaction of HDR that any transfer and other

Taxes required by reason of such payment to a Person other than the registered holder of such Certificate have been paid or are not applicable. Until surrendered in accordance with the provisions of this Section 2(h), any Certificate (other than Certificates representing cancelled Shares) shall be deemed, at any time after the Effective Time, to represent only the right to receive the portion of the Merger Consideration payable with respect thereto, in cash, without interest, as contemplated herein.

(i) Closing Payments. On the second Business Day following the Effective Time (or such other date as any Third Party may require), HDR shall pay or deposit, or cause to be paid or deposited:

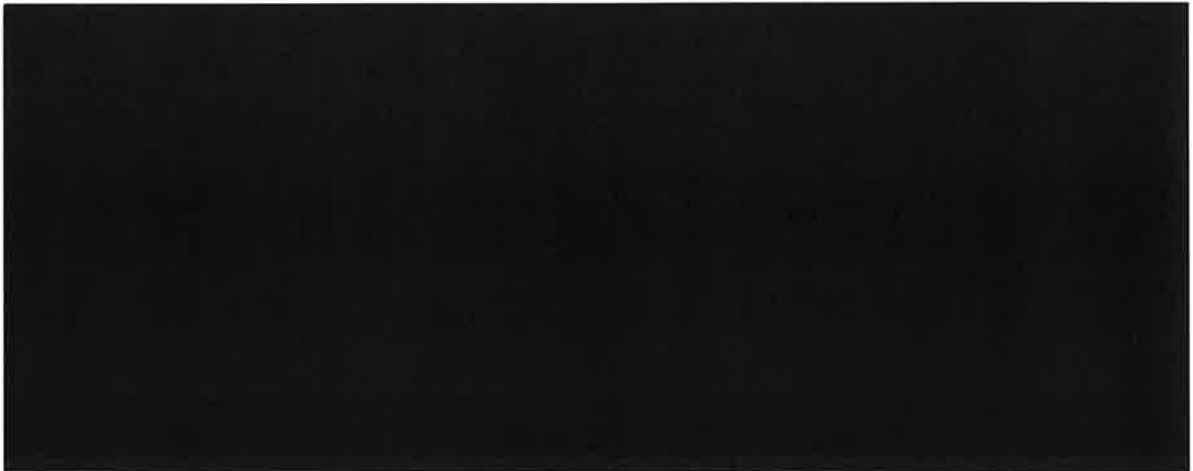
(i) with the Paying Agent, the Closing Merger Consideration, the Transaction Expenses the Warrant Redemption Expenses and the Shareholder Representative Fund;

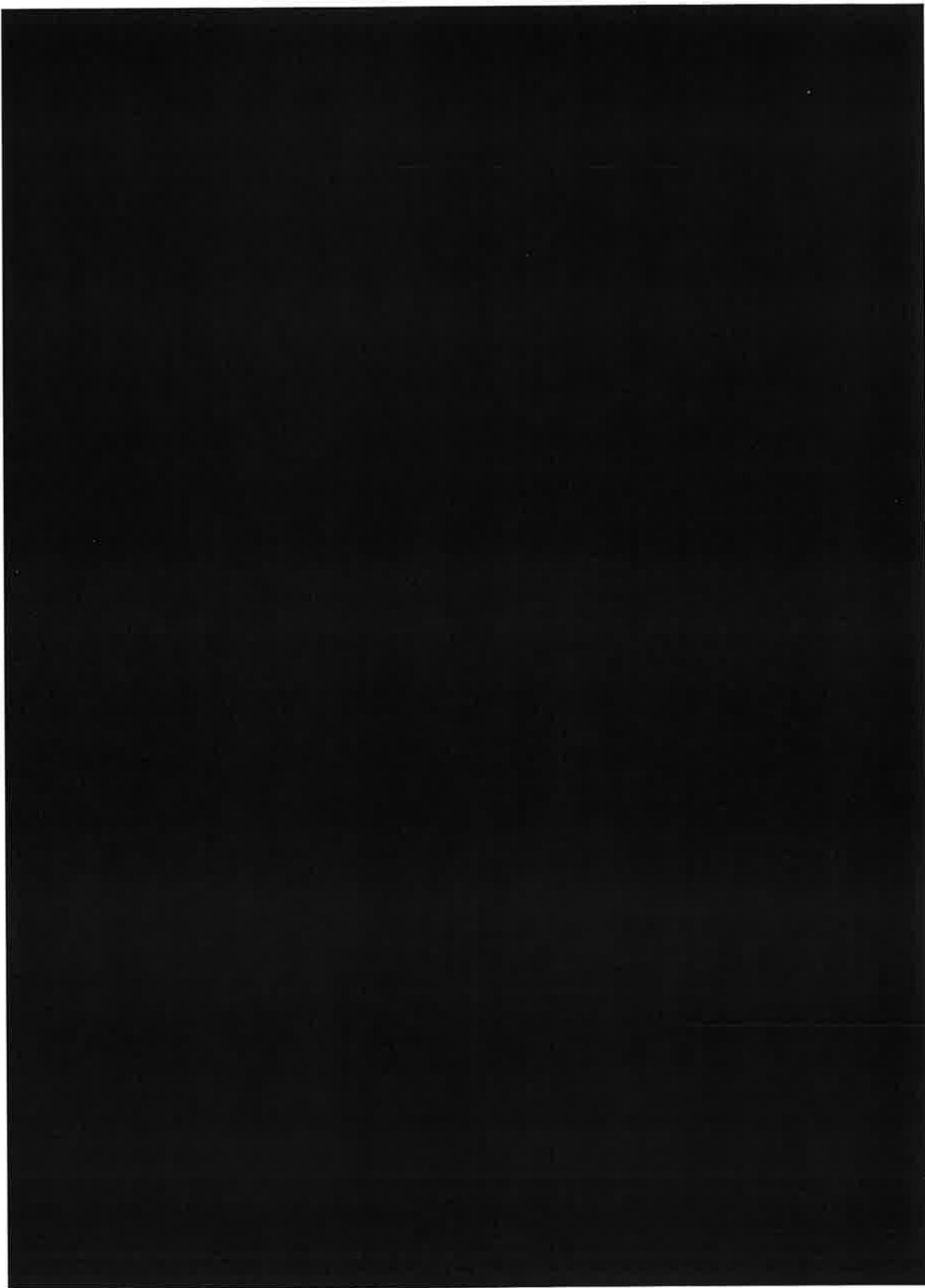
(ii) with the Escrow Agent, the Escrow Amount, for further distribution as provided in the Escrow Agreement; and

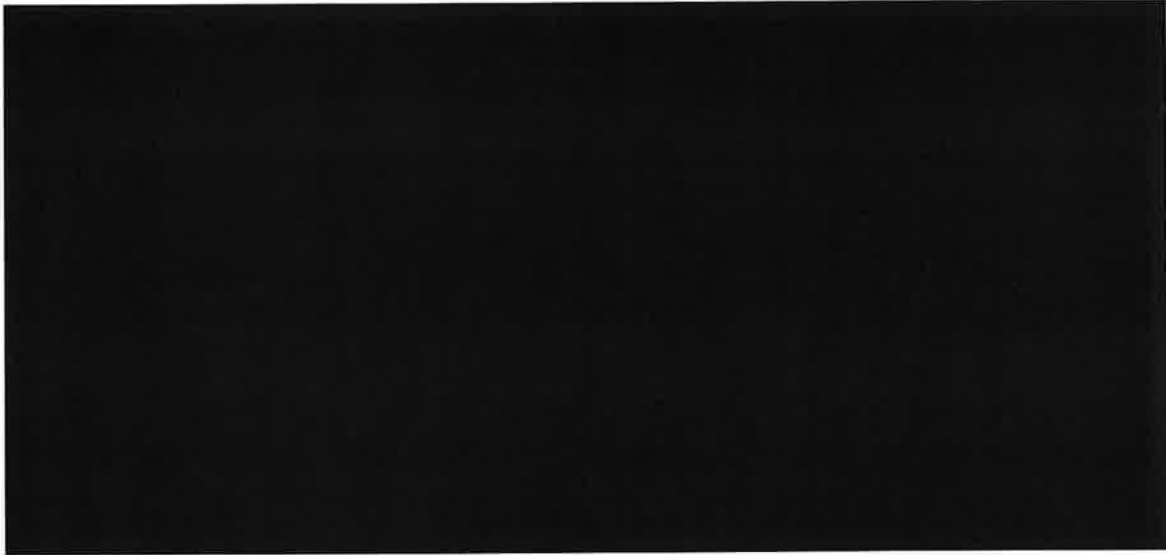
(iii) on behalf of Company, the portion of the Interest Bearing Debt Payoff Amount payable to each counterparty or holder of Interest Bearing Debt in order to fully discharge such Interest Bearing Debt and terminate all applicable obligations and liabilities of the Company and any of its Affiliates related thereto, as specified in the Debt Payoff Letters and in accordance with this Agreement.

(j) Estimated Transaction Expenses. Immediately prior to the Closing, the Company will prepare and deliver to HDR a good-faith estimate of all Transaction Expenses that are or will be accrued on the Final Effective Date Balance Sheet, which estimate will be the basis of the payments to be made pursuant to Section 2(i).

(k) Post-Closing Adjustment.







(l) Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, Company Shares which are issued and outstanding immediately prior to the Effective Time and which are held by Company Shareholders who have exercised dissenters rights available under applicable law (the "Dissenting Shares") shall not be converted into or be exchangeable for the right to receive any portion of the Merger Consideration, unless and until such holders shall have failed to perfect or shall have effectively withdrawn or lost their dissenters rights under applicable law. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such dissenters rights, such holder's Company Shares shall thereupon be converted into and become exchangeable only for the right to receive, as of the Effective Time, a portion of the Merger Consideration, if any, in accordance with Section 2(h) above. The Company shall give HDR and the Acquisition Sub (a) prompt notice of each and every notice of a Company Shareholder's intent to exercise appraisal rights for the Company Shareholder's Company Shares, attempted withdrawals of such notice, and any other instruments served pursuant to applicable law; and (b) the opportunity to direct all negotiation and proceedings with respect to demands for appraisal under applicable law. The Company shall not, except with the prior written consent of HDR, voluntarily make any payment with respect to, offer to settle or settle, or approve any withdrawal of any demands for "fair value" under applicable law. Dissenting Shares will not be converted pursuant to Section 2(f), but from and after the Effective Time will represent only the right to receive the consideration determined under applicable law.

(m) Exchange Procedures.

(i) The Shareholder Representative hereby agrees that it will act as a paying agent (the "Paying Agent") for the payment of any and all amounts due by HDR or the Company to the Existing Holders pursuant to this Agreement or otherwise pursuant to the Merger. The Shareholder Representative and the

Existing Holders hereby agree that any and all payments made by HDR or the Company, including any payment from the Escrow Account, to the Paying Agent shall be deemed to have been paid or delivered by HDR or the Company, as applicable, to the Existing Holders pursuant to this Agreement and, upon such payment or delivery to the Paying Agent, HDR and the Company shall be deemed to have satisfied its payment and delivery obligations hereunder.

(ii) Neither HDR, Acquisition Sub, the Shareholder Representative nor the Company shall be liable to any Existing Holder for any part of the applicable portion of the Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. Any amounts remaining unclaimed by holders of any such Company Shares at such date as is immediately prior to the time at which such amounts would otherwise escheat to, or become property of, any governmental body shall, to the extent permitted by applicable law, become the property of the Surviving Corporation free and clear of any claims or interest of any such holders or their successors, assigns or personal representatives previously entitled thereto.

(iii) If any Certificate representing any Company Shares outstanding prior to the Effective Time shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, and an indemnity against such claim that may be made against it with respect to such Certificate, the Paying Agent shall issue in exchange for such lost, stolen or destroyed Certificate the appropriate amount of the Merger Consideration.

(iv) HDR, the Surviving Corporation, any Affiliate thereof or the Paying Agent shall be entitled to deduct and withhold (or to cause to be deducted or withheld) from any portion of the Merger Consideration otherwise payable pursuant to this Agreement to any holder of Company Shares such amount as HDR, the Surviving Corporation, any Affiliate thereof or the Paying Agent is required to deduct or withhold with respect to the making of such payment under the Code or any provision of state, local or foreign applicable law. To the extent such amounts are so withheld by HDR, the Surviving Corporation, any Affiliate thereof or the Paying Agent, such withheld amounts shall be (A) paid over to the applicable governmental body in accordance with applicable law, and (B) treated for all purposes of this Agreement as having been paid to the applicable Existing Holder in respect of which such deduction and withholding was made.

(n) Shareholder Representative Allocable Expenses; Shareholder Representative Fund.

(i) All fees and expenses incurred by the Shareholder Representative in performing its duties hereunder (including legal fees and expenses related thereto) and any indemnification in favor of the Shareholder Representative shall be borne by the Existing Holders. The Shareholder Representative shall be entitled to

withdraw cash amounts held in the Shareholder Representative Fund for the reimbursement of out of pocket fees and expenses (including legal, accounting, and other advisors' fees and expenses, if applicable) incurred by the Shareholder Representative in performing under this Agreement and any ancillary agreements. The Shareholder Representative Fund shall be held by the Shareholder Representative in a segregated client bank account. The Existing Holders shall earn no interest on the Shareholder Representative Fund. Neither the Shareholder Representative, the Company nor Acquisition Sub shall have any responsibility or liability for any loss of principal of the Shareholder Representative Fund other than, with respect to the Shareholder Representative only, as a result of its gross negligence or willful misconduct.

(ii) Any and all amounts in the Shareholder Representative Fund shall otherwise remain in the Shareholder Representative Fund until the Escrow Agent has distributed the entire Escrow Amount (or such longer time as a claim for indemnification or otherwise made during the applicable survival period remains outstanding). After such time, the Shareholder Representative shall distribute any remaining portion of the Shareholder Representative Fund to the Existing Holders based on their respective Fully Diluted Percentages. In the event the fees and expenses incurred by the Shareholder Representative in performing its duties under this Agreement and the Ancillary Agreements exceed the Shareholder Representative Fund, the excess amount shall be the responsibility of the Existing Holders in accordance with their respective Fully Diluted Percentages. For Tax purposes, the Shareholder Representative Fund shall be treated as having been received and voluntarily set aside by the Existing Holders at the Closing.

(n) Manner of Payments. All payments under this Section 2 shall be made by wire transfer of immediately available funds in United States dollars to an account designated to HDR by the Shareholder Representative.

(o) Closing Deliveries. At the Closing,

(i) the Shareholder Representative will deliver to HDR:

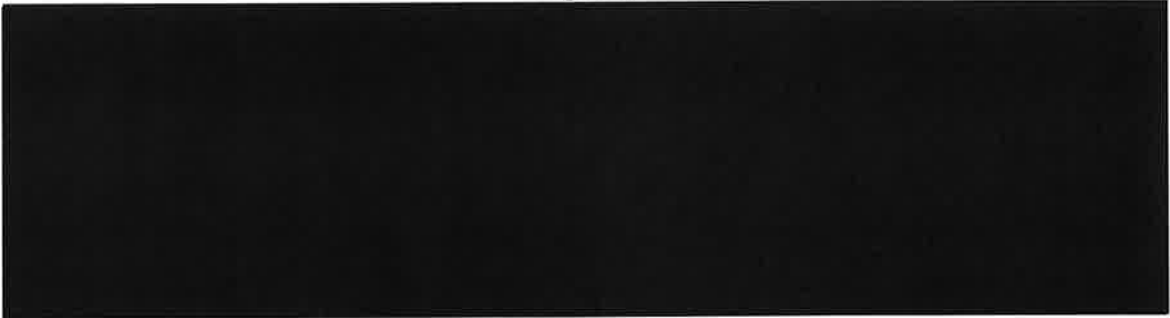
(A) all Letters of Transmittal and the related Certificates free and clear of all Security Interests (or, in the case of lost Certificates, affidavits) representing the Company Shares outstanding immediately prior to the Effective Time, showing evidence satisfactory to HDR that such certificates have been cancelled;

(B) Evidence satisfactory to HDR that all Vested Options and all warrants shall be cancelled upon the Effective Time;

(C) Evidence satisfactory to HDR that all Unvested Options shall be cancelled upon the Effective Time;

(D) Employment, Non-Compete and Incentive Compensation Agreements in the form of Exhibit A executed by designated the Key Employees;

(E) the Escrow Agreement executed by the Shareholder Representative and the Escrow Agent;



(G) reasonably satisfactory documentation setting forth an itemized list of all, and amounts of all, estimated Transaction Expenses described in Section 2(j) which will not have been paid in full prior to the Closing Date, including the identity of each payee, dollar amounts owed, wire transfer instructions and any other information necessary to effect the final payment in full thereof, and copies of final invoices from each such payee acknowledging the invoiced amounts as full and final payment for all services rendered to the Company or its Subsidiaries (the "Transaction Expenses Payoff Instructions"); and

(H) the various certificates, instruments, and documents referred herein.

(ii) HDR will deliver to Shareholder Representative:

(A) Employment, Non-Compete and Incentive Compensation Agreements in the form of Exhibit A executed by HDR;

(B) the Escrow Agreement, executed by HDR and the Escrow Agent; and

(C) various certificates, instruments, and documents referred to herein, including in Section 5(c).

3. Representations and Warranties of Company, Shareholder Representative and Existing Holders. The Company and the Shareholder Representative on behalf of the Existing Holders hereby represent and warrant to HDR that the statements contained in this Section 3 are true and correct as of the date of this Agreement, except as set forth in the disclosure schedule prepared and delivered in connection with the execution of this Agreement (the "Disclosure Schedule"). The

Disclosure Schedule is arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 3.

(a) Organization and Good Standing. Section 3(a) of the Disclosure Schedule lists, with respect to Company and each Subsidiary, its jurisdiction of incorporation or formation and a list of each other jurisdiction in which it is authorized or qualified to do business. Company and each Subsidiary is a corporation or other entity duly incorporated or organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation, with full corporate or other entity power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under its Contracts. Company and each of its Subsidiaries is duly authorized or qualified to do business as a foreign entity and is in good standing under the laws of each state, province, or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, makes such qualification necessary.

(b) Capitalization. The Existing Holders hold all of the Company Shares free and clear of all liens, pledges and encumbrances. All of the issued and outstanding Company Shares have been duly authorized and are validly issued, fully paid as of the Effective Time, nonassessable and free of preemptive rights. No Company Shares have been issued in violation of any preemptive rights of the current or past Company shareholders. Section 3(b) of the Disclosure Schedule sets forth the authorized, issued and outstanding amounts of each class of equity securities of Company and each Subsidiary, together with the names of the holders of all such outstanding equity securities. Except as set forth on Section 3(b) of the Disclosure Schedule, there are no other equity securities of Company or any Subsidiary authorized, issued or outstanding. Except as set forth on Section 3(b) of the Disclosure Schedule, there are no options, warrants, call agreements, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the equity securities of Company or any Subsidiary or obligating Company or any Subsidiary to issue or sell any equity securities of, or any other interest in, Company or any Subsidiary. Except for Company's Shareholders' Agreement, dated October 29, 2010 (the "Shareholders' Agreement") which has been terminated as of the Effective Time or as otherwise set forth on Section 3(b) of the Disclosure Schedule, there are no agreements relating to the equity securities of Company or any Subsidiary to which Company or any Subsidiary is a party or by which any of them is bound.

(c) Authorization of Transaction. The execution, delivery and performance of this Agreement by the Shareholder Representative and the Company has been duly authorized by all requisite action, corporate or otherwise, and constitutes the legal, valid and binding obligation of each of the Shareholder Representative and the Company, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles. Each

of the Shareholder Representative and Company has full power and authority (including, in the case of Company) full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder, and the Company Shareholders and board of directors of Company have duly authorized the execution, delivery and performance of this Agreement by Company. The Employment, Non-Compete and Incentive Compensation Agreements constitute the valid and legally binding obligations of the Key Employees who have signed the Employment, Non-Compete and Incentive Compensation Agreements, enforceable in accordance with their terms and conditions, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles

(d) Noncontravention. Except as set out on Section 3(d) of the Disclosure Schedule, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Company or the Shareholder Representative is subject or any provision of the Charter or Bylaws of Company, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Contracts to which Company or any Subsidiary is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest (other than any Permitted Encumbrance) upon any of its assets). Neither the Company nor the Shareholder Representative nor any Existing Holder is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any governmental authority or Third Party in order for the Parties to consummate the transactions contemplated by this Agreement, other than the filing of the Articles of Merger.

(e) Subsidiaries and Affiliates. Section 3(e) of the Disclosure Schedule sets forth the names, ownership interest and nature of any corporation, business trust, association, partnership, limited liability company or other entity, in which Company owned or had an equity or security interest in beneficially, directly or indirectly, during the past five (5) years other than Subsidiaries listed on Section 3(a) of the Disclosure Schedule, and also sets forth a description of any joint ventures currently in existence to which the Company is a party (other than teaming agreements with respect to which no Service Contract has been entered into).

(f) Title to Assets. Except as set forth in Section 3(f) of the Disclosure Schedule, Company has good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises, or reflected in the Most Recent Balance Sheet, free and clear of all Security Interests other than Permitted Encumbrances. Immediately following the Effective Time, the Company shall maintain valid ownership or leasehold interests in all such properties and assets.

(g) Financial Statements. Section 3(g) to the Disclosure Schedule sets forth true and correct copies of the following financial statements (collectively the "Financial Statements"): audited balance sheets, statements of income, and statements of retained earnings as of and for the calendar years ended December 31, 2011, December 31, 2012, December 31, 2013 and the Most Recent Balance Sheet. The Financial Statements (including the notes thereto) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of Company as of such dates and the results of operations of Company for such periods, are correct and complete in all Material respects, and are consistent with the books and records of Company, which books and records are correct and complete in all Material respects and have been prepared in accordance with GAAP consistently applied. The Most Recent Balance Sheet shall include an accrual for historical retirement contributions, accrued vacation and bonus payments to employees of Company.

(h) Events Subsequent to September 30, 2014. Except as set out on Section 3(h) of the Disclosure Schedule, since September 30, 2014, there has not been any Material Adverse Change. Without limiting the generality of the foregoing, since that date, Company has not:

(i) sold, leased, transferred, or assigned any of its assets, tangible or intangible, outside the Ordinary Course of Business, for [REDACTED] in the aggregate;

(ii) other than Service Contracts listed in Section 3(o) of the Disclosure Schedule and the Contracts listed in Section 3(p) of the Disclosure Schedule, entered into any agreement, Contract, lease, or license (or series of related agreements, contracts, leases, and licenses) involving [REDACTED]

(iii) accelerated, terminated, modified, or cancelled (or suffered the acceleration, termination, modification or cancellation of) any agreement, Contract, lease, or license (or series of related agreements, contracts, leases, and licenses) involving [REDACTED] to which Company is a party or by which it or any of its property is bound;

(iv) imposed or permitted any Security Interest upon any of its assets, tangible or intangible, other the Permitted Encumbrances;

(v) made any capital expenditure (or series of related capital expenditures) involving [REDACTED]

(vi) made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions) involving [REDACTED]

(vii) issued any note, bond, or other debt security or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation either involving [REDACTED];

(viii) delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(ix) cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) involving [REDACTED];

(x) granted any license or sublicense of any rights under or with respect to any Intellectual Property outside the Ordinary Course of Business;

(xi) made or authorized any change in its Charter or Bylaws;

(xii) issued, sold, or otherwise disposed of any of its capital stock, or granted any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock;

(xiii) declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind) or redeemed, purchased, or otherwise acquired any of its capital stock;

(xiv) experienced any damage, destruction, or loss (whether or not covered by insurance) to its property in excess [REDACTED];

(xv) made any loan to, or entered into any other transaction (other than ordinary employment or independent contractor relationships and transactions (e.g., the reimbursement of expenses consistent with Company policy)) with, any Existing Holder, director, officer, or employee of the Company;

(xvi) entered into any written employment contract (other than at will employment) or collective bargaining agreement, or modified the terms of any existing such contract or agreement;

(xvii) granted any increase in the base compensation of any of its directors, officers, and employees;

(xviii) adopted, amended, modified, or terminated any bonus, profit-sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, and employees (or taken any such action with respect to any other Employee Benefit Plan);

(xix) made any other change in employment terms for any of its directors, officers, and employees other than customary increases in base compensation in accordance with past practice;

(xx) made or pledged to make any charitable, political or other contributions [REDACTED];

(xxi) paid or incurred any Liability or obligation to any Third Party (including any costs and expenses Company has paid or incurred or may incur in connection with this Agreement and the transactions contemplated hereby) which will not be reflected or accrued on the Most Recent Balance Sheet, except for Liabilities and obligations incurred in the Ordinary Course of Business;

(xxii) experienced any other material occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business; or

(xxiii) committed to any of the foregoing.

(i) Undisclosed Liabilities. Company has no Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any Liability), except for Liabilities set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) or incurred in the Ordinary Course of Business since the date of the Most Recent Balance Sheet.

(j) Legal Compliance. Since [REDACTED] Company and each Subsidiary has complied with all applicable laws (including rules, regulations, codes, plans, cost accounting and procurement systems, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof) to the extent that the failure so to comply could reasonably be expected to result in a Material Adverse Change, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

(k) Tax Matters.

(i) Since [REDACTED], Company and each Subsidiary has timely filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all Material respects. All Taxes owed by Company (whether or not shown on any Tax Return) have been timely paid or accrued. Company is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Security Interests other than Permitted Encumbrances on any of the assets of Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(ii) Company has withheld and paid all Taxes or other mandatory withholdings required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, Shareholder, or other Third Party.

(iii) No taxing authority intends to assess any additional Taxes for any period for which Company or any Subsidiary has previously filed a Tax Return. There is no dispute or claim concerning any Tax Liability of Company either (A) claimed or raised by any authority in writing or (B) as to which Company has Knowledge based upon personal contact with any agent of such authority. Section 3(k) of the Disclosure Schedule lists all federal, state, local, and foreign income Tax Returns filed with respect to Company or any Subsidiary for taxable periods ended on or after [REDACTED] that have been audited or that currently are the subject of audit. Company has delivered to HDR correct and complete copies of all federal income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Company since [REDACTED]

(iv) Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(v) The unpaid Taxes of Company (A) did not, as of September 30, 2014, exceed the reserve for Tax Liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (B) do not exceed that reserve as adjusted for the passage of time through the Effective Time in accordance with the past custom and practice of Company in filing its Tax Returns.

(vi) Company has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code Section 6662. Company is not a party to any Tax allocation or sharing agreement. Company has not been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which is Company) and has no Liability for the Taxes of any Person other than Company under Reg. Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(vii) Section 3(k) of the Disclosure Schedule lists all entity classification tax elections made on behalf of the Company. None of such elections has been revoked or terminated by the Company or any taxing authority, and no taxing authority has challenged the effectiveness of any such elections.

(l) Real Property.

(i) Company owns no real property.

(ii) Section 3(l)(ii) of the Disclosure Schedule lists the street address of each parcel of real property leased or subleased by Company and each lease or sublease with respect to such real property that either cannot be terminated on not more than 90 days' notice or provides for payments by Company of [REDACTED] or more during its stated term. With respect to each lease and sublease listed in Section 3(l)(ii) of the Disclosure Schedule:

(A) the lease or sublease is legal, valid, binding, enforceable, and in full force and effect;

(B) the lease or sublease will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms immediately following the Effective Time and no consent or notice shall be required under any such lease or sublease in connection with the Merger contemplated hereby;

(C) the Company is not in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(D) the Company has not repudiated any provision thereof;

(E) there are no disputes, oral agreements, or forbearance programs in effect as to the lease or sublease;

(F) Company has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or subleasehold; and

(G) each parcel of real property leased or subleased by Company is supplied with utilities and other services necessary for Company's use thereof.

(m) Intellectual Property.

(i) Company owns or has the right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property used by Company for the operation of its business as currently conducted. Each item of Intellectual Property owned or used by Company immediately prior to the Effective Time will be owned or available for use by the Company on identical terms and conditions

immediately subsequent to the Effective Time. Company has taken all necessary action to maintain and protect each item of Intellectual Property that it owns.

(ii) Company has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Third Parties, and Company has no Knowledge of any pending charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Company must license or refrain from using any Intellectual Property rights of any Third Party). To the Knowledge of the Company, no Third Party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Company.

(iii) Section 3(m)(iii) of the Disclosure Schedule identifies each patent or trademark issued to, and each copyright or domain name registered by, Company with respect to any of its Intellectual Property, including any pending applications therefor, and identifies each license, agreement, or other permission which Company has granted to any Third Party with respect to any of its Intellectual Property (together with any exceptions). Section 3(m)(iii) of the Disclosure Schedule also identifies each trade name and each unregistered trademark or service mark used by Company in connection with any of its businesses. With respect to each item of Intellectual Property required to be identified in Section 3(m)(iii) of the Disclosure Schedule:

(A) Company possesses all right, title, and interest in and to the item, free and clear of any Security Interests, license, or other restriction (other than Permitted Encumbrances);

(B) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(C) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending against Company or, to the Knowledge of Company, is Threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and

(D) except for standard Intellectual Property indemnification provisions contained in Company's Service Contracts, Company has never agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(iv) Section 3(m)(iv) of the Disclosure Schedule identifies each item of Intellectual Property, excluding Shrinkwrap Software, that any Third Party owns and that Company uses pursuant to license, sublicense, agreement, or permission. With respect to each item of Intellectual Property required to be identified in Section 3(m)(iv) of the Disclosure Schedule:

(A) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(B) the license, sublicense, agreement, or permission will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms immediately following the Effective Time;

(C) [REDACTED] no party to the license, sublicense, agreement or permission is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(D) no party to the license, sublicense, agreement, or permission has repudiated any provision thereof;

(E) the underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(F) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of Company, is Threatened which challenges the legality, validity, or enforceability of the underlying item of Intellectual Property; and

(G) Company has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

(v) Company's continued operation of its businesses as currently operated will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of any Third Party existing as of the Closing Date.

(vi) Except as set forth on Section 3(m)(vi) of the Disclosure Schedule, all Intellectual Property that was developed by any current or former employee, consultant, independent contractor or agent of Company in the course of such person's provision of services to Company has been assigned to Company and there are no claims by such employees, consultants, or agents asserting any ownership interest in such Intellectual Property of Company.

(n) Tangible Assets. Except as set forth in Section 3(n) of the Disclosure Schedule, Company owns or leases all machinery, equipment, and other tangible property necessary for the conduct of its businesses as currently conducted free and clear of all Security Interests except for Permitted Encumbrances. Such tangible assets, taken as a whole, are in good operating condition and repair in all material respects (subject to normal wear and tear), and are suitable for the purposes for which they are currently used.

(o) Work-in-Process/Service Contracts.

(i) Section 3(o)(i) of the Disclosure Schedule identifies all engineering and design Service Contracts for Company Business and other projects for which Company Subsidiary, ICA Engineering, Inc., is currently under contract and are currently providing services and sets forth the project name and number, client name, total contract amount, [REDACTED]

Schedule 3(o) and the revenue recognition accounting for the projects of Company have been prepared/applied in accordance with GAAP and the financial condition of the Company projects as of September 30, 2014.

(ii) Section 3(o)(ii) of the Disclosure Schedule identifies all asset management Service Contracts for Company Business and other projects for which Company, is currently under contract and are currently providing services

and sets forth the project and client name and number. Schedule 3(o)(ii) and the revenue recognition accounting for the projects of Company have been prepared/applied in accordance with GAAP and the financial condition of the Company projects as of September 30, 2014.

(iii) HDR has been provided with a correct and complete copy of each Service Contract listed in Section 3(o) of the Disclosure Schedule (as amended to date) and a written summary setting forth the terms and conditions of each oral Service Contract referred to in Section 3(o) of the Disclosure Schedule. With respect to each such Service Contract: (A) the Service Contract is legal, valid, binding, enforceable, and in full force and effect with respect to Company and, to [REDACTED] with respect to each other party thereto, in either case subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; (B) assuming the timely giving of any notice or the timely receipt of any consent required under the Contract as a result of the Merger that is disclosed in Section 3(o) of the Disclosure Schedules which notice has been provided by Company prior to the Effective Time and any lack of consent reported to HDR in writing, the Service Contract will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms immediately following the Effective Time, subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; (C) neither Company nor, [REDACTED] any other party, is in breach or default under such Service Contract, and no event has occurred that with or without notice or lapse of time would constitute a breach or default by Company or, to the [REDACTED] [REDACTED] by any such other party, or permit termination, modification or acceleration, under such Service Contract, except where such breach, default, termination, modification or acceleration would not result in a Material Adverse Change; and (D) the Company has not repudiated any provision of such Service Contract.

(p) Contracts. Section 3(p) of the Disclosure Schedule lists the following Contracts, other than Service Contracts disclosed in Section 3(o) of the Disclosure Schedules or real property leases or subleases, to which Company is a party:

(i) any agreement (or group of related agreements) for the lease of personal property to or from any Person that either cannot be terminated on not more than 90 days' notice or provides for payments by Company in excess of \$100,000 during its stated term;

(ii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, other than Service Contracts, the

performance of which will extend over a period of more than one year, result in a Material loss to Company, or involve consideration in excess of \$100,000;

(iii) any agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, in excess of \$50,000 or under which it has imposed a Security Interest (other than any Permitted Encumbrance) on any of its assets, tangible or intangible;

(iv) any agreement concerning confidentiality or noncompetition;

(v) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, or other material plan, agreement or arrangement for the benefit of any of Company's current or former Existing Holders or any of Company's current or former directors, officers, and employees;

(vi) any collective bargaining agreement;

(vii) any written agreement for the employment of any individual on a full-time, part-time, consulting, or other basis, other than for employment at will;

(viii) any agreement under which it has advanced or loaned any amount to any Company Shareholder, director, officer, or employee;

(ix) any agreement under which the consequences of a default or termination could reasonably be expected to cause a Material Adverse Change in the business, financial condition, operations, results of operations, or future prospects of Company; or

(x) any other agreement (or group of related agreements) the performance of which involves consideration payable by Company in excess of [REDACTED]

HDR has been provided with a correct and complete copy of each written Contract listed in Section 3(p) of the Disclosure Schedule (as amended to date) and a written summary setting forth the terms and conditions of each oral Contract referred to in Section 3(p) of the Disclosure Schedule. With respect to each such Contract: (A) the Contract is legal, valid, binding, enforceable, and in full force and effect with respect to Company and, to [REDACTED] with respect to each other party thereto, in either case subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; (B) assuming the timely giving of any notice or the timely receipt of any consent required under the Contract as a result of the Merger that is disclosed in Section 3(p) of the Disclosure Schedules which notice has been provided by Company prior to the Effective Time and any lack of consent reported to

HDR in writing, the Contract will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms immediately following the Effective Time, subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; (C) neither Company [REDACTED] any other party, is in breach or default under such Contract, and no event has occurred that with or without notice or lapse of time would constitute a breach or default by Company or [REDACTED] by any such other party, or permit termination, modification or acceleration, under such Contract, except where such breach, default, termination, modification or acceleration would not result in a Material Adverse Change; and (D) the Company has not repudiated any provision of such Contract.

(q) Notes and Accounts Receivable. All notes and accounts receivable of Company are reflected properly on their books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet and the Final Effective Date Balance Sheet (rather than in any notes thereto) in accordance with the past custom and practice of Company and subject to Section 9(b)(i), below. Section 3(q) of the Disclosure Schedule contains a complete and accurate list of all receivables as of September 30, 2014.

(r) Powers of Attorney, Letters of Credit and Accounts. Section 3(r) of the Disclosure Schedule lists all outstanding powers of attorney executed on behalf of Company and all outstanding letters of credit, bank accounts, brokerage accounts or similar accounts of the Company.

(s) Insurance and Bonding. Section 3(s) of the Disclosure Schedule sets forth the following information with respect to each insurance policy and bond (including policies providing property, casualty, liability, professional liability errors and omission and workers' compensation coverage and bond and surety arrangements) to which Company has been a named insured within the past three years:

- (i) a certificate of insurance evidencing all such coverage during the past three years;
- (ii) a description of any retroactive premium adjustment or other loss sharing arrangement including the amount of any workers compensation audit accruals for the current policy year;
- (iii) a summary of the loss experience under each policy; and
- (iv) a listing of all outstanding bonds or guarantees.

With respect to each such insurance policy: (A) the policy is legal, valid, binding, enforceable, and in full force and effect with respect to Company and, to Company's Knowledge, with respect to each other party thereto, in either case subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; (B) assuming the timely giving of any notice or the timely receipt of any consent required under the policy as a result of the Merger that is disclosed in Section 3(s) of the Disclosure Schedules, the policy will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms immediately following the Effective Time, subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity; (C) neither Company [REDACTED] any other party, is in breach or default under such policy, and no event has occurred that with or without notice or lapse of time would constitute a breach or default by Company [REDACTED] by any such other party, or permit termination, modification or acceleration, under such policy,; and (D) neither the Company [REDACTED] any other party, has repudiated any provision of such policy; (E) the Company has paid all premiums due and have otherwise performed all of its obligations under each policy; and (F) the Company has given notice to the insurer of all claims that may be insured thereby. Company has been covered during the past five (5) years by insurance in scope and amount customary and reasonable for the businesses in which it has engaged during the aforementioned period. Section 3(s) of the Disclosure Schedule describes any self-insurance arrangements affecting Company.

(t) Litigation and Claims. Section 3(t) of the Disclosure Schedule sets forth each instance in which Company (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is a party or is Threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. Except as set out in Section 3(t) of the Disclosure Schedule, none of the actions, suits, proceedings, hearings, and investigations set forth in Section 3(t) of the Disclosure Schedule are reasonably likely to result in a Material Adverse Change and all such actions, suits, or claims are fully covered by a Company insurance policy without any reservations of rights issued by the insurer. Company has no Knowledge that any such action, suit, proceeding, hearing, or investigation may be brought or Threatened against Company.

(u) Standard of Care. All services rendered by or through Company have been performed in conformity with all applicable contractual commitments and all express and implied representations, and Company has no Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) for breach of contract or for errors or omission or the correction or re-performance without compensation thereof or other damages in connection therewith, subject only to the reserves set forth on the face of

the Most Recent Balance Sheet (rather than in any notes thereto) in accordance with the past custom and practice of Company. No services rendered by or through Company are subject to any guaranty, warranty, or other indemnity beyond the applicable standard of care in the industry. Company has made no express warranties relating to the professional services rendered other than a warranty that the professional services comply with the ordinary standard of care in the industry.

(v) Liability. Except as set forth in Section 3(v) of the Disclosure Schedule, Company has no Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any Liability) arising out of any injury to individuals or property as a result of services rendered by or through Company or Company's failure to render services.

(w) Labor and Employment. [REDACTED] no executive, key employee, or group of employees have any plans to terminate employment with Company. Except as set forth on Section 3(w) of the Disclosure Schedule, Company has no written employment contracts other than employment at will with any of the employees of Company. Company is in compliance in all Material respects with all applicable material laws respecting employment and employment practices, terms and conditions of employment, wages and hours. Company is not a party to or bound by any collective bargaining agreement, nor has it experienced any strikes, grievances, claims of unfair labor practices, or other collective bargaining disputes. Company has not committed any unfair labor practice. [REDACTED] no organizational effort is currently being made or Threatened by or on behalf of any labor union with respect to employees of Company. There are no administrative charges or court complaints against Company concerning alleged employment discrimination or other employment related matters pending or Threatened before the U.S. Equal Employment Opportunity Commission or any government entity.

(x) Employee Benefits.

(i) Section 3(x) of the Disclosure Schedule lists each Employee Benefit Plan and each other material plan, plan policy program notice, agreement, understanding or arrangement providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) that Company maintains or to which it contributes or has any obligation to contribute.

(A) Each such Employee Benefit Plan (and each related trust, insurance contract, or fund) complies in form and in operation in all Material respects with the applicable requirements of ERISA, the Code, and other applicable laws.

(B) All required reports and descriptions (including Form 5500 Annual Reports, summary annual reports, PBGC-1's, and summary plan

descriptions) have been timely filed and distributed appropriately with respect to each such Employee Benefit Plan. The requirements of COBRA have been met with respect to each such Employee Benefit Plan which is an Employee Welfare Benefit Plan.

(C) All contributions (including all employer contributions and employee salary reduction contributions) which are due have been paid to each such Employee Benefit Plan which is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Effective Time which are not yet due have been paid to each such Employee Pension Benefit Plan or accrued in accordance with the past custom and practice of Company. All premiums or other payments for all periods ending on or before the Effective Time have been paid with respect to each such Employee Benefit Plan which is an Employee Welfare Benefit Plan.

(D) Each such Employee Benefit Plan which is an Employee Pension Benefit Plan meets the requirements of a "qualified plan" under Code Section 401(a), has received a favorable determination letter from the Internal Revenue Service that it is a "qualified plan," and Company has no Knowledge of any facts or circumstances that could reasonably be expected to result in the revocation of such determination letter.

(E) The market value of assets under each such Employee Benefit Plan which is an Employee Pension Benefit Plan (other than any Multiemployer Plan) that is subject to Title IV of ERISA equals or exceeds the present value of all vested and nonvested Liabilities thereunder determined in accordance with PBGC methods, factors, and assumptions applicable to an Employee Pension Benefit Plan terminating on the date for determination.

(F) Company has delivered to HDR correct and complete copies of the plan documents and summary plan descriptions, the most recent determination letter received from the Internal Revenue Service, the most recent Form 5500 Annual Report, and all related trust agreements, insurance contracts, and other funding agreements which implement each such Employee Benefit Plan.

(G) The Company is not obligated to make any payment or payments and is not a party to (or a participating employer in) any agreement or Plan that would give rise to additional taxes or interest under Code Section 409A (or any similar provision of state, local or foreign law).

(H) Neither the Company nor any member of its affiliated group within the meaning of Section 280G of the Code has become obligated to make, or will as a result of any event connected directly or indirectly with

any transaction contemplated herein become obligated to make, any "excess parachute payment" as defined in Section 280G of the Code, and no amount that could be received by any employee, officer, director, shareholder or other service provider (whether in cash or property or the vesting of property) as a result of any event connected directly with any transaction contemplated herein would not be deductible by reason of Section 280G of the Code by the Company or any member of its affiliated group within the meaning of Section 280G of the Code, in each case other than any such payment for which shareholder approval satisfying the requirements of Code Section 280G(b)(5) and the regulations promulgated thereunder will be obtained prior to the Effective Time.

(ii) With respect to each Employee Benefit Plan that Company or any ERISA Affiliate maintains or ever has maintained or to which any of them contributes, ever has contributed, or ever has been required to contribute:

(A) No such Employee Benefit Plan which is an Employee Pension Benefit Plan (other than any Multiemployer Plan) that is subject to Title IV of ERISA has been completely or partially terminated or been the subject of a Reportable Event as to which notices would be required to be filed with the PBGC. No proceeding by the PBGC to terminate any Employee Pension Benefit Plan (other than any Multiemployer Plan) that is subject to Title IV of ERISA has been instituted or, to the Knowledge of Company, Threatened.

(B) There have been no Prohibited Transactions with respect to any such Employee Benefit Plan. No Fiduciary has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No action, suit, proceeding, hearing, or investigation with respect to the administration or the investment of the assets of any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Company, Threatened. Company has no Knowledge of any Basis for any such action, suit, proceeding, hearing, or investigation.

(C) Company has not incurred, and Company has no Knowledge that Company will incur any Liability to the PBGC (other than PBGC premium payments) or otherwise under Title IV of ERISA (including any withdrawal liability as defined in ERISA Section 4201) or under the Code with respect to any such Employee Benefit Plan which is an Employee Pension Benefit Plan.

(iii) Company and the other members of the Controlled Group, if any, that includes Company does not contribute to, has never contributed to, or has never been required to contribute to any Multiemployer Plan or has any Liability (including

withdrawal liability as defined in ERISA Section 4201) under any Multiemployer Plan.

(iv) Company does not maintain or contribute to, nor has it ever maintained or contributed to, nor has it ever been required to contribute to any Employee Welfare Benefit Plan providing medical, health, or life insurance or other welfare-type benefits for current or future retired or terminated employees, their spouses, or their dependents (other than in accordance with Code Section 4980B).

(y) Guaranties. Except as set forth in Section 3(y) of the Disclosure Schedule Company is not a guarantor or otherwise liable for any Liability or obligation (including indebtedness) of any other Person.

(z) Environmental, Health, and Safety Matters.

(i) Company and its Subsidiaries have complied and are in compliance with all material Environmental, Health, and Safety Requirements

(ii) Without limiting the generality of the foregoing, each of Company and its Affiliates has obtained and complied with, and is in compliance with, all permits, licenses and other authorizations that are required pursuant to Environmental, Health, and Safety Requirements for the occupation of its facilities and the operation of its business. A list of all such permits, licenses and other authorizations material to the Company or any Subsidiary is set forth in Section 3(z) to the Disclosure Schedule.

(iii) Neither Company nor its predecessors or Affiliates has received any written or oral notice, report or other information regarding any actual or alleged violation of Environmental, Health, and Safety Requirements, or any liabilities or potential liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any investigatory, remedial or corrective obligations, relating to any of them or its facilities arising under Environmental, Health, and Safety Requirements.

(iv) Neither Company nor its predecessors or Affiliates has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including without limitation any hazardous substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) in a manner that has given or would give rise to liabilities, including any liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Solid Waste Disposal Act, as amended ("SWDA") or any other Environmental, Health, and Safety Requirements.

(v) Neither this Agreement nor the consummation of the transaction that is the subject of this Agreement will result in any obligations for site investigation or cleanup, or notification to or consent of government agencies or third parties, pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental, Health, and Safety Requirements.

(vi) Neither Company nor its predecessors or Affiliates has expressly assumed or undertaken any liability, including without limitation any obligation for corrective or remedial action, of any other Person relating to Environmental, Health, and Safety Requirements.

(vii) No facts, events or conditions relating to the operation of Company or its Subsidiaries prior to the Effective Time will prevent, hinder or limit continued compliance with Environmental, Health, and Safety Requirements, give rise to any investigatory, remedial or corrective obligations pursuant to Environmental, Health, and Safety Requirements, or give rise to any other liabilities (whether accrued, absolute, contingent, unliquidated or otherwise) pursuant to Environmental, Health, and Safety Requirements, including without limitation any relating to onsite or offsite releases or threatened releases of hazardous materials, substances or wastes, personal injury, property damage or natural resources damage.

(aa) Certain Business Relationships With Company.

(i) Except as set forth in Section 3(aa)(i) of the Disclosure Schedule or in connection with an employment or other relationship otherwise disclosed on the Disclosure Schedule, no Existing Holder, nor any director, officer or employee of Company, nor any immediate relative of any of the foregoing, (A) owns directly or indirectly any interest of more than [REDACTED], or serves as an employee, officer or director of, any client, competitor or supplier of Company, or any organization which has a contract or arrangement with Company; (B) has any loans or receivables outstanding to Company; (C) is otherwise indebted to Company; (D) owns or leases to Company any property, real or personal, tangible or intangible, used in the business of Company; or (E) is owed money or property by Company or is party to any contract or transaction with Company, other than wages or salary earned in the Ordinary Course of Business or amounts to be paid in connection with the transactions contemplated by this Agreement.

(ii) The Company has no Knowledge that any material customer of or supplier to the Company intends to terminate or fail to renew any Contract with the Company or any Subsidiary of the Company or otherwise to materially change or reduce the amount of business currently being done by such customer or supplier with the Company or any Subsidiary of the Company.

(bb) Indemnity. Except as set forth in Section 3(bb) of the Disclosure Schedule, Company has no Liability, contingent or otherwise, with respect to any right of

indemnification from Company for the benefit of any present or former Company Shareholder, director, officer, employee or agent, or the personal representatives, heirs, beneficiaries, successors or assigns thereof.

(cc) No Rights Agreement or Buy-Sell Agreement. Except as set forth in Section 3(cc) of the Disclosure Schedule, Company is not a party to any shareholders rights agreement or "poison pill" agreement. Except for the Shareholders' Agreement, which has been terminated as of the Effective Time, no Company Shareholder is a party to any buy-sell agreement or stock agreement restricting the transfer of Company Shares in any manner or granting any Person a right to acquire or a right of first refusal to acquire any Company Shares as a result of this Agreement or the transactions contemplated thereby.

(dd) Vote Required. The approval of the Company's board of directors and the affirmative vote of Company Shareholders holding a majority of the Company Shares are the only votes of the holders of Company capital stock necessary to approve this Agreement and the transactions contemplated by it.

(ee) Brokers' Fees. [REDACTED] which fees shall be paid by Company at Closing as a Transactional Expense, neither Company nor Existing Holders have any Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which HDR could become liable or obligated.

(ff) Certain Payments.

(i) The Company and each Company Shareholder, director, officer and employee of the Company or its Subsidiaries or Affiliates are in compliance with all applicable laws, including without limitation the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq., ("FCPA") and similar anti-corruption laws of other jurisdictions. The anti-bribery provisions of the FCPA generally prohibit paying, offering or promising to pay (or authorizing another party, directly or indirectly, to pay, offer or promise) money or anything of value to foreign officials in order to obtain or retain business or direct business to another party. Company, Existing Holders and the Shareholder Representative have not taken and will not take any action that could expose HDR to liability under the FCPA or similar anti-corruption laws of other jurisdictions. The Company, Existing Holders and the Shareholder Representative have not, to obtain or retain business, directly or indirectly offered, paid, or promised to pay, or authorized the payment of any money or other thing of value to any Person who is an official, officer, agent, employee, or representative of any governmental or regulatory body or of any existing or prospective government or private customer; any political party or official thereof; any candidate for political or political party office; or any other individual or entity; while knowing or having reason to believe that all or any portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to any such official, officer, agent, employee, representative, political

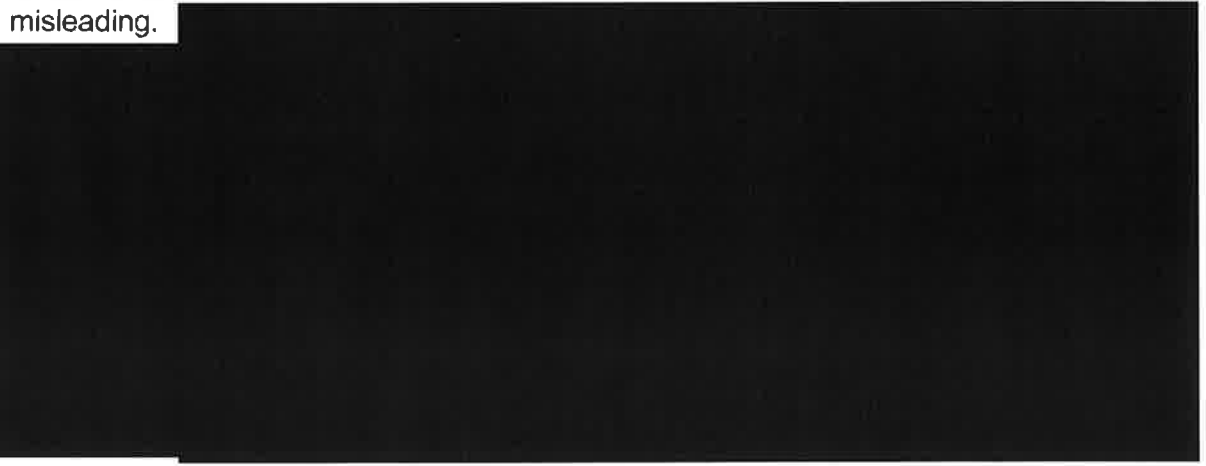
party, political party official, candidate, individual, or any other entity affiliated with such customer, political party or official or political office.

(ii) Neither the Company, nor any Existing Holder, nor the Shareholder Representative, nor any director, officer, agent, or employee of Company, or any other Person associated with or acting for or on behalf of Company, has directly or indirectly:

(A) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (w) to obtain favorable treatment in securing business, (x) to pay for favorable treatment for business secured, (y) to obtain special concessions or for special concessions already obtained, for or in respect of Company, or (z) in violation of any laws; or

(B) established or maintained any fund or asset that has not been recorded in the books and records of the Company.

(gg) No Other Representations or Warranties. The representations and warranties contained in this Section 3 and as contained in the Disclosure Schedule do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 3 not misleading.



4. Representations and Warranties of HDR and the Acquisition Sub. HDR and the Acquisition Sub represent and warrant to the Company and the Shareholder Representative that the statements contained in this Section 4 are true and correct as of the date of this Agreement.

(a) Organization. HDR is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. The Acquisition Sub is a

corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee.

(b) Authorization of Transaction. HDR and the Acquisition Sub have full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform their respective obligations hereunder. The boards of directors of HDR and the Acquisition Sub have duly authorized the execution, delivery and performance of this Agreement and the agreements referred to herein. No vote or approval of HDR Shareholders or the Acquisition Sub Shareholders is required with respect to this Agreement. This Agreement constitutes the valid and legally binding obligation of HDR and the Acquisition Sub, enforceable in accordance with its terms and conditions. The Employment, Non-Compete and Incentive Compensation Agreements constitute the valid and legally binding obligation of HDR, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Agreement and the agreements referred to herein, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which HDR or the Acquisition Sub is subject or any provision of the Articles of Incorporation or Bylaws of HDR or the Charter or Bylaws of the Acquisition Sub or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which HDR or the Acquisition Sub is a party or by which any of their assets are bound. Other than in connection with the provisions of the Delaware General Corporation Law and the Tennessee Corporation Law, neither HDR nor the Acquisition Sub need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement.

(d) Brokers' Fees. HDR does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Existing Holders could become liable or obligated.

(e) Sufficiency of Funds. HDR has sufficient cash on hand or other sources of funds to enable it to make payment of the Merger Consideration and consummate the transactions contemplated by this Agreement.

5. Covenants.

(a) General. Each of the Parties covenants and agrees that it will use commercially reasonable efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement.

(b) Notices and Consents. The Company will give any notices to third parties, and will use commercially reasonable efforts to obtain any Third Party consents, in connection with the matters referred to in Sections 3(d), 3(o) or 3(p) above.

(c) Regulatory Matters. Each of the Parties covenants and agrees that it will give any notices to, make any filings with and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in Sections 3(d), 3(o) or 3(p) and Section 4(c) above.

(d) Company Employees. The Parties hereto covenant and agree that those employees of the Company listed on Exhibit E hereto will remain employees of Company, a Subsidiary, or an Affiliate of HDR immediately following the Effective Time. Such employees will be employed on an "at will" basis except to the extent otherwise provided in employment and non-compete agreements entered into with the Key Employees of Company. Employees of the Company at the Effective Time and listed on Exhibit E will

[REDACTED] Exhibit E shall include the full name of employees, job title, date of hire by Company and current salary/wage. Each employee of the Company or any of its Subsidiaries who remains in the employment of Company, a Subsidiary or an Affiliate of HDR following the Effective Time shall receive substantially the same level of compensation and benefits as they received as employees of the Company immediately prior to the Effective Date. All provisions contained in this Agreement with respect to employee benefit plans or employee compensation are for the sole benefit of the respective Parties and shall not create any Third Party beneficiary or other right in any other Person, including any employee or former employee of Company or any participant or beneficiary in any Employee Benefit Plan.

6. Post-Closing Covenants. The Parties agree as follows with respect to the period following the Closing.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefore under Section 9 below). From and after the Closing HDR will be entitled to possession of all documents, books, records (including Tax records), agreements, and financial data of any sort relating to Company.

(b) Litigation Support. In the event and for so long as any Party actively

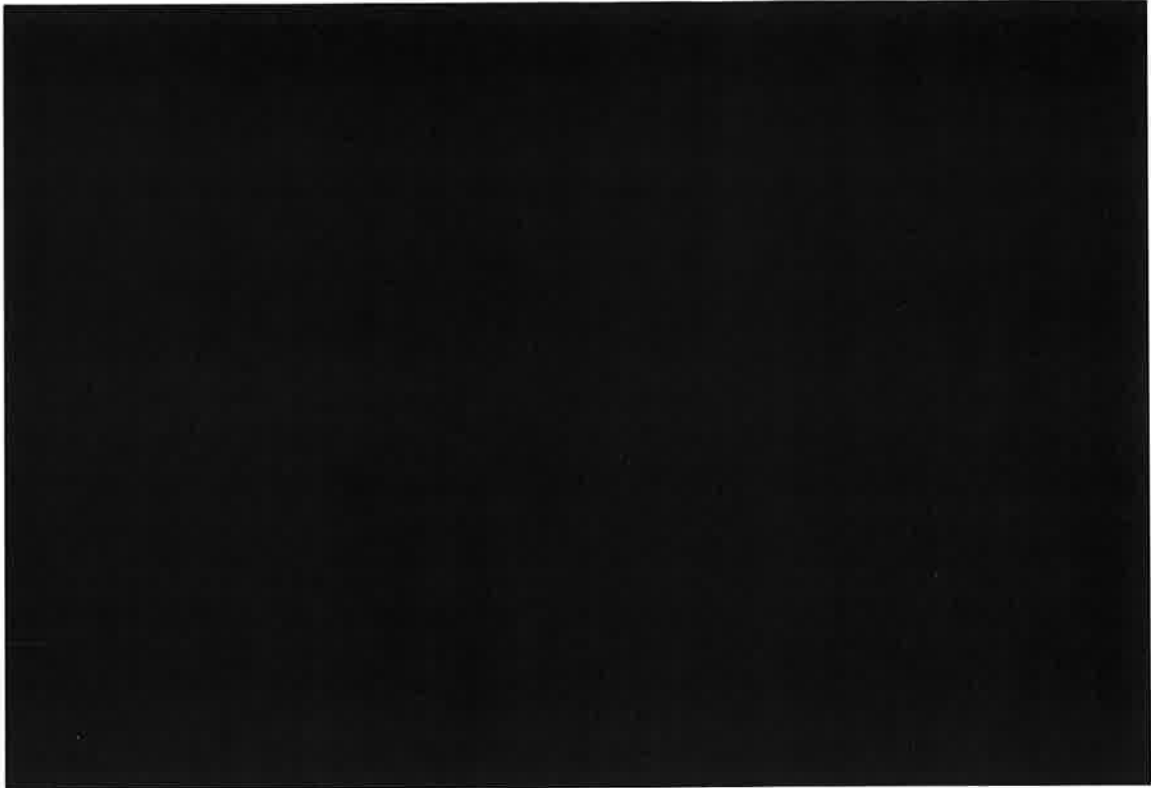
is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving Company, each of the other Parties will cooperate with the contesting or defending Party and his or its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to his or its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefore under Section 9 below).

(c) Transition. The Existing Holders will not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of Company from maintaining the same business relationships with Company or HDR after the Closing as it maintained with Company prior to the Closing. Existing Holders will refer all customer inquiries relating to the businesses of Company to HDR from and after the Closing. Existing Holders will not make any disparaging or derogatory statements or communications concerning Company or HDR.

(d) Confidentiality. The Existing Holders will treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement, and deliver promptly to HDR or destroy, at the request and option of HDR, all tangible embodiments (and all copies) of the Confidential Information which are in their or its possession. In the event a Company Shareholder is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Existing Holders will notify HDR promptly of the request or requirement so that HDR may seek an appropriate protective order or waive compliance with the provisions of this Section 6(d). If, in the absence of a protective order or the receipt of a waiver hereunder, the Existing Holders are, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, the Existing Holders may disclose the Confidential Information to the tribunal; provided, however, that the Existing Holders shall use their reasonable best efforts to obtain, at the reasonable request of HDR, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as HDR shall designate.

(e) Tail Insurance.





(f) Post-Closing Tax Matters.

(i) Pre-Closing Tax Returns. HDR shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company and its Subsidiaries that are filed on or after the Effective Date relating to a period ending before the Effective Date (a "Pre-Closing Tax Return"). Such Pre-Closing Tax Returns shall be prepared in accordance with past custom and practice in respect of such entities unless otherwise required by applicable law. HDR shall (i) at least twenty (20) Business Days prior to the due date for filing any income Tax Pre-Closing Tax Return, provide the Shareholder Representative a copy of any such Pre-Closing Tax Return, and such supporting documentation as the Shareholder Representative may thereafter request, and Shareholder Representative shall have ten (10) Business Days in which to review and comment on such Pre-Closing Tax Return and (ii) use commercially reasonable efforts to provide the Shareholder Representative a copy of any such non-income Tax Pre-Closing Tax Returns for its review and comment prior to filing. The Shareholder Representative and HDR shall attempt in good faith to resolve any dispute regarding any Pre-Closing Tax Return provided to the Shareholder Representative. If the Shareholder Representative and HDR are unable to resolve any such dispute within five (5) Business Days, such dispute shall be referred to an independent accounting firm for resolution pursuant to the procedures set forth in Section 2(k), subject to any modification thereof in this

Section 6(f); provided, that the Shareholder Representative's position shall be adopted if such position will not cause the Tax liability of the Company or its Subsidiaries or HDR to be higher in any Post-Closing Tax Period than it would be if HDR's position were adopted for such Pre-Closing Tax Period. Such resolution shall be completed within a reasonable time after the matter is submitted to the independent accounting firm (taking into account the due date of the applicable Pre-Closing Tax Return).

(ii) Straddle Periods. HDR shall prepare or cause to be prepared and file or cause to be filed any Tax Returns of the Company and its Subsidiaries for any Straddle Period ("Straddle Period Tax Returns"). HDR shall deliver to the Shareholder Representative such Tax Return at least twenty (20) days prior to the filing thereof, and such supporting documentation as the Shareholder Representative may thereafter request, and the Shareholder Representative shall have ten (10) days in which to review and comment on such Tax Return. The Shareholder Representative and HDR shall attempt in good faith to resolve any dispute regarding any Straddle Period Return provided to the Shareholder Representative. If the Shareholder Representative and HDR are unable to resolve any such dispute within five (5) Business Days, such dispute shall be referred to an independent accounting firm for resolution pursuant to the procedures set forth in Section 2(k), subject to any modification thereof in this Section 6(f). Such resolution shall be completed within a reasonable time after the matter is submitted to the independent accounting firm (taking into account the due date of the applicable Straddle Period Tax Return). All Straddle Period Tax Returns shall be prepared in a manner consistent with past practice, to the extent such past practice complies with applicable law.

(iii) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other charges and fees (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement (the "Transfer Taxes") shall be borne 50% by HDR and 50% by the Existing Holders (provided, however, that HDR shall initially pay the entire amount of such Transfer Taxes and shall subsequently obtain reimbursement for 50% of such Transfer Taxes from the Escrow Amount), and all necessary Tax Returns and other documentation with respect to all such Transfer Taxes shall be prepared and filed by the party required by law to file such Tax Returns. Each party shall provide the other party with copies of all Tax Returns and other documentation for Transfer Taxes and evidence that such Transfer Taxes have been paid.

(iv) Apportionment of Taxes. In connection with a Straddle Period, for purposes of allocating Taxes to the Pre-Closing Tax Period within such Straddle Period, (i) in the case of Taxes based upon or related to income, sales, compensation, or receipts, the amount of any such Taxes allocable to the

Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the end of the last day of such period (and for such purpose, the tax period of any partnership or other pass-through entity in which the Company or any of its Subsidiaries holds a beneficial interest shall be deemed to terminate at such time); provided, however, that any Taxes attributable to transactions outside the Ordinary Course of Business effected by HDR or the Company after the Effective Time shall be deemed to have occurred in the Post-Closing Tax Period, and (ii) in the case of Taxes other than Taxes described in clause (i), the amount of such Taxes allocable to the Pre-Closing Tax Period shall be the product of (x) the amount of such Taxes for the entire period and (y) a fraction the numerator of which is the number of calendar days in the Pre-Closing Tax Period and the denominator of which is the number of calendar days in the entire Straddle Period. In the case of clause (i), (A) exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions computed as if the day immediately prior to the Effective Date was the last day of the Straddle Period) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period in proportion to the number of days in each such portion, and (B) Taxes allocated to the Pre-Closing Tax Period shall be computed without regard to any deductions or losses attributable to amounts payable or paid under this Agreement, except for deductions attributable to payments pursuant to Section 2(g) (and any adjustments thereto), which, for the avoidance of doubt, shall be allocated for all Tax purposes under this Agreement to a Pre-Closing Tax Period.

(v) Limitation on Actions. Neither HDR nor any of its Affiliates (including after Closing, the Surviving Corporation) shall make, revoke or amend any election relating to Taxes or Tax Returns with respect to or relating to a Pre-Closing Tax Period, including making any election under Section 338 of the Code, or take any other action relating to Taxes with respect to a Pre-Closing Tax Period after the Closing, without the prior written consent of the Shareholder Representative, unless required by applicable law.

(g) No Merger of Group Health Plans. HDR intends to terminate the separate group health plans currently offered to eligible employees (and their eligible dependents) of Company and its Subsidiaries (collectively the "ICA Medical Plans") as soon as administratively feasible following Closing. Prior to such termination, the ICA Medical Plans shall continue to remain separate and apart from the group health plans (and other employee benefit plans) sponsored by HDR or any of its affiliates or subsidiaries. Under no circumstances shall the assets (if any), insurance contracts, and/or liabilities associated with the ICA Medical Plans merge into or otherwise become part of any group health plan or employee benefit plan sponsored by HDR or any of its affiliates or subsidiaries.

7. Conditions to Obligation to Close.

(a) Conditions to Obligations of Any Party. The obligation of any Party to consummate the transactions to be performed by it is subject to satisfaction that no action, suit, or proceeding shall be pending or Threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) affect adversely the right of HDR to own the assets and operate the businesses of Company (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect).

(b) Conditions to Obligation of HDR and the Acquisition Sub. The obligations of each of HDR and the Acquisition Sub to consummate the transactions to be performed by it are subject to satisfaction of the following conditions:

(i) Company shall have procured all of the Third Party consents specified in Section 5(b) above if required by HDR;

(ii) The representations and warranties of Company, Shareholder Representative and the Existing Holders set forth in Section 3 above shall be true and correct at and as of the date of this Agreement, and shall be true and correct in all material respects at and as of the Effective Time as if made on the Effective Time;

(iii) Each of Company, Existing Holders and Shareholder Representative shall have performed and complied with all of its covenants and agreements in this Agreement in all material respects through the Effective Time;

(iv) There shall have been no Material Adverse Change since the date of the Most Recent Balance Sheet;

(v) Company shall have delivered to HDR a certificate signed by the President of Company in the form set forth on Exhibit F-1 to the effect that each of the conditions specified above in Sections 7(a)(ii) and 7(b)(iii) is satisfied in all respects;

(vi) HDR shall have received legal opinion from counsel to Company dated as of the Effective Date in substantially the form attached hereto as Exhibit G;

(vii) all actions to be taken by Existing Holders, the Shareholder Representative and Company in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other

documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to HDR;

(viii) Company shall deliver to HDR the resignations of the directors and officers of the Company;

(ix) HDR shall have received executed Employment, Non-Compete and Incentive Compensation Agreements from each designated Key Employee in substantially the form set forth on Exhibit A;

(x) The Shareholder Representative shall have delivered to HDR Certificates (or affidavits, in the case of lost Certificates) representing all of the Company Shares together with a Letter of Transmittal in such form and include such other provisions as HDR may reasonably require, signed by each Company Shareholder acknowledging that each such Company Shareholder has reviewed this Agreement and agrees to be bound hereto in accordance with the terms of this Agreement;

(xi) The Shareholder Representative shall have delivered to HDR evidence satisfactory to HDR that Vested Options and any warrants shall be cancelled upon the Effective Time;

(xii) The Shareholder Representative shall have delivered to HDR evidence satisfactory to HDR that all Unvested Options shall be cancelled upon the Effective Time;

(xiii) There shall be no amounts owing under any plan of the Company relating to retention, severance, or bonus based on a change of control;

(xiv) The Shareholder Representative shall have provided HDR a certificate of good standing or similar certificate as to the existence of the Company from the State of Tennessee and certificates of good standing or a similar certificate as to existence from each state, province, or other jurisdiction in which either the ownership or use of the properties owned or used by the Company, or the nature of the activities conducted by it, makes such qualification necessary;

(xv) HDR shall have received a certificate executed by the Secretary of the Company, certifying as to (A) the terms and effectiveness of the Charter and Bylaws of the Company, and (B) the valid adoption of resolutions of the Board of Directors of the Company and the Company Shareholders approving this Agreement, the Merger and the consummation of the transactions contemplated hereby;

(xvi) This Agreement shall have received the Requisite Company Shareholder Approval and approval of the boards of directors of Company and

any applicable period for asserting dissenter's rights shall have expired and the holders of not more than five percent (5%) of the Existing Holders shall have exercised dissenter's rights with respect to the transactions contemplated hereunder; and

(xvii) The Shareholder Agreement by and between the Company and each Company Shareholder shall have been terminated on or before the Effective Time;

(xvii) The Indemnification Agreements by and between the Company and each of its directors dated August 30, 2010 shall have been terminated on or before the Effective Time.

HDR may waive any condition specified in this Section 7(b) if it executes a writing so stating at or prior to the Effective Time or if HDR elects to proceed to Closing.

(c) Conditions to Obligation of the Company and the Shareholder Representative. The obligation of Company and the Shareholder Representative to consummate the transactions to be performed by it is subject to satisfaction of the following conditions:

(i) HDR's representations and warranties set forth in Section 4 above shall be true and correct in all material respects at and as of the Effective Time;

(ii) HDR shall have performed and complied with all of their covenants and agreements in this Agreement in all material respects through the Effective Time;

(iii) HDR shall have delivered to the Shareholder Representative a certificate signed by its president in the form set forth on Exhibit F-2 to the effect that each of the conditions specified above in Sections 7(c)(i) and 7(c)(ii) is satisfied in all respects;

(iv) Company shall have received a certificate executed by the Secretary of HDR, certifying as to (A) the terms and effectiveness of the Articles of Incorporation and Bylaws of HDR, and (B) the valid adoption of resolutions of the Board of Directors of HDR approving this Agreement, the Merger and the consummation of the transactions contemplated hereby;

(v) Company shall have received a certificate executed by the Secretary of the Acquisition Sub, certifying as to (A) the terms and effectiveness of the Charter and Bylaws of Acquisition Sub, and (B) the valid adoption of resolutions of the Board of Directors and shareholders of Acquisition Sub approving this Agreement, the Merger and the consummation of the transactions contemplated hereby;

(vi) All actions to be taken by HDR in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Shareholder Representative; and

(vii) HDR shall have provided Company a certificate of good standing or similar certificate as to the existence of each of HDR and Acquisition Sub from the state of its incorporation.

The Shareholder Representative may waive any condition specified in this Section 7(c) if it executes a writing so stating at or prior to the Closing or if the Shareholder Representative elects to proceed to Closing.

8. Section not Used.

9. Miscellaneous.

(a) Survival of Representations and Warranties.


[REDACTED]

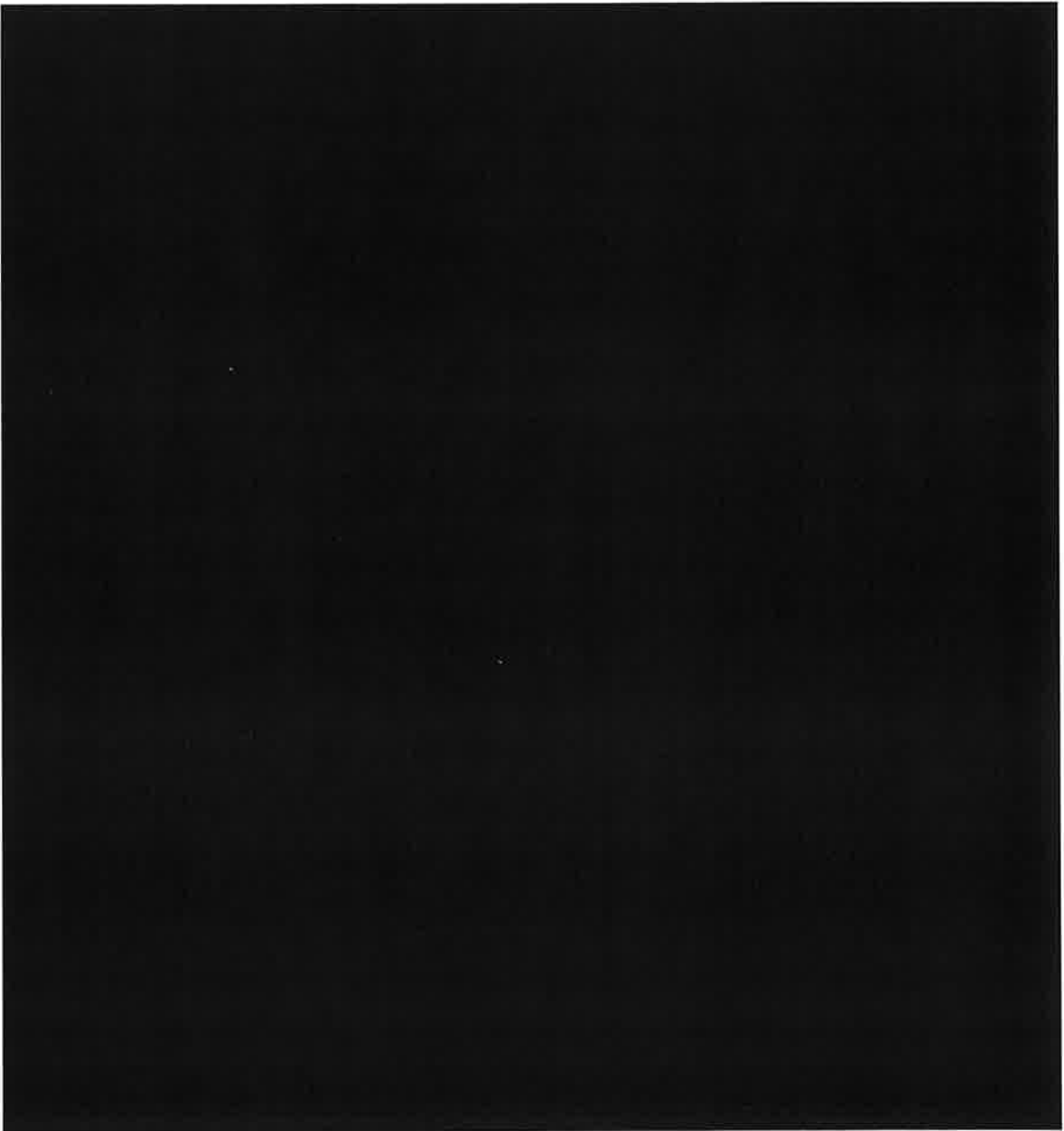
(b) Indemnification Provisions for the Benefit of HDR.

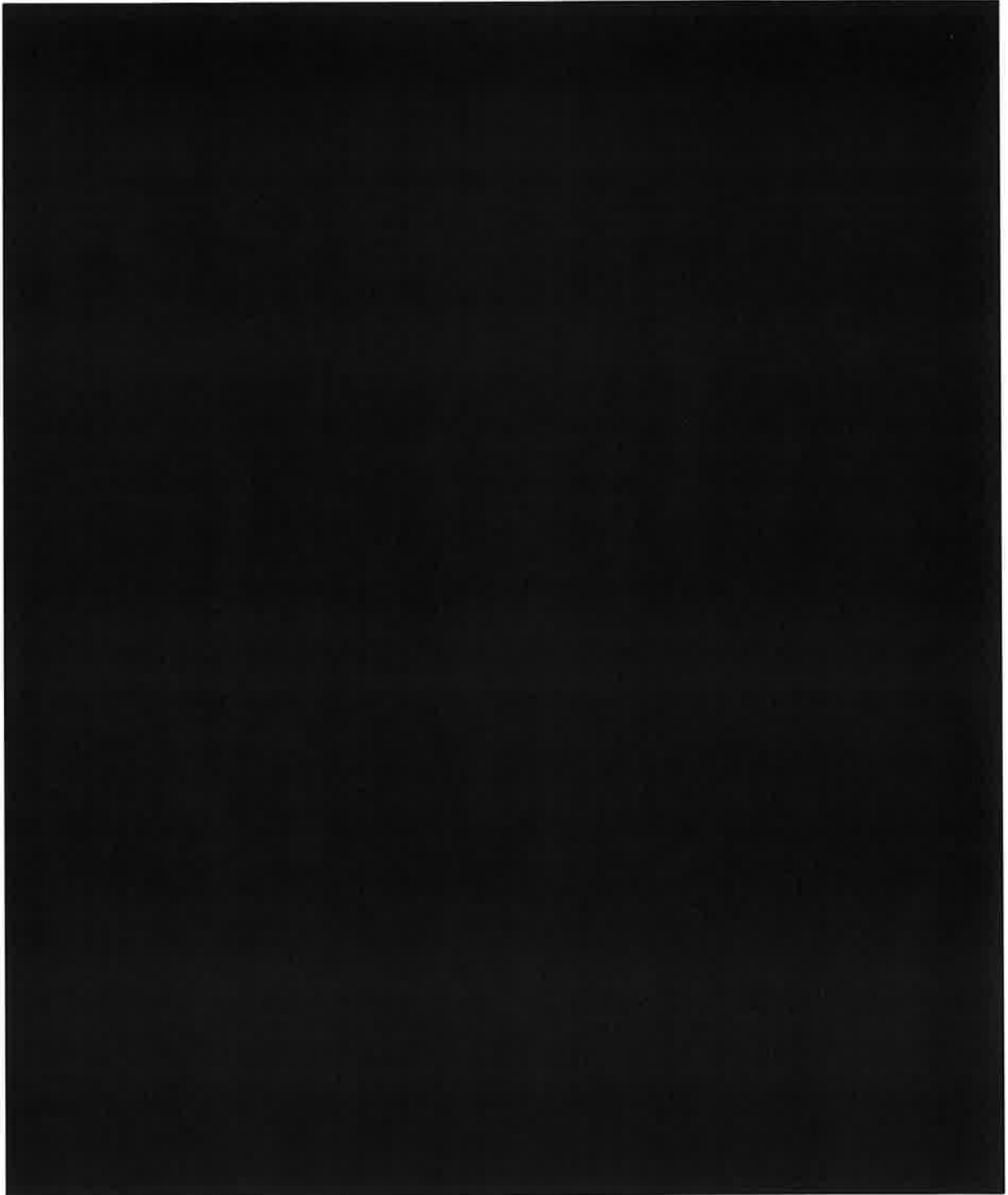
(i) In the event the Company, Shareholder Representative or the Existing Holders breach (or in the event any Third Party alleges facts that, if true, would mean the Company, Existing Holders or the Shareholder Representative has breached) any of its representations, warranties, covenants or agreements contained in this Agreement, then the Existing Holders will indemnify HDR from and against the entirety of any Adverse Consequences (as hereinafter defined) HDR may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach or alleged breach. To the extent not covered by available insurance, Company and the Existing Holders shall indemnify HDR from any Adverse Consequences arising out of the claims as listed in Section 3(t) of the Disclosure Schedule.

For purposes of this Agreement, the term "Adverse Consequences" means all [REDACTED]



(ii) Applicability and Release of Escrow Amount: 





(c) Indemnification Provisions for Benefit of Existing Holders. In the event HDR breaches (or in the event any Third Party alleges facts that, if true, would mean HDR has breached) any of its representations, warranties, covenants and agreements contained in this Agreement, then HDR agrees to indemnify Existing Holders from and against the

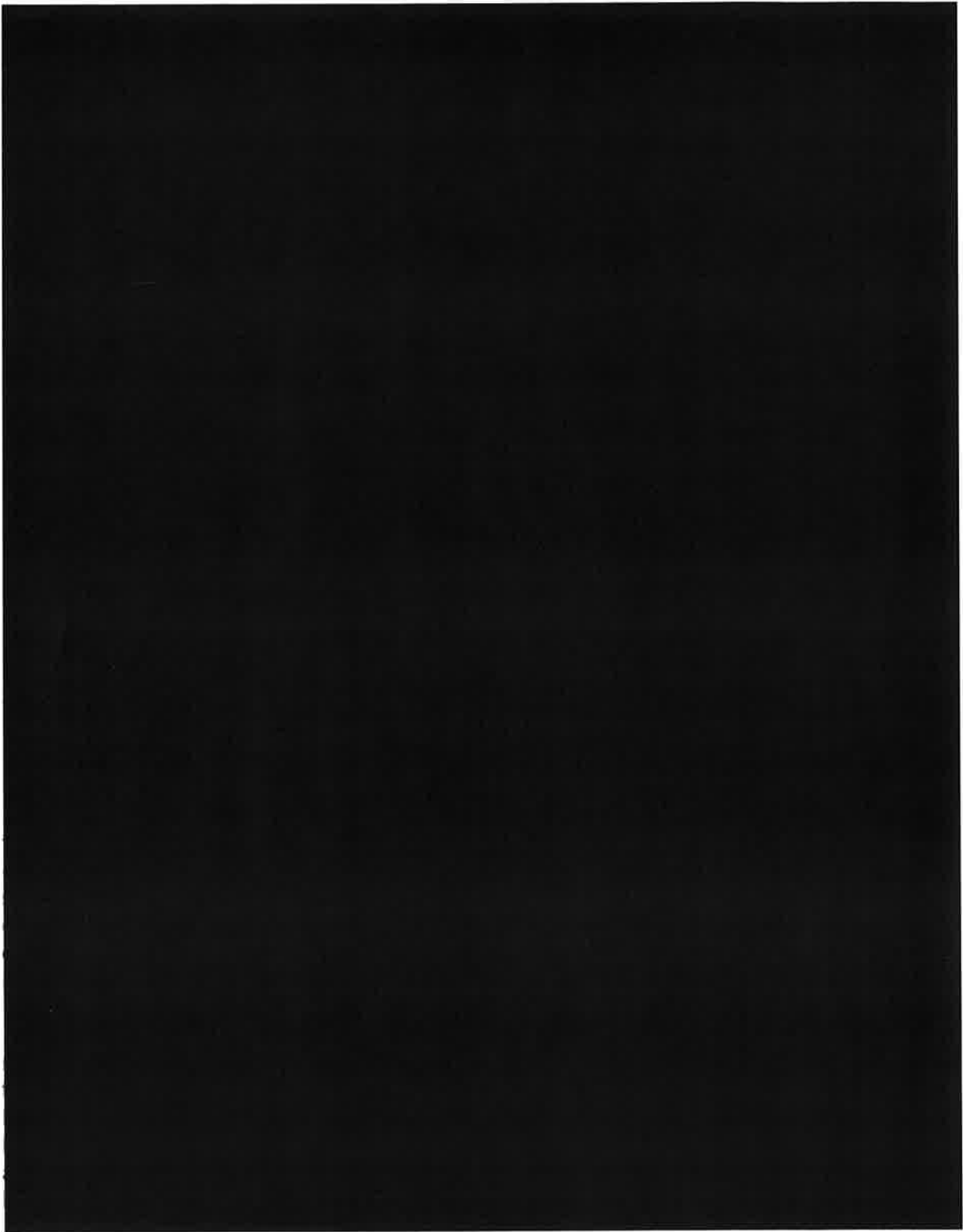
entirety of any Adverse Consequences Existing Holders may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach.

(d) Matters Involving Third Parties.

(i) If any Third Party shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 9, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.







[REDACTED]

(f) Name of Company. HDR has acquired the "ICA" and "Infrastructure Corporation of America" name and their derivatives and may use them, at its option, in accordance with past practices.

(g) Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Effective Time without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing Party will use its best efforts to advise the other Party prior to making the disclosure).

(h) Assignments, Successors, and No Third-Party Rights. No Party may assign any of its rights under this Agreement without the prior consent of the other Parties, which will not be unreasonably withheld, except that HDR may assign any of its rights (but not its obligations) under this Agreement to any subsidiary of HDR. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns.

(i) Entire Agreement and Modification. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, including but not limited to [REDACTED] and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Party to be charged with the amendment.

(j) Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(k) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(l) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent

by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to the Shareholder

Representative: 750 Old Hickory Blvd.
Suite 1-200
Brentwood, TN 37027

Copies to: Elizabeth Moore
Sherrard & Roe
15 3rd Avenue South
Suite 1100
Nashville, TN 37201

If to HDR or the Acquisition HDR, Inc.

Sub: 8404 Indian Hills Drive
Omaha, NE 68114
Attention: President

Copy to: HDR, Inc.
8404 Indian Hills Drive
Omaha, NE 68114
Attention: General Counsel

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(m) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(n) Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in Wilmington, Delaware in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also

agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Process in any action or proceeding may be served on any Party anywhere in the world.

(o) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by HDR and the Shareholder Representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(p) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(q) Expenses. HDR, the Acquisition Sub and the Existing Holders will bear their own costs and expenses (including legal fees and expenses) incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, the Existing Holders shall have the right to accrue all Transaction Expenses on the Final Effective Date Balance Sheet.

(r) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. Nothing in the Disclosure Statement shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Statement identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or

mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

(s) Incorporation of Exhibits and Disclosure Statement. The Exhibits and Disclosure Schedule identified in this Agreement are incorporated herein by reference and made a part hereof.

(t) Termination.

(i) This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding the approval of this Agreement by the Company Shareholders):

(A) by mutual written consent of the Company, the Shareholder Representative and HDR; or

(B) by the Company or HDR if (x) the Merger has not been consummated on or before January 1, 2015, provided that the right to terminate this Agreement pursuant to this Section 9(t)(i)(B)(x) shall not be available to any Party whose breach of any provision of this Agreement results in the failure of the Merger to be consummated by such time, or (y) if there has been a material violation of breach by the other of any representation, warranty, covenant or agreement contained in this Agreement prior to the Effective Time, provided that the right to terminate this Agreement pursuant to this Section 9(t)(i)(B)(y) shall not be available to any Party who is also in breach of any representation, warranty, covenant or agreement contained in this Agreement.

(ii) The Party desiring to terminate this Agreement pursuant to this Section 9(t) (other than Section 9(t)(i)(A)) shall give notice of such termination to the other Parties in accordance with Section 9(l).

(iii) If this Agreement is terminated pursuant to this Section 9(t), this Agreement shall become void and of no effect without liability of any Party (or any Shareholder, director, officer, employee, agent, consultant or representative of such Party) to the other Parties hereto, provided that, if such termination shall result from the breach by any Party to this agreement, such breaching Party shall be liable for any and all liabilities and damages incurred or suffered by the terminating Party as a result of such failure. Notwithstanding the foregoing, the provisions of Sections 1, 6(d), 9(f), 9(l), 9(m), 9(n), 9(q), 9(t)(iii) and 9(v) hereof shall survive termination.

(u) [Section not used.]

(v) Shareholder Representative.

(i) In order to efficiently administer the defense and/or settlement of

any claims for which the Existing Holders may be potentially liable, and for purposes of resolving any disputes hereunder, the Shareholder Representative is irrevocably appointed and designated as the representative and attorney-in-fact for the Existing Holders.

(ii) The Shareholder Representative is authorized (a) to take all action necessary to consummate the transactions contemplated hereby, (b) to take all action necessary in the defense and/or settlement of any claims for which any Existing Holders may be required to indemnify HDR, (c) to exercise and perform of any such Existing Holder's rights and obligations under any certificates or other documents to be entered into in connection with this Agreement, (d) to give and receive all notices on behalf of such Existing Holders required or permitted under this Agreement, and (e) to take any and all additional action as is contemplated to be taken by or on behalf of such Existing Holders by the terms of this Agreement.

(iii) In the event that the Shareholder Representative dies, becomes unable to perform his responsibilities hereunder or resigns from such position, the Existing Holders holding a majority of the Company Shares immediately prior to the Effective Time will select another representative to fill each such vacancy and such substituted representative will be irrevocably appointed and designated the Shareholder Representative for all purposes of this Agreement.

(iv) All decisions and actions by the Shareholder Representative, including, without limitation, the defense or settlement of any claims for which the Existing Holders may be required to indemnify HDR, or the exercise and performance of any such Existing Holders' rights and obligations under any certificates or other documents to be entered into in connection with this Agreement, will be binding upon all of such Existing Holders, and such Existing Holders will have no right to object, dissent, protest or otherwise contest the same.

(v) Each Existing Holder immediately prior to the Effective Time further agrees that:

(A) HDR will be able to rely conclusively on the instructions and decisions of the Shareholder Representative as to (1) the exercise and performance of the rights and obligations of the Existing Holders under the agreements to be entered into in connection with this Agreement or (2) any other actions required to be taken by the Shareholder Representative hereunder, and no party hereunder will have any cause of action against HDR for any action taken by it in reliance upon the instructions or decisions of the Shareholder Representative;

(B) All actions, decisions and instructions of the Shareholder Representative will be conclusive and binding upon all of the Existing

Holders immediately prior to the Effective Time, and no party hereto will have any cause of action against the Shareholder Representative, in his capacity as a Shareholder Representative, for any action taken, decision made or instruction given by the Shareholder Representative under this Agreement, except for fraud or willful misconduct by the Shareholder Representative;

(C) The Shareholder Representative shall be entitled to reimbursement from funds paid to it under Section 2(n) of this Agreement and/or otherwise received by it in its capacity as the Shareholder Representative pursuant to or in connection with this Agreement, for all reasonable expenses, disbursements and advances (including fees and disbursements of its counsel, experts and other agents and consultants) incurred by the Shareholder Representative in such capacity; provided, that neither HDR nor the Company nor the Subsidiaries of either of them shall have any monetary obligation or liability to the Shareholder Representative.

(D) The Shareholder Representative shall not have by reason of this Agreement a fiduciary relationship in respect of any Existing Holder, except in respect of amounts received by the Shareholder Representative on behalf of an Existing Holder. The Shareholder Representative shall not be liable to any Existing Holder for any action taken or omitted by it or any agent employed by it under this Agreement or any other agreement executed in connection herewith, except that the Shareholder Representative shall not be relieved of any liability for willful misconduct. The Shareholder Representative shall not be liable to any Existing Holder for any apportionment or distribution of payments made by it in good faith, and, if any such apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Existing Holder to whom payment was due, but not made, shall be to recover from other Existing Holders, as applicable, any payment in excess of the amount to which they are determined to have been entitled pursuant to this Agreement. No decision, action or inaction by the Shareholder Representative will be deemed to constitute willful misconduct or to violate any duty owed by the Shareholder Representative to any Existing Holder merely because the decision, action or inaction of the Shareholder Representative furthers the Shareholder Representative's own interest.

(E) Each Existing Holder shall jointly and severally indemnify, defend and hold harmless the Shareholder Representative from and against any and all Adverse Consequences arising as a result of or incurred in connection with any actions taken or omitted to be taken by the Shareholder Representative in his, her or its capacity as such pursuant to the terms of this Agreement.

(F) The Company understands that it has been represented by Sherrard & Roe, PLC ("Sherrard & Roe") as counsel to the Company, including in the preparation, negotiation and execution of this Agreement and the transactions contemplated hereby and thereby, and that Sherrard & Roe has not represented any director or employee of the Company or any Existing Holder in the preparation, negotiation and execution of this Agreement or the transactions contemplated hereby. The Company acknowledges and agrees that Sherrard & Roe may, after the Closing, represent the Shareholder Representative and the Existing Holders and/or their Affiliates in matters related to the transactions contemplated by this Agreement, including the representation of such Persons or entities in matters related to post-Closing claims made by HDR, the Surviving Corporation and any other parties under the indemnification provisions in this Agreement and other claims that may arise out of or relate to this Agreement. The Company hereby acknowledges, on behalf of itself and its Affiliates, that it has had an opportunity to ask for and has obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation, and

it hereby waives any conflict arising out of such future representation with respect to the matters contemplated by this Agreement and the transactions contemplated hereby and thereby.

(G) The provisions of this Section 9(v)(v) are independent and severable, are irrevocable and coupled with an interest and will be enforceable notwithstanding any rights or remedies that the Company or any Existing Holders immediately prior to the Effective Time may have in connection with the transactions contemplated by this Agreement; and

(H) These provisions will be binding upon the executors, heirs, legal representatives and successors of each of the Existing Holders immediately prior to the Effective Time, and any references in this Agreement to the Existing Holders immediately prior to the Effective Time will mean and include the successors to the rights of the Existing Holders immediately prior to the Effective Time hereunder, whether pursuant to testamentary disposition, the laws of descent and distribution or otherwise.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

INFRASTRUCTURE CORPORATION OF AMERICA

By: 
Howard Eley, Jr.
Chief Executive Officer


Darrell K. Massengale
Shareholder Representative

HDR, INC.

HDR ACQUISITION SUBSIDIARY, INC.

By: 
Eric L Keen
Vice Chairman

By: 
Louis J. Pachman
President

EXHIBITS

Exhibit A	Employment, Non-Compete and Incentive Compensation Agreements
Exhibit B	September 30, 2014 Most Recent Balance Sheet
Exhibit C	Articles of Merger
Exhibit D	Escrow Agreement
Exhibit E	Employees Hired
Exhibit E-1	Officers of Company and Subsidiaries
Exhibit F	Officers Certificates
Exhibit G	Company Counsel's Opinion Addressed to HDR

Disclosure Schedule

SCHEDULE 3(a)
Organization and Good Standing

COMPANY:Name: **Infrastructure Corporation of America**

- Jurisdiction of Incorporation: Tennessee
- Jurisdictions in which Company is authorized to do business:

State	Control Number
Arizona	F18428926
Florida	F98000006316
Georgia	07098537
Indiana	2005051000733
Kentucky	08260110.09
Louisiana	40615896F
Missouri	F00745372
Nevada	E0135722014-8
North Carolina	0860574
Oregon	663651-99
South Carolina	081031-0140
Texas	0012611306
Virginia	F1619305

SUBSIDIARIES:Name: **ICA of Virginia, Inc.**

- Jurisdiction of Incorporation: Tennessee
- Jurisdictions in which ICA of Virginia, Inc. is authorized to do business:

State	Control Number
Virginia	F1714007

Name: **ICA Engineering, Inc.**

- Jurisdiction of Incorporation: Kentucky
- Jurisdictions in which ICA Engineering, Inc. is authorized to do business:

State	Control Number
Arkansas	100097205
Florida	841895
Georgia	K935631
Indiana	2004060100303
Louisiana	35525003F
Mississippi	589353
Missouri	F00720194

North Carolina	0053294
Ohio	1531252
Pennsylvania	4251584
South Carolina	C643
Tennessee	317748668
Texas	800445710
Virginia	F0550311
West Virginia	156863

Name: **Interstate Travel Stop Advertising of America, LLC**

- Jurisdiction of Organization: Tennessee
- Jurisdictions in which Interstate Travel Stop Advertising of America, LLC is authorized to do business:

State	Control Number
Arizona	R18494942
Florida	M13000003321
Georgia	13423336
Indiana	FL1316527
Nevada	E0135732014-9

Hunter, Jamie (Finance-Procurement)

From: Trotter, Brian <Brian.Trotter@hdrinc.com>
Sent: Monday, December 04, 2017 3:06 PM
To: Finance – Procurement Resource Group
Cc: Edelen, Ben
Subject: ICA Engineering Contracts to HDR; Metro Govt of Nashville and Davidson County
Attachments: Final ICA Signed Purchase Agreement - Redacted.pdf;
TheMetropolitanGovernmentofNashvilleandDavidsonCounty_W4501488.pdf;
15084433.pdf

Categories: Jamie

Attached you will find a Purchase Agreement with ICA Engineering was acquired by HDR. Also attached is 2 insurance certificates (one for General Liability and the other for Professional Liability) as requested.

HDR agrees to accept the Terms and Conditions of Contract 334443 (Division Street CEI) and Contract 388142 (Lebanon Pike Sidewalk Design Services (RFQ #926585)).

The signatory name for ICA Engineering is Brian Trotter, brian.trotter@hdrinc.com .

This signatory name for HDR is Ben Edelen, ben.edelen@hdrinc.com .

Please let me know if you have any questions or require anything further from me to process this request. Thanks,

Brian Trotter, PE, CPESC
Vice President



HDR
750 Old Hickory Boulevard, Building One, Suite 200
Brentwood, TN 37027
D 615.690.7126 M 931.320.1699
brian.trotter@hdrinc.com

hdrinc.com/follow-us

Contract Abstract

A Matter #:A-35955

Contract InformationContract & Solicitation Title: **Lebanon Pike Sidewalk Design Services**

Contract Summary: **Contractor shall provide professional surveying and engineering design services, in accordance with all local state, and federal guidelines, for new sidewalk along the north side of Lebanon Pike from McGavock Pike to Old Lebanon Pike as outlined in Exhibit A (Fee Proposal Summary). The program is federally funded through TDOT (Federal Project STP-M-24(60), State Project 19LPLM-F0-127, PIN 121729.00). The project is listed in the TIP as number 2014-16-002.**

Contract Number: **388142** Solicitation Number: **926585** Requisition Number: **81498**Type of Contract/PO: **Project Completion**Contract Start Date: **10/07/2016** Contract Expiration Date: **10/06/2021**Estimated Contract Life Value: **\$493,252.10** Fund: **40300 & 40016** BU: **42402014****(\$394,601.68) & 42401016 (98,650.42)**Selection Method: **RFQ (AE)**Procurement Staff: **Terri Troup** BAO Staff: **Joe Ann Carr**Department(s) Served: **Public Works****Contractor Information**Contracting Firm: **ICA Engineering, Inc.**Address 1: **8404 Indian Hills Drive**Address 2: City: **Omaha** State: **NE** Zip: **68114-4049**Company Contact: **Brian Trotter** Email Address: **Brian.Trotter@hdrinc.com**Phone #: **615-690-7126** E1#: **180148**Contract Signatory: **Brian Trotter** Email Address: **Brian.Trotter@hdrinc.com****Subcontractor Information**Small Business Program: **Small Business** Amount: **\$113,663.28**Procurement Nondiscrimination Program: **No MWBE Participation** Amount: **\$0.00**Disadvantaged Business Enterprise: **Was applicable for this contract** Amount: **\$140,549.09****Summary of Offers**

	Score (RFQ Only)	Cost	Result
Alfred Benesch & Company	78	N/A	Evaluated but not selected
Barge Waggoner Sumner and Cannon Inc	89	N/A	Evaluated but not selected
CDM Smith	79	N/A	Evaluated but not selected
Collier Engineering Co., Inc.	65	N/A	Evaluated but not selected

Contract/PO Lifecycle Report

Summary of Offers

Summary of Offers	Score (RFQ Only)	Cost	Result
DBS & Associates Engineering, Inc.	90	N/A	Evaluated but not selected
Gresham Smith & Partners	71	N/A	Evaluated but not selected
Hart Freeland Roberts, Inc	79	N/A	Evaluated but not selected
HMB Professional Engineers	77	N/A	Evaluated but not selected
ICA Engineering, Inc	91	N/A	Awarded
James + Associates	58	N/A	Evaluated but not selected
Kimley-Horn and Associates, Inc	85	N/A	Evaluated but not selected
LittleJohn Engineering	70	N/A	Evaluated but not selected
Parsons Brinckerhoff, Inc	80	N/A	Evaluated but not selected
Ragan-Smith Assoc Inc	85	N/A	Evaluated but not selected
RPM Transportation	77	N/A	Evaluated but not selected
Smith Seckman Reid Inc	73	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 ICA Engineering, Inc. ("CONSULTANT") located at 8404 Indian Hills Drive, Omaha, NE 68114-4049. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Tasks and Cost Proposal*

- *The solicitation documentation for RFQ# 926585 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 professional surveying and engineering services for construction of new sidewalk along the north side of Lebanon Pike from McGavock Pike to Old Lebanon Pike as outlined in Exhibit A, Tasks and Cost Proposal.

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.
- **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.

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 sixty (60) months from the date of filing with the Metropolitan Clerk's Office. 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 \$493,415.10. 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. Electronic Payment

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

4.5. 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.

4.6. 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. Software License

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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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 .

8.8. 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.

8.9. 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.

8.10. 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.

8.11. 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.

8.12. Compliance with Laws

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

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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 arising, in part or in whole, from the negligent or intentional 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.

8.17. 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.

8.18. 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.

8.19. 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.

8.20. Force Majeure

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

8.21. 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.

8.22. Venue

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

8.23. 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 388142

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: ICA Engineering
Attention: Brian Trotter
Address: 750 Old Hickory Blvd., Building One, Suite 200
Telephone: 615-399-9090
Fax: 615-377-4745
E-mail: brian.trotter@att.net

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: C T Corporation System
Attention: Natalie Beegle
Address: 800 S. Gay Street, Suite 2021, Knoxville, TN 37929

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 388142

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

DocuSigned by:
Mark Sturtevant
Dept. / Agency / Comm. Head or Board Chair.
020698A5C4FD49A...
DS
SKW
Dept. Fin

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

DocuSigned by:
[Signature]
Purchasing Agent
7D9F3E023C9F4E2...
DS
TRT
Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Talia Lomax O'Neal
Director of Finance
EC3E427F849C47C...
DS
SR
OMB
DS
GLM
BA

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Tara Ladd
Metropolitan Attorney
F9D9E768800D426...
DS
BL
Insurance

FILED BY THE METROPOLITAN CLERK:

DocuSigned by:
Shannon Hall
Metropolitan Clerk
988C9C867146F...
11/1/2016
Date

CONTRACTOR

ICA Engineering
Company Name

DocuSigned by:
Brian Trotter
Signature of Company's Contracting Officer
08106A08C28F44B...

Brian Trotter
Officer's Name

Tennessee Operations Manager
Officer's Title

EXHIBIT A - Fee Proposal Summary

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF PUBLIC WORKS
MANDAY ESTIMATE AND FEE PROPOSAL**

Lebanon Pike Sidewalk Design Services

RFQ# - 926585





FEE PROPOSAL
LEBANON PIKE SIDEWALK DESIGN SERVICES
RFQ# 926585

Hourly Rate Summary by Firm

	HDR ICA	Civil Infrastructure Associates	Booker Engineering	DEPA	Hawkins Partners	KS Ware and Associates	New South Associates
Principal	\$76.49				\$67.80	\$67.60	
Project Manager	\$72.11		\$51.70	\$40.86		\$48.56	\$51.78
Project Engineer	\$48.80		\$40.46				
Jr. Engineer / Designer	\$36.05		\$21.89		\$25.17		
CAD Technician	\$33.67	\$35.00		\$33.67		\$26.02	
Clerical / Administrative	\$23.75			\$23.75	\$16.00	\$21.00	
Sr. Structural Engineer	\$53.45						
Structural Engineer	\$34.02						
Sr. Geotechnical Engineer	\$42.50						
Geotechnical Engineer	\$38.41						
Geologist	\$45.26						
Jr. Geotechnical Engineer	\$30.14						
Sr. Environmental Planner	\$77.25						
Environmental Planner	\$40.00						
GIS Analyst	\$36.00						
GIS Technician / Specialist	\$28.00						\$25.00
Registered Land Surveyor		\$49.11		\$47.27			
Party Chief		\$28.50					
Instrument Man		\$25.00					



Hourly Rate Summary by Firm (Cont.)

	HDR ICA	Civil Infrastructure Associates	Booker Engineering	DEPA	Hawkins Partners	KS Ware and Associates	New South Associates
Environmental Specialist				\$36.06			
Sr. Environmental Professional						\$57.69	
Environmental Professional				\$34.61			
Project Professional						\$26.02	
Technician 01						\$22.00	
Environmental Field Technician				\$18.50			
Sr. Biologist				\$35.00			
Associate					\$48.35		
Landscape Architect / Sr. Designer					\$26.26		
Principal Investigator							\$32.45
Senior Historian							\$30.47
Archaeologist							\$20.96
Graphic Specialist							\$22.68
Editor							\$26.55



Breakdown by Prime and Subconsultants

Firm	OH Rate	% Net Fee	HDR ICA Fee	Subconsultant Fee	DBE Commitment (%)
HDR ICA	157.03%	12%	\$352,703.01		
Civil Infrastructure Associates	125.00%	12%		\$35,499.40	7.20%
Booker Engineering	158.28%	12%		\$35,786.22	7.26%
DEPA	125.00%	12%		\$20,556.68	4.18%
Hawkins Partners	196.31%	12%		\$20,809.21	4.22%
KS Ware and Associates	158.28%	12%		\$21,568.45	4.37%
New South	82.80%	12%		\$6,329.13	1.28%
			\$352,703.01	\$140,549.09	28.49%

Total Contract: \$493,252.10



FEE PROPOSAL
LEBANON PIKE SIDEWALK DESIGN SERVICES
RFQ# 926585

1.	HDR ICA Direct Labor		= \$119,649.15
2.	Overhead (1.5703 x 1.)		= \$187,885.06
3.		Subtotal 1 + 2	= \$307,534.21
4.	Net Fee (2.35 x 1 x 12%)	(Rounded to nearest \$10)	= \$33,750.00
5.		Subtotal 3 + 4	= \$341,284.21
6.	Direct Expenses		
	HDR ICA Expenses	\$11,418.80	
	Sub: Civil Infrastructure Associates	\$35,499.40	
	Sub: Booker Engineering	\$35,786.22	
	Sub: DEPA	\$20,556.68	
	Sub: Hawkins Partners	\$20,809.21	
	Sub: KS Ware and Associates	\$21,568.45	
	Sub: New South	\$6,329.13	
			Subtotal = \$151,967.89
7.	Total Project	Total 5 + 6	\$493,252.10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2017

9/1/2016

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1013472 ICA ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : American Zurich Insurance Company	40142	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 14243687** **REVISION NUMBER: XXXXXXXX**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB INC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU0950	6/1/2016	6/1/2017	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2016 6/1/2016 6/1/2016	6/1/2017 6/1/2017 6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-10R64084-16-NF (EXCLUDES PROF LIAB)	6/1/2016 6/1/2016	6/1/2017 6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0381127	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2016	6/1/2017	PER 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)
 LEBANON PIKE SIDEWALK DESIGN SERVICES. METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS AN ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION See Attachments

14243687 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ATTN: PURCHASING AGENT METRO COURTHOUSE NASHVILLE TN 37201	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
--	---

POLICY NUMBER: **37CSEQU0950**

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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 Person or Organization:

AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS

(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.

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.

CG 20 10 07 04

POLICY NUMBER: 37CSEQU0950
LIABILITY

COMMERCIAL GENERAL

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

Location And Description of Completed Operations:

ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

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

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

**POLICY NO. 37CSEQU0951
37CSEQU0952
37CSEQU1160**

HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Name of Additional Insured Person(s) of Organization(s):

Blanket coverage as required by written contract.

Hartford Form #HA9913

Policy No. 37CSEQU0950

HARTFORD

Included in General Liability Coverage Form HG 00 01 06 05

Waiver Of Rights Of Recovery (Waiver of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

(THE INFORMATION BELOW IS REQUIRED ONLY WHEN THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO PREPARATION OF THE POLICY.)

ENDORSEMENT EFFECTIVE: 7/1/16 POLICY NO. 0381127

INSURANCE COMPANY: AMERICAN ZURICH INSURANCE COMPANY

WC 00 03 13 (Ed. 04-84)



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

July 8, 2016

Tennessee Department of Transportation
Local Programs Development Office
505 Deaderick Street, 6th Floor
Nashville, TN 37243

Re: **Request for Qualification #:** 926585 - Lebanon Pike Sidewalk Design Services
Federal Project Number: STP-M-24(60)
State Project Number: 19LPLM-F0-127
Pin Number: 121729.00

To Whom It May Concern:

The Metropolitan Government of Nashville and Davidson County has completed its evaluation of submitted solicitation offers to the above Request for Qualifications (RFQ) and hereby notifies you of its recommendation to issue an intent to award to ICA Engineering Co, Inc., contingent upon successful negotiations of a contract.

Metro follows the Metro Code of Law, Title 4, Procurement Code found at https://www2.municode.com/library/tn/metro_government_of_nashville_and_davidson_county/codes/code_of_ordinances?nodeId=CD_TIT4PRCO and Metro Procurement Regulations found at <http://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/Regulations-20140206.pdf> for all procurements. However, a summary of the procurement used for this solicitation is as follows:

The department owner, such as Public Works, submits the scope of services to be performed to Metro's Procurement Division which utilizes an enterprise solicitation and contracting system. The solicitation includes the following standard language referencing the Metro Code and Regulations provided above:

Request for Qualifications for A&E Firms

Pursuant to § 4.08.080 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that this is a solicitation for qualified A&E firms. Contracts for professional services, including architectural and engineering services, are awarded on the basis of recognized competence and integrity. The Purchasing Agent has secured the approval of a Review Board to conduct evaluations. The proposal process, the solicitation flexibility, and its limitations are governed by the Metro Code and related Procurement Regulations.

Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law.

Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made.

The only official position of Metro is found within this solicitation including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.

The detailed scope of services, requirements, and evaluating factors such as qualifications, experience, location, and capacity are entered into the enterprise system by Procurement staff and reviewed by the department for acceptance. As with all A&E solicitations, the selection criteria are focused on qualifications and competence, not on cost.

Proposals are directed only to consultants on TDOT's Pre-qualified consultant list. Offerors are required to submit their proposals electronically in a sealed system.

Typical of these solicitations, they usually include minimum Small Business Enterprise/Service Disabled Veteran (SBE/SDV) participation requirements and Disadvantaged Business Enterprise (DBE) percentage participation goals. Offerors are required to acknowledge these subcontracting participation levels as part of the solicitation submittal process. Achievement of these commitments during the performance of the contract is monitored by a contract compliance office. Offerors provide a subconsultant form that shows proposed SBE/SDV/DBE firms being proposed as part of the response to the solicitation.

The Review Board evaluates the submitted proposals providing a consensus score and justification. The top three firms are submitted to the Mayor for selection. The Mayor selects the firm to whom the Procurement Division issues an intent-to-award notification and with the requesting department, begins the contract negotiation process.

Please let me know if you have any additional questions concerning this process.

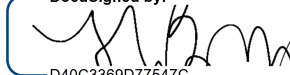
Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff L. Gossage', with a long, sweeping underline.

Jeff L. Gossage C.P.M.
Purchasing Agent

Cc: Solicitation File



DocuSigned by:

 D40C3369D77547C...

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Request for Mayoral Selection of A&E Firm RFQ 926585, Lebanon Pike Sidewalk Design Services

Metro received sixteen (16) 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 **ICA Engineering Co., Inc** be considered for this project.

A&E Firm: Barge Waggoner Sumner Cannon, Inc.

Strengths: Extensive Metro & TDOT experience, the success of Gatlinburg Streetscape project; displayed a considerable amount of experience with similar projects; and demonstrated exceptional expertise of project team members; and inside Davidson County.

Weaknesses: Proposed numerous stakeholders meeting; long schedule; maximum calendar; and submitted resumes not in-line with organizational chart.

DBE Plan: Pledged 11.25% DBE over life of the project. Proposed the engagement of Booker Engineering, Inc. to provide electrical engineering; K.S. Ware to provide geotechnical and environmental engineering; and Varallo Public Relations to provide stakeholder involvement.

SBE/SDV Plan: Pledged 20% SBE/SDV over life of the project. Proposed the engagement of Booker Engineering, Inc. to provide electrical engineering; K.S. Ware to provide geotechnical and environmental engineering; and Varallo Public Relations to provide stakeholder involvement. (Booker Engineering, Inc, K.S. Ware, and Varallo Public Relations are also DBEs).

A&E Firm: DBS & Associates Engineering, Inc.

Strengths: Strong detailed methodology and approach; detailed specialized expertise of team members; and inside Davidson County.

Weaknesses: Similar contract experience lacks detail; failed to provide funding type on project experience; smaller volume of similar contract experience within complexity; and license expiration dates missing for some professional licenses.

DBE Plan: Pledged 11.25% DBE over life of the project. Proposed the engagement of Booker Engineering, Inc. to provide lighting, signage, and ADA; Civil Infrastructure

Associates to provide survey, right-of-way; and Geotek Engineering to provide geotechnical services.

SBE/SDV Plan: Pledged 20% SBE/SDV over life of the project. Proposed the engagement of Booker Engineering, Inc. to provide lighting, signage, and ADA; Civil Infrastructure Associates to provide survey, right-of-way; and Geotek Engineering to provide geotechnical services; and Griggs & Maloney to provide NEPA. (Booker Engineering, Inc., Civil Infrastructure Associates, and Geotek Engineering are also DBEs).

A&E Firm: **ICA Engineering Co., Inc.**

Strengths: Strong expertise of team members; detailed methodology & approach; and inside Davidson County.

Weaknesses: Lack experience similar in complexity, specifically as it relates to local programs sidewalk experience; sustainability & cost saving missing; subconsultants' capacity.

DBE Plan: Pledged 11.25% DBE over life of the project. Proposed the engagement of Booker Engineering, Inc. to provide lighting; K. S. Ware to provide hazmat; CIA Civil Infrastructure Associates, LLC to provide surveying; Development & Environmental Planning Associates, LLC (DEPA) to provide environmental; New South Associates, Inc. to provide archaeological/historical; and Hawkins Partners to provide landscape architect.

SBE/SDV Plan: Pledged 20% SBE/SDV over life of the project. Proposed the engagement of Booker Engineering, Inc. to provide lighting; K. S. Ware to provide hazmat; CIA Civil Infrastructure Associates, LLC. to provide surveying; and Hawkins Partners to provide landscape architect. (Booker Engineering, Inc., K. S. Ware, CIA Civil Infrastructure Associates, LLC. and Hawkins Partners are also DBEs).

**RFQ # 926585 – Lebanon Pike Sidewalk Design Services
Review Board Scoring and Justification**

Offeror	Alfred Benesch & Company	Barge Waggoner Sumner and Cannon, Inc	CDM Smith	Collier Engineering Co., Inc.
Experience on Similar Contracts (35 Points)	27	30	28	25
Methodology and Project Approach (30 Points)	20	27	22	20
Specialized Expertise of Team Members (25 Points)	23	24	21	15
Organizational Capacity (10 Points)	8	8	8	5
Total Evaluation Scores	78	89	79	65

Alfred Bensch (78)

Strengths – Local Programs experience; Impressive list of project team members with specialized expertise.

Weaknesses – Unrealistic proposed schedule; similar contract experience not within complexity; failed to provide maximum calendar days; some resumes lacked detail; subconsultants staffing capacity outside Davidson County but inside MSA; and sustainability lacking detail.

Barge Waggoner Sumner Cannon (89)

Strengths – Extensive Metro & TDOT experience, the success of Gatlinburg Streetscape project; displayed a considerable amount of experience with similar projects; and demonstrated exceptional expertise of project team members; and inside Davidson County.

Weaknesses – proposed numerous stakeholders meeting; long schedule; maximum calendar; and submitted resumes not in-line with organizational chart.

CDM Smith (79)

Strengths – Extensive Green design experience/certifications; and inside Davidson County.

Weaknesses – Demonstrated numerous Metro Water Services experience; similar contract experience not within complexity; failed to address temporary lighting; subconsultants resume lacked detail along with some license & expiration dates and submitted resumes not in-line with organizational chart.

Collier Engineering (65)

Strengths – Metro Project experience, demonstrated extensive knowledge of Metro processes; and inside Davidson County.

Weaknesses – Contract experience not within similar size, scope, and complexity; generic methodology & approach; expiration date missing on license; proposed senior engineer license is expired; unable to read submitted resume for subconsultants; staffing availability; and organizational capacity lacks detail.

**RFQ # 926585 – Lebanon Pike Sidewalk Design Services
Review Board Scoring and Justification**

Offeror	DBS & Associates Engineering, Inc	Gresham Smith & Partners	Hart Freeland Roberts, Inc	HMB Professional Engineers
Experience on Similar Contracts (35 Points)	29	26	29	25
Methodology and Project Approach (30 Points)	29	17	20	24
Specialized Expertise of Team Members (25 Points)	23	20	23	21
Organizational Capacity (10 Points)	9	8	7	7
Total Evaluation Scores	90	71	79	77

DBS & Associates (90)

Strengths – Strong detailed methodology and approach; detailed specialized expertise of team members; and inside Davidson County.

Weaknesses – Similar contract experience lacks detail; failed to provide funding type on project experience; smaller volume of similar contract experience within complexity; and license expiration dates missing for some professional licenses.

Gresham Smith (71)

Strengths – Local program and Metro experience; and inside Davidson County.

Weaknesses – Failed to provide funding type on project experience; failed to demonstrated relationship with proposed subconsultants; failed to address major and minor tasks; offices not listed; failed to provide staffing numbers for subconsultants; and sustainability and environmental impacts.

Hart Freeland Roberts (79)

Strengths – Environmental and sustainability.

Weaknesses – Lack experience similar in complexity; similar contract experience lacks detail; unrealistic schedule; resumes lacked detailed project experience; availability of proposed staff is limited; outside Davidson County but inside the MSA.

HMB Professional Engineers (85)

Strengths – Realistic Schedule; Inside Davidson County.

Weaknesses – Limited experience with urban streetscape retrofit sidewalk projects; Lack Metro Experience; Lack In-State Experience; No local programs projects within same complexity; temporary lighting not detailed; failed to provide cost savings and innovation; Approach lacks detail; expiration dates missing for licenses; subconsultants resumes no one page; Capacity of Prime firm; and subconsultants availability.

**RFQ # 926585 – Lebanon Pike Sidewalk Design Services
Review Board Scoring and Justification**

Offeror	ICA Engineering, Inc	James + Associates	Kimley-Horn and Associates, Inc	LittleJohn Engineering
Experience on Similar Contracts (35 Points)	30	20	31	29
Methodology and Project Approach (30 Points)	28	18	25	19
Specialized Expertise of Team Members (25 Points)	24	15	22	17
Organizational Capacity (10 Points)	9	5	7	5
Total Evaluation Scores	91	58	85	70

ICA Engineering (91)

Strengths – Strong expertise of team members; detailed methodology & approach; and inside Davidson County.

Weaknesses – Lack experience similar in complexity, specifically as it relates to local programs sidewalk experience; sustainability & cost saving missing; subconsultants' capacity.

James + Associates (58)

Strengths – Inside Davidson County.

Weaknesses – Metro experience not within five (5) years; prime firms similar experience is bridge; subconsultants demonstrated more experience than prime firm; failed to provide cost savings and innovation; Failed to address temporary lighting; failed to demonstrate policies for ensuring this project will be environmentally friendly; failed to demonstrate sustainability practices; unrealistic schedule; Missing Professional License expiration dates; Organizational capacity lacks detail; resumes provided not in-line with organizational chart; and no availability for staffing.

Kimley-Horn (85)

Strengths – Experience on similar contract; expensive but innovative approach; detailed environmental and sustainability; and inside Davidson County.

Weaknesses – Past working relationship with subconsultants; long proposed schedule; relevant bulleted experience on resumes lacked detail; failed to subconsultants staffing capacity percentages; and contract exceptions.

LittleJohn Engineering (70)

Strengths – Inside Davidson County; detailed project experience.

Weaknesses – Prime Firm similar project experience demonstrated was development not retrofitting urban street sidewalk projects; one (1) local programs experience but outside five (5) years; unrealistic schedule; temporary lighting lacks detail; utility coordination lacks detail; failed to provide a detailed explanation for tasks and subtasks; staffing roles lacks detail; subconsultants expiration dates missing; team members experience lacks complexity; and organizational capacity contains approach content information.

**RFQ # 926585 – Lebanon Pike Sidewalk Design Services
Review Board Scoring and Justification**

Offeror	Parsons Brinckerhoff, Inc	Ragan-Smith Assoc Inc	RPM Transportation	Smith Seckman Reid Inc
Experience on Similar Contracts (35 Points)	28	34	27	27
Methodology and Project Approach (30 Points)	24	23	24	22
Specialized Expertise of Team Members (25 Points)	20	22	17	18
Organizational Capacity (10 Points)	8	6	9	6
Total Evaluation Scores	80	85	77	73

Parson Brinckerhoff (80)

Strengths – Utility coordinator; previous utility coordination on KBV, local programs & previous Metro Experience; and inside Davidson County.

Weaknesses – Lack project experience of similar complexity; no temporary lighting; and lacked license expiration dates; and provided proposal in word format.

Ragan-Smith (85)

Strengths – Strong experience similar in complexity; challenges; schedule; and inside Davidson County.

Weaknesses – Lacked license expiration date; failed to address temporary lighting; personnel availability lacked detail, Schedule lacked detail, failed to address organizational chart; failed to demonstrate innovation and progressive approach; failed to demonstrate policies for ensuring this project will be environmentally friendly; and failed to demonstrate sustainability practices.

RPM Transportation (77)

Strengths – Organizational Capacity and Inside Davidson County.

Weaknesses – Prime firm failed to demonstrate local programs experience; Prime Firm experience is mostly signal and traffic study related; failed to provide temporary lighting; failed to provide cost saving and innovative approach; schedule did not include right-of-way acquisition; Project Engineer for subconsultant not license PE; limited availability for some subconsultants.

Smith Seckman Reid (73)

Strengths – Local Programs Experience; Other Metro agency experience, specifically Water Services; and inside Davidson County.

Weaknesses – Lack project experience of similar complexity; no lighting specialist; failed to discuss lighting approach; Lack availability information in percentage; and overall generic proposal.

BAO DBE Assessment Sheet

BAO Specialist:	JoeAnn Carr
Contract Specialist:	Terri Troup
Date	6/15/2016

Department Name:	Public Works
RFP/ITB Number:	RFQ#926585
Project Name:	Lebanon Pike Sidewalk Design Services

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	Comments
ICA Engineering	A&E	Acknowledged the DBE goal requirement of 11.25%	Yes	Proposed the engagement of DBE subcontractors; Booker Engineering, Inc. to provide lighting, K. S. Ware to provide hazmat, CIA Civil Infrastructure Associates, LLC to provide surveying, Development & Environmental Planning Associates, LLC (DEPA) to provide environmental, New South Associates, Inc. to provide archaeological/historical, and Hawkins Partners to provide landscape architect
DBS & ASSOCIATES ENGINEERING, INC	A&E	Acknowledged the DBE goal requirement of 11.25%	Yes	Proposed the engagement of DBE subcontractors; Booker Engineering, Inc. to provide lighting, signage, and ADA; Civil Infrastructure Associates to provide survey, right of way; Geotek Engineering to provide geotechnical services
Barge Waggoner Sumner and Cannon, Inc.	A&E	Acknowledged the DBE goal requirement of 11.25%	Yes	Proposed the engagement of DBE subcontractors; Booker Engineering, Inc. to provide electrical engineering; KS Ware & Associates to provide geotechnical and environmental engineering, and Varallo Public Relation to provide stakeholder involvement

BAO SBE Assessment Sheet				
BAO Specialist:		JoeAnn Carr		
Contract Specialist:		Terri Troup		
Date		6/15/2016		
Department Name:		Public Works		
RFP/ITB Number:		RFQ#926585		
Project Name:		Lebanon Pike Sidewalk Design Services		
Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	Comments
ICA Engineering	A&E	Acknowledged the SBE/SDV requirement of 20%	Yes	Proposed the engagement of SBE subcontractors; Booker Engineering, Inc. to provide lighting, K. S. Ware to provide hazmat, CIA Civil Infrastructure Associates, LLC to provide surveying, and Hawkins Partners to provide landscape architect
DBS & ASSOCIATES ENGINEERING, INC	A&E	Acknowledged the SBE/SDV requirement of 20%	Yes	Proposed the engagement of SBE subcontractors; Booker Engineering, Inc. to provide lighting, signage, and ADA; Civil Infrastructure Associates to provide survey, right of way; Geotek Engineering to provide geotechnical services, and Griggs and Maloney to provide NEPA
Barge Waggoner Sumner and Cannon, Inc.	A&E	Acknowledged the SBE/SDV requirement of 20%	Yes	Proposed the engagement of SBE subcontractors; Booker Engineering, Inc. to provide electrical engineering; KS Ware & Associates to provide geotechnical and environmental engineering, and Varallo Public Relation to provide stakeholder involvement

Metropolitan Government of Nashville and Davidson County**A&E Subconsultant Report** (List all subconsultants on project)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name: HDR | ICA Engineering

Solicitation Title: Lebanon Pike Sidewalk Design Services

Solicitation Number: 926585

Date: 26-Apr-16

Subconsultant (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed
CIA, Civil Infrastructure Associates, LLC	602 North Walnut	Murfreesboro	TN	37130	Steve Pudlo	spudlo@cia-engineers.com	615.431.9545	Yes	Select	Yes	Select	Yes	Surveying
Development & Environmental Planning Associates, LLC (DEPA)	484 Highway 70 East	Crossville	TN	38555	Tina Burgess	tburgess@depainc.com	931.456.1099	Select	Select	Select	Select	Yes	Environmental
K S Ware & Associates, LLC	54 Lindsley Avenue	Nashville	TN	37210	Heidi Wilbarger	HWilbarger@kswarellc.com	615.255.9702	Select	Yes	Yes	Select	Yes	Hazmat
New South Associates, Inc.	118 South 11th Street	Nashville	TN	37206	Robbie Jones	rjones@newsouthassoc.com	615.262.4326	Select	Yes	Select	Select	Yes	Archaeological/Historical
Booker Engineering, Inc.	1773 Cayce SpringsRd.	Thompson Station	TN	37179	Brenda Booker	bookerbee@bookerengineering.com	615.512.2080	Select	Yes	Yes	Select	Yes	Lighting
Hawkins Partners, Inc.	105 Broadway, Suite 300	Nashville	TN	37201	Kim Hawkins	k.hawkins@hawkinspartners.com	615 255-5218	Select	Yes	Yes	Select	Yes	Landscape Architect



Contract Standards Deviations

Contract Purchase Agreement 388142,0: Contract Standards Deviations - 30-Sep-2016

Supplier **ICA Engineering, Inc**
Buyer **TROUP, TERRI R**

Supplier Site **Nashville**
Amount **493252.10**

Contract Template **MASTER Architect and Engineering Contract**

Deviation Summary

Clause Deviations

Category	Non-Standard clauses		
Deviation	Section	Clause Title	
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	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	8. GENERAL TERMS AND CONDITIONS	8.4. 134:Confidentiality	
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.5. 192:Information Ownership	
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.6. 201:Information Security Breach Notification	
Optional clause removed	8. GENERAL TERMS AND CONDITIONS	8.7. 195:Virus Representation and Warranty	

Policy Deviations

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



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 ICA Engineering, Inc. ("CONSULTANT") located at 8404 Indian Hills Drive, Omaha, NE 68114-4049. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A - Tasks and Cost Proposal***
- ***The solicitation documentation for RFQ# 926585 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~~ **ICA Engineering, Inc.** ("CONSULTANT") located at ~~Address, City, St. ZIP.~~ **8404 Indian Hills Drive, Omaha, NE 68114-4049.** This Contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
- **Exhibit A - Tasks and Cost Proposal**
- ~~The solicitation documentation for RFQ#~~ ~~[Enter Number]~~ **926585** 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).



Contract Standards Deviations

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

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 professional surveying and engineering services for construction of new sidewalk along the north side of Lebanon Pike from McGavock Pike to Old Lebanon Pike as outlined in Exhibit A, Tasks and Cost Proposal.

Comparison to Standard

CONTRACTOR agrees to provide ~~the goods and/or~~ professional surveying and engineering services for construction of new sidewalk along the north side of Lebanon Pike from McGavock Pike to Old Lebanon Pike as ~~briefly described below and more fully defined outlined~~ in the solicitation. Exhibit A, Tasks and Cost Proposal.



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 sixty (60) months from the date of filing with the Metropolitan Clerk's Office. 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]-~~ or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired sixty (60) months 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 date of filing with the Purchasing Agent. However, in Metropolitan Clerk's Office. 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 \$493,415.10. 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]~~ \$493,415.10. 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	8.4. 134:Confidentiality
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.5. 192:Information Ownership
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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, CONTRACOR shall supply METRO with an inventory of METO information that CONTRACOTR stores and/or backs up.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.6. 201:Information Security Breach Notification
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	8.7. 195:Virus Representation and Warranty
Section	8. GENERAL TERMS AND CONDITIONS
Deviation	Optional clause removed

Clause Text

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 ICISA 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

-





Certificate Of Completion

Envelope Id: 7494C692FADD476986DDA056C87080FC	Status: Completed
Subject: Please Sign this Metro Contract 388142 ICA Engineering, Inc. (Public Works)	
Source Envelope:	
Document Pages: 54	Signatures: 6
Certificate Pages: 17	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Metro Contract Approvals
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	angela.doss@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Metro Contract Approvals	Location: DocuSign
10/4/2016 8:18:58 AM	angela.doss@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
<p>TERRI R TROUP terri.troup@nashville.gov Contract Specialist Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 Using IP Address: 170.190.198.190	<p>Sent: 10/4/2016 9:27:34 AM Viewed: 10/4/2016 10:42:26 AM Signed: 10/4/2016 10:47:58 AM</p>
<p>Rick Brown rick.brown@nashville.gov Assistant Purchasing Agent Metropolitan Government of Nashville & Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 Using IP Address: 170.190.198.190	<p>Sent: 10/4/2016 10:48:00 AM Viewed: 10/6/2016 9:14:07 AM Signed: 10/6/2016 9:14:44 AM</p>
<p>Sharon Wahlstrom sharon.wahlstrom@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/6/2016 11:55:23 AM ID: 396b7f98-b4c4-4ceb-93af-18ed6e6fae1a</p>	 Using IP Address: 170.190.25.139	<p>Sent: 10/6/2016 9:14:46 AM Viewed: 10/6/2016 11:55:23 AM Signed: 10/6/2016 11:55:52 AM</p>
<p>Greg McClarin greg.mcclarin@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/6/2016 12:09:24 PM ID: 3992012c-7f78-4e66-a5b4-797172a12f9b</p>	 Using IP Address: 170.190.198.190	<p>Sent: 10/6/2016 11:55:56 AM Viewed: 10/6/2016 12:09:24 PM Signed: 10/6/2016 12:10:52 PM</p>

Signer Events**Signature****Timestamp**

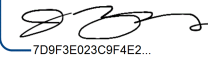
Brian Trotter
 Brian.Trotter@hdrinc.com
 Tennessee Operations Manager
 ICA Engineering
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 10/6/2016 12:11:54 PM
 ID: 02e39c61-903d-4407-8e74-841b278f1bf9

DocuSigned by:

 03166AD6C28F4F6...
 Using IP Address: 208.87.234.201

Sent: 10/6/2016 12:10:55 PM
 Viewed: 10/6/2016 12:11:54 PM
 Signed: 10/16/2016 6:25:14 PM

Jeff L. Gossage
 jeff.gossage@nashville.gov
 Purchasing Agent
 Long Titled Company LLC with a DBA of Very long
 non-legal name such as
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 10/17/2016 2:12:30 PM
 ID: f64c0782-203f-4660-9784-841b645e5d38

DocuSigned by:

 7D9F3E023C9F4E2...
 Using IP Address: 12.204.223.242
 Signed using mobile

Sent: 10/16/2016 6:25:18 PM
 Viewed: 10/17/2016 2:12:30 PM
 Signed: 10/17/2016 2:12:41 PM

Mark Sturtevant
 Mark.Sturtevant@nashville.gov
 Security Level: Email, Account Authentication
 (None)


DocuSigned by:

 020698A5C4FD49A...
 Using IP Address: 170.190.24.81

Sent: 10/17/2016 2:12:45 PM
 Viewed: 10/18/2016 7:47:31 AM
 Signed: 10/18/2016 7:47:45 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2016 7:47:31 AM
 ID: b92df9a8-d3fb-4bc3-beae-4b350871d44b

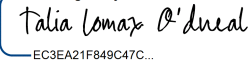
Stan Romine
 Stan.Romine@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DS

 Using IP Address: 170.190.198.190

Sent: 10/18/2016 7:47:49 AM
 Viewed: 10/18/2016 9:04:04 AM
 Signed: 10/18/2016 9:04:20 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2016 9:04:04 AM
 ID: 0ecb506b-5055-4541-9bd6-c68b221e6a01

Talia Lomax O'dneal
 talia.lomaxodneal@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 EC3EA21F849C47C...
 Using IP Address: 174.195.146.146
 Signed using mobile

Sent: 10/18/2016 9:04:24 AM
 Viewed: 10/18/2016 9:38:39 AM
 Signed: 10/18/2016 9:39:06 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2016 9:38:39 AM
 ID: d58a067b-709c-41f3-a55c-ba5000352b84

Julie Conn
 julie.conn@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Completed
 Using IP Address: 170.190.198.100

Sent: 10/18/2016 9:39:09 AM
 Viewed: 10/18/2016 1:43:22 PM
 Signed: 10/18/2016 1:46:23 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/18/2016 1:43:22 PM
 ID: 028b9208-18c3-4353-b521-07cf959fab06

Signer Events**Signature****Timestamp**

Balogun Cobb
 balogun.cobb@nashville.gov
 Security Level: Email, Account Authentication
 (None)

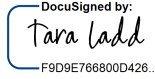


Sent: 10/18/2016 1:46:29 PM
 Viewed: 10/19/2016 8:35:35 AM
 Signed: 10/19/2016 8:38:15 AM

Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:
 Accepted: 10/19/2016 8:35:35 AM
 ID: cca8771c-9284-4c10-a4d7-4fd21fc38fc3

Tara Ladd
 tara.ladd@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 F9D9E766800D426...

Sent: 10/31/2016 4:16:33 PM
 Viewed: 10/31/2016 4:29:46 PM
 Signed: 10/31/2016 4:30:30 PM

Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:
 Accepted: 10/31/2016 4:29:46 PM
 ID: 93b83b94-931b-41a4-a4f9-ee7d2385245d

Shannon Hall
 marlene.fuller@nashville.gov
 5-11-15
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 9B5C65C8671146F...

Sent: 10/31/2016 4:30:34 PM
 Viewed: 11/1/2016 7:45:00 AM
 Signed: 11/1/2016 7:45:17 AM

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
 Accepted: 11/1/2016 7:45:00 AM
 ID: 4a78eb0d-deed-4d77-82cc-8af8f04860fd

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

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication
 (None)

VIEWED

Sent: 10/31/2016 9:57:03 AM
 Viewed: 10/31/2016 4:15:54 PM
 Completed: 11/1/2016 7:45:21 AM

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
 Accepted: 10/31/2016 4:11:26 PM
 ID: 93366b9b-d827-4c5c-9411-212a7085bf01

Certified Delivery Events**Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bryan Gleason
 bryan.gleason@nashville.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 11/1/2016 7:45:21 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2016 7:45:21 AM
Certified Delivered	Security Checked	11/1/2016 7:45:21 AM
Completed	Security Checked	11/1/2016 7:45:21 AM

Electronic Record and Signature Disclosure

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,

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
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
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Ben Edelen
ben.edelen@hdrinc.com
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Sent: 2/27/2018 7:42:23 AM
Viewed: 2/27/2018 11:52:42 AM
Signed: 2/27/2018 11:54:21 AM

Electronic Record and Signature Disclosure:
Accepted: 2/27/2018 11:52:42 AM
ID: 1ac4caa0-16cf-45b7-a085-66aed6e4eebb

Michelle A. Hernandez Lane
michelle.lane@nashville.gov
Chief Procurement Officer/Purchasing Agent
Metro
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Michelle A. Hernandez Lane
90AEFF4BE90446F...
Using IP Address: 170.190.198.185

Sent: 2/27/2018 11:54:25 AM
Viewed: 3/2/2018 6:33:37 AM
Signed: 3/6/2018 8:06:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Sturtevant
mark.sturtevant@nashville.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Mark Sturtevant
020698A5C4FD49A...
Using IP Address: 170.190.198.185

Sent: 3/6/2018 8:06:30 PM
Viewed: 3/7/2018 8:27:31 AM
Signed: 3/7/2018 8:28:12 AM

Electronic Record and Signature Disclosure:
Accepted: 3/7/2018 8:27:31 AM
ID: 153e57da-7567-4cd4-8e41-d1ddf046a26

Anthony Neumaier
tony.neumaier@nashville.gov
Security Level: Email, Account Authentication
(None)

DS
AN
Using IP Address: 170.190.198.100

Sent: 3/7/2018 8:28:16 AM
Resent: 3/7/2018 12:22:05 PM
Viewed: 3/7/2018 12:22:47 PM
Signed: 3/8/2018 8:10:38 AM




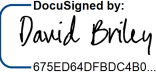

Electronic Record and Signature Disclosure:
Accepted: 7/14/2014 1:44:52 PM
ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d

Talia Lomax O'dneal
talia.lomaxodneal@nashville.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Talia Lomax O'dneal
EC3EA21F849C47C...
Using IP Address: 170.190.198.100

Sent: 3/8/2018 8:10:42 AM
Viewed: 3/8/2018 1:11:13 PM
Signed: 3/8/2018 1:11:29 PM

Electronic Record and Signature Disclosure:
Accepted: 3/8/2018 1:11:13 PM
ID: c237cb83-5bb3-41d3-8f11-cabcf8d67853

Signer Events	Signature	Timestamp
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/8/2018 1:20:15 PM ID: f2e24fba-7d09-4f98-9642-8c2ba13b716a</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 3/8/2018 1:11:32 PM Viewed: 3/8/2018 1:20:15 PM Signed: 3/8/2018 1:42:54 PM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p> Using IP Address: 170.190.198.144</p>	<p>Sent: 3/8/2018 1:42:59 PM Viewed: 3/8/2018 3:14:24 PM Signed: 3/8/2018 3:14:57 PM</p>
<p>Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/8/2018 3:42:13 PM ID: 49428fa0-d371-40e8-965e-c274aadb765b</p>	<p> Using IP Address: 170.190.198.144</p>	<p>Sent: 3/8/2018 3:15:02 PM Viewed: 3/8/2018 3:42:13 PM Signed: 3/8/2018 3:42:22 PM</p>
<p>Richard M. Riebeling Richard.Riebeling@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/8/2018 3:42:59 PM ID: e6f9c433-385b-4f8d-adde-6cf9b9ab0f2a</p>	<p> Using IP Address: 170.190.198.100</p>	<p>Sent: 3/8/2018 3:42:26 PM Viewed: 3/8/2018 3:42:59 PM Signed: 3/8/2018 3:43:14 PM</p>
<p>David Briley david.briley@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/9/2018 3:56:03 PM ID: 9e7bf1d4-d194-4148-ae02-7c2bc3f9ee1c</p>	<p> Using IP Address: 170.190.198.100</p>	<p>Sent: 3/8/2018 3:43:18 PM Viewed: 3/9/2018 3:56:03 PM Signed: 3/9/2018 3:56:16 PM</p>
<p>Elizabeth Waites marlene.fuller@nashville.gov 5-11-15 Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/9/2018 6:32:17 PM ID: ab74e165-731c-43bd-9f1a-40a9a51a15b8</p>	<p> Using IP Address: 184.53.32.124</p>	<p>Sent: 3/9/2018 3:56:21 PM Viewed: 3/9/2018 6:32:17 PM Signed: 3/9/2018 6:32:37 PM</p>

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

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	VIEWED	Sent: 3/8/2018 1:42:58 PM Viewed: 3/8/2018 1:43:29 PM Completed: 3/9/2018 6:32:45 PM
Using IP Address: 170.190.198.100		

Electronic Record and Signature Disclosure:
Accepted: 3/8/2018 1:43:29 PM
ID: a45906a3-d4ca-4b48-a650-4a2101ed766d

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Joe Ann Carr joeann.carr@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/9/2018 6:32:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jamie Hunter jamie.hunter@nashville.gov Procurement Resource Specialist Procurement Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/9/2018 6:32:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

PRG prg@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/9/2018 6:32:45 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2018 6:32:45 PM
Certified Delivered	Security Checked	3/9/2018 6:32:45 PM
Completed	Security Checked	3/9/2018 6:32:45 PM

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

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