SCOPE OF WORK FOR CONSULTANT SERVICES

Project Name/Description: **Design Services to Renovate the Guest Restrooms and Dressing Rooms at the Campus Auditorium**

Project Location: **Building 46E, Van Ness Campus**

INTRODUCTION:

The University of the District of Columbia (UDC) is an urban land grant institution that is located in the northwest community of Washington, D.C. It is an urban campus with a unique architecture and infrastructure that is showing signs of aging. Therefore, the University is ready to embark upon an extensive modernization exercise to revamp the institution's built environment and infrastructure through creative methods, design, construction exercises. This is one of the many ways (collaborating with academic initiatives) to renew the University's role as a most unique institution in the Washington, D.C. metropolitan area.

The University is planning to renovate the restrooms in the Campus Auditorium located at Building 46E to achieve the following objectives:

- Replace or repair all damaged or destroyed materials and equipment caused by water infiltration.
- Conduct a leak study of the restrooms and dressing rooms to identify the source of water infiltration and specify measures to stop the infiltration.
- Upgrade all fixtures to include toilets, sinks, faucets, paper towel dispensers, etc. to meet current university standards.
- Modernize all interior finishes to include toilet partitions, ceiling tiles, flooring, painted or wall papered surfaces to meet aesthetic objectives set by the university.
- Upgrade lighting fixtures and overall illumination to meet performance and aesthetic requirements set by the university.

- Ensure that all restrooms comply with all applicable requirements of the American Disability Act (ADA).

SCOPE OF WORK:

The consultant shall have **thirty (30) calendar days** from the Notice to Proceed (NTP) date set forth by the contracting official to complete the scope of work identified herein, and to provide all required and otherwise necessary deliverables. The following services are required in addition to design development and construction documentation.

1. Requirements Gathering. The consultant shall meet with the appropriate representatives from the university to gather requirements and specific design objectives to develop a program of requirements.

2. Title 1 Services. The consultant shall be responsible for reviewing all existing structural, mechanical, plumbing, electrical, & architectural drawings and specifications for accuracy and detailed coordination. Any available drawings furnished for use during this project of the existing site may or may not correctly indicate the existing conditions. The consultant shall visit the site and be responsible for performing field investigations and verifications of drawings and documents furnished by the District. The consultant shall assess all existing conditions of the site locations and verify dimensions, structural system integrity, and the adequacy of all MEP systems.

    a. The consultant shall coordinate with all appropriate regulatory agencies and to ensure compliance with regulatory requirements, and shall be responsible for obtaining all necessary permits including the building permit. All applicable regulatory permit fees shall be paid by the consultant as a reimbursable expense.

3. Title 1 Administration. The consultant shall be responsible for capturing Memoranda for the Record (meeting minutes) of all meetings. Meeting minutes shall be submitted to the University within five (5) calendar days from the date of the meeting.

4. Title 1 Deliverables. The consultant shall make two (2) submissions as follows: 65% submission; and 100 % submission. All submissions are subject to review

by the University. The consultant shall submit the findings of the Leak Study as part of the 65% submission.

a. The consultant shall submit 65% design documents as follows: two (2) copies of full size sets of drawings (30" x 42"), two (2) half size sets of drawings (15" x 22"), three (3) sets of project specification manuals, and two (2) CD/DVD discs containing all source documentation as follows: drawings shall be in AutoCAD and PDF formats, specification manuals shall be in MS Word and PDF formats.

b. The consultant facilitate one (1) design review meeting to present design ideas and options for review by the university as part of the 65% submission. The design review meeting shall include material samples for review and approval by the university. All review comments shall be incorporated into the 100% design submission.

c. The consultant shall submit 100% design documents as follows: : two (2) copies of full size sets of drawings (30" x 42"), two (2) half size sets of drawings (15" x 22"), three (3) sets of project specification manuals, and two (2) CD/DVD discs containing all source documentation as follows: drawings shall be in AutoCAD and PDF formats, specification manuals shall be in MS Word and PDF formats.

d. The consultant shall submit FINAL construction documents, labeled "ISSUED FOR BID", as follows: two (2) copies of full size sets of drawings (30" x 42"), two (2) half size sets of drawings (15" x 22"), three (3) sets of project specification manuals, and seventeen (17) CD/DVD discs containing all source documentation as follows: drawings shall be in AutoCAD and PDF formats, specification manuals shall be in MS Word and PDF formats. All sheets in the ISSUED FOR BID sets shall be *stamped and signed/ initialed* by the consultant and signed and approved by the university.

e. One (1) full size set of construction documents; one (1) half size set; two (2) CD ROM/DVD discs. All submissions, intervals and final, shall be professionally bound and finished.

f. Provide an estimated cost of construction (ECC) required investment (dollar amount) to construct the final design. The ECC is due within seven (7)

days of delivery of the 100% design submission.

5. Title II Services. The consultant shall attend all construction progress meetings to coordinate technical accuracy of the approved ISSUED FOR BID (IFB) 100% design documents.

   a. The consultant shall provide or otherwise coordinate responses to all requests for information (RFI) from the contractor during the construction process as an agent of the university.

   b. The consultant shall advise the university on construction issues as they arise, and shall provide clarifications on design conflicts & discrepancies.

GENERAL REQUIREMENTS:

All deliverables shall be submitted to the university as follows unless otherwise directed by the Contract Officer:

University of the District of Columbia

Building #38, Room C-01

4200 Connecticut Avenue, NW

Washington, DC 20008

Attn: Steven P. McKenzie

Capital Program Manager

Attachment B
General Insurance Requirements

1. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

   a.) Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the University of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University of the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

   b.) Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

   c.) Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.

d.) Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure including the building supplies and materials to cover damage to existing facilities at the site. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and shall name the District of Columbia as loss payee/mortgagee, as their interests may appear. The policy shall not exclude equipment breakdown, windstorm, flood, water damage other than flood, or damage due to drain/sewage backup. A waiver of subrogation in favor of the University of the District of Columbia will be included (This policy is not required for contracts involving demolition only.)

a.) Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name The University of the District of Columbia as the loss payee on the policy, as their interests may appear. A waiver of subrogation in favor of the University of the District of Columbia will be included.

e.) Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $10,000,000 per occurrence, including the University of the District of Columbia as additional insured.

f.) Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the University's final acceptance of the work performed under this contract.

g.) Environmental Liability Insurance. The Contractor shall provide a

policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of $1,000,000 in coverage per incident and $2,000,000 aggregate.

h.) Railroad Protective Liability Insurance. [If applicable - building within 50 feet of a railroad (Metro, Amtrak, MARC, and CSX)] If any services provided under or pursuant to this contract involve Contractor doing work near any railroad right-of-way, Contractor shall provide Railroad Protective Liability insurance which shall name the applicable railroad(s) as first Insured and The University as an Additional Insured with limits of not less than $2,000,000 per occurrence and $6,000,000 annual aggregate or such other limits as may be required by the railroad(s), whichever are higher, and written on a combined bodily injury/property damage basis including coverage for physical damage to the railroad's property.

1. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.

2. **LIABILITY.** These are the required minimum insurance requirements established by the University of the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

3. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University of the District of Columbia.

4. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

5. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

6. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

The Contracting Officer
Capital Procurements
University of the District of Columbia

4200 Connecticut Avenue, NW
Washington DC 20008

GENERAL PROVISIONS
(ARCHITECT - ENGINEER CONTRACTS)

JANUARY 19, 1989

INDEX

SECTION	TITLE	PAGE NO.
1	Definitions	1
2	General	1
3	Progress Schedules and Reports	2
4	Responsibility of the Architect-Engineer	3
5	Changes	5
6	Payments	6
7	Termination	8
8	Disputes	11
9	Examination of Records	13
10	Covenant Against Contingent Fees	14
11	Officials Not to Benefit	15
12	Employment of District Employees	15
13	Post-Government Employment Conflict of Interest	15
14	Dismissals	17
15	Compliance with Federal and District of Columbia Laws and Regulations	17
16	Equal Opportunity: Non Discrimination in Employment	18
17	Appointment of Attorney	18
18	Indemnification	19
19	Subcontractors and/or Outside Associates and Consultants	20

SECTION	TITLE	PAGE NO.
20	Waiver	20
21	Patents	21
22	Transfer or Assignment of Agreement	21
23	Qualifications	22
24	Consultant's Warranty Against Debarment	22
25	Participation by Foreign Consultants	23

1 Definitions

1.1 The term "Contracting Officer" as used herein means the person vested with authority to execute this agreement on behalf of the District and includes a duly appointed successor delegate.

1.2 The term "District" shall mean the District of Columbia Government.

1.3 The term "Architect-Engineer" or "A-E" or "Consultant" means the individual, individuals, and or firm identified as the "Architect-Engineer" in the preamble of this Agreement.

1.4 The term "Agreement" shall also mean "Contract" and vise versa.

2 General

2.1 The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approvals, certifications, vouchers, acceptance and changes within the scope of work.

2.2 The Architect-Engineer's period of performance shall commence on the effective date as agreed and as specified in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed and products delivered.

2.3 All work shall be prosecuted under the full time direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design *of* architectural, structural, mechanical, plumbing, electrical, or other engineering features of the work shall be accomplished and/or reviewed and certified by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.

2.4 The Architect-Engineer shall furnish sufficient technical, supervisory and Administrative personnel to insure the efficient prosecution of the work in accordance with the approved progress schedule.

2.5 The Architect-Engineer agrees that duly authorized representatives of the District shall have access, at all reasonable times, to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data including but not limited to payroll of personnel on this contract pertaining to the work to be performed under this Agreement.

3 Progress Schedules and Reports (See ARTICLE I, SECTION 5)

3.1 The Progress Schedule in a simple Bar Chart form shall be furnished by the Architect-Engineer for each task order for approval within five (5) calendar days of its issuance by the Contracting Officer.

"The Architect-Engineer shall update and update the Progress Schedule on or about the 25th day of each month and shall within five (5) days thereafter deliver two (2) copies thereof to the Contracting Officer Technical Representative (COTR).

4 Responsibility of the Architect-Engineer (See ARTICLE I)

4.1 The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished. The Architect-engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specification, and other services.

4.2 Neither the District's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this agreement, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under this Agreement.

4.3 The Architect-Engineer shall accomplish the design services required under each task order. These services shall include but not limited to the services required to enable the District to award the related construction contract, pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in this contract. When bids or proposals for the construction contract are received which exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation.

These additional services shall be performed at no increase in the price of this contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District, if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault and negligence of the contractor.

4.5 The Architect-Engineer shall promptly advise the Contracting Officer if he finds that the project being designed will exceed or is likely to exceed the funding limitations and he is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope of materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the contract, or he may adjust such estimated construction contract price. When bids or proposals are not solicited or where they are unreasonably delayed, the District shall prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.6 The Architect-Engineer shall not be required to perform additional services if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault or negligence of the contractor. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under each task order, the approved District estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.7 The rights and remedies of the District provided for under this contract are in addition to any other rights and remedies provided by law.

5 Changes

5.1 The Contracting Officer may at any time by written order, make changes to this contract including but not limited to the scope of services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under this contract. Generally, the time of performance of this contract and or each task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not adversely affect the District's interest. Any time extensions shall not be a cause for additional fee or other related cost.

5.2 If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Section 8 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of work so changed.

6 Payments (See ARTICLE VII)

6.1 Estimates shall be made periodically (not more often than monthly) of the amount and value of the work and services performed by the Architect-Engineer under this contract, such estimates to be prepared by the Architect-Engineer and accompanied by such supporting data as may be required by the COTR.

6.2 Upon approval of such estimate by the COTR and presentation of properly certified vouchers by the Architect-engineer, payment of up to 90% of the estimated amount as determined above, less all previous payments, shall be made as soon as practicable; provided, however, that if the COTR determines that the work is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.

6.3 Upon the satisfactory completion of the work and formal notification of its final acceptance by the Contracting Officer, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder, including retained percentages. Prior to such final payment under this contract or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the District arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

6.4 All drawings, designs, specifications, architectural designs of buildings and structures, notes and other architect-engineer work produced I the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work shall be and remain the sole property of the Government and may be used on any other work without additional cost to the Government. With respect thereto, the Architect-Engineer agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form, or authorize others so to do without the written consent of the District, until such time as the District may have released such matter to the public. Further, with respect to any architectural design which the District desires to protect by applying for an prosecuting a design patent application or otherwise, the Architect-Engineer agrees to furnish he Contracting Officer such duly executed instruments and other papers (prepared by the District) as are deemed necessary to vest in the District the rights granted it under this clause. The Architect-Engineer agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer for a period of three (3) years after completion of the project.

7 Termination

7.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT: The District reserves the right to terminate this contract in whole or from time to time in part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July 1988).

7.2 TERMINATION FOR DEFAULT: Subject to the provisions of paragraph 7.4 below, the District may by written notice of default to the Architect-Engineer, terminate the whole or any part of this contract in any of the following circumstances:

(1) If the Architect-Engineer fails to make satisfactory delivery of the supplies or to perform satisfactorily the services within the time specified in the task order or in any modification or any extension thereof; or

(2) If the Architect-Engineer fails to perform or is in violation of any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(3) If the Architect-Engineer fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer;

(4) If the Architect-Engineer expresses through word or conduct an intention not to complete the work in a timely manner; or

(5) If the Architect fails to perform any of the other provisions of the contract.

7.3 In the event the District terminates this contract in whole or in part as provided in paragraph 7.2 of this clause, the District may upon such terms and in such manner as the Contracting Officer may deem appropriate, re-procure supplies or services similar to those so terminated, and the Architect-Engineer shall be liable to the District for any excess costs for re-procuring similar supplies or services, provided, that the Architect-Engineer shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

7.4 The Architect-engineer shall not be liable for any excess re-procurement costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Architect-Engineer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually sever weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Architect-Engineer.

7.5 If this contract is terminated as provided in paragraph 7.2 of this clause, he District, in addition to any other rights provided in this clause, may require the Architect-Engineer to transfer title and deliver to the District, in the manner and t the extent directed by the Contracting Officer, (1) completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Architect-Engineer has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Architect-Engineer shall upon direction of the Contracting Officer, protect and preserve property in possession of the Architect-engineer in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to an accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Architect-Engineer and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clauses of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Architect-Engineer for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against lost because of outstanding liens or claims of former lien holders.

7.6 If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the

provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the District, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall constitute a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

7.7 The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.8 As used in paragraph 9.3 of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8 Disputes

8.1 If a dispute arises relating to the contract, the Architect-Engineer may submit a claim to the Contracting Officer who shall issue a written decision on the dispute within sixty (60) calendar days after receipt of the claims.

8.2 "Claim" shall mean a written request submitted to the Contracting Officer for payment of money, adjustment of contract terms, or other relief, which is in dispute or remains unresolved after a reasonable time of its review and disposition by the District Government, and for which a Contracting Officer's decision is demanded.

8.3 The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless, within 60 days from the receipt of such decision (the 60-day period shall start on the date the Contracting Officer's written decision is received by the Architect-Engineer), the Architect-Engineer submits a claim in writing to the Contracting Officer, for an informal hearing and decision. The decision of the Contracting Officer, shall be final and not subject to review by any forum, tribunal or Government agency unless, within 90 days from the date of receipt of a decision of the Contracting Officer or, if no decision is issued within the time limits of the Procurement Practice Act (Sec. 805), within 90 days of the expiration of the applicable time limit, a written notice of appeal is filed with the District of Columbia Contract Appeals Board.

8.4 The decision of the Contract Appeals Board for the determination of such appeals shall be final and conclusive unless within one hundred-twenty (120) days after the date of receipt of the Board's decision, the Consultant or District appeals the decision of the District of Columbia Court of Appeals as set forth in D.C. Code Sec. 1-1189.5 (1981 Ed.).

8.5 The Architect-Engineer shall proceed diligently with performance of this contract, pending final resolution of any request for relief, appeal or action related to the contract, and comply with any decision of the Contracting Officer.

9 Examination of Records

The following clause is applicable if the amount of this contract exceeds $2,500.00.

9.1 The Architect-Engineer agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access and the right to examine any pertinent books, documents, papers and records of the Architect-Engineer involving transactions related to this contract until expiration of three (3) years after final payment under this contract.

9.2 With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the District or any of its duly authorized representatives, the periods of access and examination described shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

9.3 The Architect-Engineer further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access to pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract as set forth in 9.1and 9.2 hereof. The term "subcontractor" as used in this clause excludes subcontracts not exceeding $2,500.

10 Covenant Against Contingent Fees

10.1 The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a bonus, commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Architect-Engineer for the purpose of securing business. Breach of this warranty shall give the Contracting Officer the right to terminate this contract without liability, or in his discretion, the right to terminate this contract without liability, or in his discretion, the right to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such bonus, commission, percentage, brokerage, or contingent fee.

11 Officials Not to Benefit

11.1 No member or delegate of Congress, or official or employee of the District shall receive or have an interest in any share or part of the Contract, as proceeds or any benefit that may arise therefrom. Any such contract entered into by any Contracting Officer in which he or any official or employee of the District is personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof. This provision shall not be applicable to any such contract if made for the general benefit of a corporation in which the officer or employee, or member or delegate of Congress is a minority shareholder.

12 Employment of District Employees

12.1 The Architect-Engineer shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District of Columbia for any work required, contemplated or performed under this Agreement.

13 Post-Government Employment Conflict of Interest

13.1 Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

(1) Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement where the former Government employee participated personally and substantially in this matter while employed with the Government.

(2) Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

13.2 Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Contracting Officer of the Office of Government Ethics under Section 207(d) of Title 18 USC:

(1) Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while employed with the Government.

(2) Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the

intent to influence, make any written or oral communication on behalf on anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

14 Dismissals

14.1 Should the continued employment of any person or persons in the Architect-Engineer's organization under this Agreement be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persons shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of his employees and in the prosecution of the work under this Contract to safeguard all drawings and specifications, and to prevent the theft, conversion or unauthorized use of the same.

15 Compliance with Federal and District of Columbia Laws and Regulations

15.1 The Architect-Engineer shall at all times observe and comply with all laws, codes, regulations, orders and decree set forth by any department, agency or branch of, (i) the United States Government, or (ii) the District of Columbia, and shall indemnify and save harmless the District of Columbia and all of its officers, agents, employees and servants against any and all claims or liability arising from, or based on, the violation of any such law, code, regulation, order or decree, whether

by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employed or engaged by the Architect-engineer or contractually associated with him in the performance of, or in connection with, he work required, contemplated or performed under this Agreement.

16 Equal Opportunity: Non-Discrimination in Employment

16.1 During the performance of this contract, the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Chapter 11 – Equal Employment Opportunity Requirements in Contracts, both of which are designated Attachment 'A' to this Agreement and incorporated by reference thereto.

17 Appointment of Attorney

17.1 The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

17.2 The Architect-Engineer expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 17.1 hereof shall not be affected either by the fact that the Architect-Engineer was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the designated person or entity, or by the fact that the Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

17.3 The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 17.1 hereof, whether such change is in the designee, the address or telephone numbers.

18 Indemnification

18.1 The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Architect-Engineer, its employees, or its subconsultants in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants or employees, where such act or failure to act causes or contributes to any negligent act, error, omission, or fault of the Architect-Engineer, its employees, or its

subconsultants in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or o become due the Architect-Engineer under the contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Architect-Engineer.

19 Subcontractors and/or Outside Associates and Consultants

19.1 Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the services covered by this Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.

19.2 Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of this Agreement and the Attachment(s) and Appendices hereto.

20 Waiver

20.1 No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Contract unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No

waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

21 Patents

21.1 The Architect-Engineer hereby expressly agrees and covenants that he shall indemnify the District, its officers, agents, servants, and employees from liability or claims of every nature and kind, including costs and expenses, for or on account of any patented or unpatented invention, article, process or appliance used or incorporated in the facilities and structures by the design, plans, or specifications prepared by the Architect-Engineer hereunder. Where proper construction of the facilities and structures makes necessary the use of nay such invention, article, process or appliance; and the Architect-Engineer has specifically or by implication approved or adopted the use of such invention, article, process or appliance, the Architect-Engineer expressly agrees and convenants that he shall hold harmless and indemnity the District against any and all claims or liability arising therefrom.

22 Transfer or Assignment of Agreement

22.1 Unless otherwise provided by law, neither this Agreement nor any interest herein may be transferred or assigned by the Architect-engineer to any other party without the written consent of the Contracting officer. Any attempted transfer or assignment not authorized by this section shall constitute a breach of this Agreement and the District may for such cause terminate in the manner provided

in Section 7 of this Agreement, the right of the Architect-Engineer to proceed and the Architect-Engineer shall be liable to the District for any excess costs of re-procuring the same or similar services occasioned thereby.

23 Qualifications

23.1 The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized; further, the Architect Engineer warrants as a true statement any and all statements of qualification with respect to, but not limited to, professional status, premises, employees, experience and financial standing such as may be set forth in a "U.S. Government Architect-Engineer Questionnaire, Form 254" or other documents furnished to, or required by, the District for the purpose of securing the District's consent to enter into this Agreement. Misrepresentation shall be cause for termination of the Agreement, and such other action as may be appropriate, including without limitation, suspension and debarment and civil or criminal penalties.

24 Consultant's Warranty Against Debarment

24.1 The Architecture-Engineer shall comply with this General Provision by completing the "Certification of Eligibility" attached hereto and submitting it with this Agreement for work or services.

25 Participation by Foreign Consultants

25.1 The Department will not consider for award any proposals submitted by any Consultant, and will not consent to subletting any portions of the contract to any Consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public work projects. In addition, no product or any such listed country shall be permanently incorporated into the project. This General Provision applies to the participation of Consultants and products of the following countries which have been listed by the United States Trade Representative:

Japan

For the purpose of this General Provisions:

(1) Any Consultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a Consultant of such foreign country. The term "consultant" is defined in Section 1.3

(2) Any product, or which fifty percent or more of is cost is attributable to production or manufacturing in a foreign country, shall be considered to be a product of such foreign country.