



## AUDIT SERVICES RFP - EXHIBIT A

### DRAFT CONTRACT BETWEEN USRC AND CONSULTANT

The following sets forth the basic information concerning the Contract between USRC and Consultant which follows. This page is referred to as the "Cover Page".

Project: Audit Services Contracting  
Party: Union Station Redevelopment Corporation ("USRC")  
750 First Street, Suite 1010  
Washington, DC 20002  
Attention: Kevin Forma ([kforma@usrcdc.com](mailto:kforma@usrcdc.com), 202-216-1313)

Consultant: [Enter Contractor Information]

Contract Date: [DATE]

Contract Price: Consultant's Compensation is set forth in **Exhibit E** attached hereto.

Contract Work and the Scope of Work: The "Contract Work" is set forth on **Exhibit D** attached hereto.

Schedule: The Contract Schedule is set forth on **Exhibit F** attached hereto

Exhibits<sup>1</sup>:  
Exhibit A - Insurance Obligations of Consultant  
Exhibit B - Request for Proposals  
Exhibit C - Consultant's Proposal  
Exhibit D - Scope of Work (the "Contract Work")  
Exhibit E - Consultant's Compensation  
Exhibit F - Contract Schedule  
Exhibit G - USRC Expense Reimbursement Policy

This CONTRACT ("Contract") is made as of the \_\_\_\_\_ day of [MONTH] 2022 by and between UNION STATION REDEVELOPMENT CORPORATION ("USRC"), a District of Columbia non-profit organization, created pursuant to the Union Station Redevelopment Act of 1981 and having its usual place of business at 750 First Street NE, Suite 1010, Washington, DC, 20002, and

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<sup>1</sup>In this Exhibit for the Audit Services RFP, in addition to the draft contract, only Exhibit A - Insurance Obligations of Consultant and Exhibit G - USRC Expense Reimbursement Policy are being provided at this time.

\_\_\_\_\_ (“Consultant”), a limited liability corporation, having its principal place of business at \_\_\_\_\_ (individually, a “Party” and collectively, the “Parties”).

WHEREAS, USRC is the lessee from the United States Government, acting through the Federal Railroad Administration, of Union Station in Washington, DC.;

WHEREAS, USRC is in need of certain annual audit services and other services including, but not limited to, auditing financial statements, preparing management letters, conducting certain examinations, and conducting special audits on an as-needed basis;

WHEREAS, to obtain such services, USRC issued its Request for Proposals dated January 13, 2022 (the “RFP”) seeking proposals from qualified certified public accounting firms which have the expertise to provide such services, which RFP is attached hereto as Exhibit B and made a part hereof;

WHEREAS, in response to the RFP, Consultant submitted its Proposal dated \_\_\_\_\_ (the “Consultant’s Proposal”), which Consultant’s Proposal is attached hereto as Exhibit C and made a part hereof;

WHEREAS, after evaluation of the proposals submitted, Consultant has been selected by USRC to provide the required services; and

WHEREAS, USRC and Consultant desire to set forth their understanding and agreements concerning the performance of the Contract Work and the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises and terms contained herein, the parties do hereby agree as follows:

## **ARTICLE 1 DEFINITIONS**

1.1 Applicable Law means all federal, state, local, municipal and District of Columbia statutes, regulations, rules, ordinances, directives, codes, orders, decrees or government authorizations applicable in any way to the Contract Work or to the individuals or entities performing any part of the Contract Work.

1.2 Documents means all communications, reports, statements, presentations, drawings, schematics, renderings, illustrations or specifications, captured in any written, graphic, tangible, digital or electronic form whatsoever, including any copies thereof.

1.3 Licenses and Permits means any registrations, licenses, certifications, permits, approvals or professional credentials applicable to the Contract Work or to the individuals or entities performing any part of the Contract Work.

**ARTICLE 2**  
**CONSULTANT OBLIGATIONS AND WARRANTIES**

2.1 Consultant Qualifications. Consultant represents and warrants to USRC that it is an experienced architectural and engineering firm and that it has the expertise to perform each and every service comprising the Contract Work. Consultant will use qualified personnel and suitable equipment and materials to perform the Contract Work.

2.2 Consultant Licenses and Permits. Consultant shall obtain, at Consultant's own expense, all Licenses and Permits required by Applicable Law before or in connection with its performance of the Contract Work and shall maintain such Licenses and Permits throughout the Contract Term, as defined below in Article 6. Consultant shall ensure that each individual or entity employed or subcontracted to perform any part of Consultant's obligations hereunder maintains all applicable Licenses and Permits throughout the Contract Term. Before the commencement of the Contract Work and at any time during the Contract Term, USRC shall have the right to inspect and obtain copies of all such Licenses and Permits. Consultant shall retain copies of all such Licenses and Permits in compliance with Section 11.2.

2.3 Consultant Compliance with Applicable Law. Consultant and its employees and representatives shall at all times comply with Applicable Law. If any discrepancy or inconsistency should be discovered between the equipment, facilities or services described in Consultant's Proposal, on the one hand, and Applicable Law, on the other hand, Consultant shall immediately notify USRC of such discrepancy or inconsistency and shall comply with any orders or instructions issued by USRC.

2.4 Violations of Applicable Law, License or Permit. Consultant will notify USRC in writing (a) if Consultant receives a notice of violation of any Applicable Law; (b) of any failure to obtain or maintain any License or Permit or actual or threatened revocation of a License or Permit; or (c) if a claim is made or litigation is commenced against Consultant that could affect the performance of the Contract Work.

2.5 Consultant to Avoid Injury or Damage. Consultant will at all times perform the Contract Work in a manner to avoid the risk of injury to persons and damage to property. Consultant acknowledges that its employees and representatives have visited the areas in and around Union Station (50 Massachusetts Ave., NE, Washington, DC 20002) and the adjoining parking garage where some of the Contract Work may be performed (the "Job Site") and are familiar with all Job Site conditions that might affect the performance of the Contract Work.

2.6 Consultant's Financial Responsibility. Consultant represents and warrants that Consultant and its subcontractors are financially solvent, able to pay all debts as they mature and

possessed of sufficient working capital to complete the Contract Work and perform all obligations hereunder. Consultant shall obtain all performance and other bonds required by Applicable Law and all Required Insurance Coverages as specified in Exhibit A attached hereto.

2.7 Consultant Oversight of Subcontractors and Sub-subcontractors. Consultant agrees to require its subcontractors and sub-subcontractors to indemnify and hold harmless USRC to the same extent that Consultant is required to indemnify and hold harmless USRC. Consultant hereby assumes responsibility for ensuring that its subcontractors and their respective sub-subcontractors comply during and after the Contract Term with the Insurance Obligations of Consultant as set forth in Exhibit A attached hereto.

### **ARTICLE 3 TIME FOR COMPLETION**

3.1 Commencement of the Contract Work. Consultant shall commence work within three (3) calendar days after it receives notice to proceed from USRC, which notice shall be given in the manner prescribed by Section 11.7.

3.2 Time is of the Essence. Time is of the essence for the completion of the Contract Work. Consultant agrees that it will not interrupt or delay the Contract Work because of any dispute with USRC, but will continue to perform the Contract Work diligently to completion, and will later negotiate in good faith for settlement of the dispute, provided USRC continues to pay Consultant for services undisputed by USRC.

3.3 Schedule. Consultant shall strictly adhere to the schedule (the "*Schedule*") for the Contract Work as the same is set forth in Schedule F attached hereto and made a part hereof. Deviations from the Schedule shall be promptly reported to USRC.

### **ARTICLE 4 CHANGES**

4.1 Contract Modification. USRC may add or subtract from the scope of Consultant's Contract Work by written modification to this Contract ("*Contract Modification*") which shall incorporate a change order ("*Change Order*") prepared, as set forth below, by USRC. Contract Modifications and Change Orders may only be issued in a written notice given pursuant to Section 11.7. Consultant shall promptly perform the Contract Work as modified.

4.2 Change Orders; Contract Price Adjustments. Before issuing a Contract Modification incorporating a Change Order, USRC shall prepare a draft Change Order and forward it to Consultant. If Consultant contends that the Change Order results in a net increase in

Consultant's cost of performing the Contract Work, within ten (10) calendar days after receipt of the draft Change Order, Consultant shall provide USRC with a detailed estimate of the additional cost. The Parties shall negotiate in good faith to agree on an equitable adjustment to Consultant's compensation. If the Parties do not agree on the amount of such adjustment at that time, USRC shall nevertheless issue a Contract Modification which shall incorporate the Change Order issued by USRC. Consultant shall comply with the Contract Modification and Change Order and any disputes about the amount of adjustment shall be treated as disputes subject to Article 10 of this Contract.

## **ARTICLE 5 INVOICES AND FINAL PAYMENT**

5.1 Invoices. Consultant shall send all invoices to USRC in the manner specified in Section 11.7.

5.2 Final Payment. Final payment shall not be due from USRC until Consultant has delivered to USRC (a) an affidavit that each and every service required to be performed as part of the Contract Work has been fully and satisfactorily performed; and (b) a complete release of all liens arising out of the performance of the Contract Work or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to USRC indemnifying USRC against any lien. If any lien remains unsatisfied after all payments are made, Consultant shall pay such lien on demand or refund to USRC all moneys that USRC may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Any payment due to Consultant hereunder shall be reduced by an amount up to one hundred twenty percent (120%) of the amount of any lien arising out of or related to Consultant's performance under this Contract until such lien is removed as of record by payment or bonding.

5.3 Consultant Errors or Omissions. Notwithstanding anything to the contrary contained herein, no compensation shall be paid or claimed by Consultant for services required to correct deficiencies attributable to errors or omissions of Consultant.

5.4 USRC's Right to Withhold Payment. Notwithstanding anything to the contrary contained herein, USRC shall have the right to withhold from any payment due to Consultant, such sums as are reasonably necessary to protect USRC against any loss or damage that might result from or be in any way connected to the work of Consultant or its subcontractors; failure by Consultant to perform its obligations hereunder; or claims filed against USRC relating to Consultant's services under this Contract. Any sums withheld by USRC as provided in this Section 5.4 and subsequently determined by USRC to be due and owing to Consultant, shall be paid by USRC to Consultant within three (3) business days of USRC's determination.

**ARTICLE 6**  
**CONTRACT TERM AND TERMINATION**

6.1 Contract Term. This Contract shall remain in full force and effect from the date of its execution until (a) the date of Consultant's completion of the Contract Work hereunder (the "*Completion Date*"); or (b) termination of the Contract before the Completion Date pursuant to the provisions of Sections 6.3 or 6.4. The period from the date on which this Contract is executed to the earlier of (x) the date on which this Contract is terminated or (y) the Completion Date, is referred to herein as the "*Contract Term*".

6.2 Breach by Consultant. If Consultant breaches any obligation of this Contract, USRC will notify Consultant of such breach in writing pursuant to Section 11.7 hereof. Consultant will have fifteen (15) business days following receipt of the notice within which to remedy the breach as set forth in USRC's notice (the "*Cure Period*"). USRC, in its sole discretion, may extend the Cure Period. Either (a) the failure by Consultant to remedy the breach within the Cure Period or any extension thereof, or (b) a second breach by Consultant (even if different in nature) before the Completion Date, shall constitute an "*Event of Default*" entitling USRC to exercise any and all remedies available to it at law or in equity as well as those rights set forth in Section 6.3 below. Upon the occurrence of an Event of Default, USRC, in its sole discretion, may take whatever steps it deems necessary to correct, or have corrected, the deficiencies caused by Consultant's breach of this Contract and charge the costs thereof to Consultant, who shall be liable for the full costs of USRC's corrective action, including reasonable overhead and profit. USRC may, in its sole discretion, set off any costs of corrective action or losses due to the breach against any sums owed by USRC to Consultant.

6.3 Termination by USRC for Cause. Upon the occurrence of an Event of Default, USRC shall have the right to terminate the Contract for cause upon three (3) business days' notice. USRC's right to terminate pursuant to this Section 6.3 shall be in addition to its rights under Section 6.2 above. If USRC terminates this Contract for cause, Consultant shall be entitled to recover any amounts due through the date of termination, less USRC's costs of corrective action and losses due to the breach as described in Section 6.2 here. Consultant shall not be entitled to any other compensation in the event USRC terminates this Contract for cause.

6.4 Termination by USRC for Convenience. USRC may, at any time and for any reason, upon ten (10) days' written notice, terminate this Contract at USRC's convenience. For the avoidance of doubt, USRC may terminate the Contract during a Cure Period or extension thereof. If USRC terminates this Contract for its convenience, Consultant shall be entitled to recover any amounts due through the date of termination, plus its reasonable costs of termination; provided, however, that no amounts shall be due for work performed by Consultant unless such work has been accepted by USRC. If USRC terminates this Contract for its convenience, Consultant shall

not be entitled to any other compensation or consequential damages, including, without limitation, lost profits, lost opportunity costs, home office overhead, unabsorbed corporate overhead, impact damages or other similar remuneration.

6.5 Termination by Consultant. Consultant shall give prompt written notice to USRC of either (a) a failure by USRC to pay the undisputed amount of an approved invoice by USRC within forty-five (45) calendar days of receipt; or (b) a substantial breach by USRC of a material obligation of USRC under this Contract. After receipt of such notice, USRC shall have fifteen (15) calendar days to remedy that breach ("*USRC Cure Period*"). Consultant, in its sole discretion, may extend the USRC Cure Period. Consultant shall have the right to terminate its obligations pursuant to this Contract on three (3) business days' notice if the conditions identified in (a) or (b) of this Section 6.5 have not been resolved by the expiration of the USRC Cure Period or any extension thereof. If Consultant terminates this Contract, Consultant shall be entitled to recover any amounts due through the date of termination plus the reasonable cost of recovering such amounts from USRC, if any. Consultant shall not be entitled to any other compensation in the event USRC terminates this Contract for cause.

6.6 Survival of Rights and Duties Following Termination. Termination of this Contract shall discharge only those obligations that are executory by either Party on or after the effective date of termination. Any right or duty of a Party based on either performance or a breach of this Contract before the effective date of termination shall survive the termination.

## **ARTICLE 7 INSURANCE**

7.1 Types of Insurance. Consultant shall maintain, at its sole cost and expense, the Required Insurance Coverages set forth in Exhibit A attached to and made a part hereof. For the avoidance of doubt, Consultant's failure to comply with any of the requirements of Exhibit A shall constitute a material breach of this Contract.

## **ARTICLE 8 RELEASE AND INDEMNIFICATION OF USRC**

8.1 Mutual Release. USRC and Consultant release each other for all loss to the property of the releasing party. The foregoing release will not release Consultant for liability to USRC from any loss arising, whether directly or indirectly, in connection with Consultant's (or its successor's or assign's) (i) breach of this Contract or (ii) negligence, fraud or willful misconduct.

8.2 Indemnification. In addition to any other indemnification obligation under this Contract, Consultant agrees to indemnify and hold harmless USRC from and against any claims

for patent, copyright infringement, or other intellectual property violation, or any loss related thereto, which arise from or are in any way related to the Contract Work performed by Consultant.

## **ARTICLE 9 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

9.1 Confidentiality of Documents. All Documents prepared by or provided to Consultant pursuant to this Contract are to be treated as confidential (“*Confidential Information*”). Confidential Information is not to be disclosed to third parties without USRC’s prior written approval and is to be delivered to USRC on request and in all events upon completion of the Contract Work or earlier termination of this Contract pursuant to Article 6. Consultant shall advise its employees, agents and subcontractors having access to Confidential Information of this obligation of confidentiality and bind such employees, agents and subcontractors to this same obligation. No articles, papers or treatises related to or in any way associated with the Contract Work performed pursuant to this Contract shall be submitted for publication without USRC’s prior written consent.

9.2 Ownership of Documents. All Documents prepared by Consultant pursuant to this Contract are the property of USRC upon payment in full for services rendered in preparing such Documents. Drawings, specifications, reports and other documents prepared by Consultant shall be used for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to Consultant.

## **ARTICLE 10 DISPUTE RESOLUTION**

10.1 Negotiation. The Parties will attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity hereof, including this dispute resolution provision (a “*Dispute*”) promptly by negotiation.

10.2 Mediation.  
(a) If the Dispute is not resolved by negotiation, the Parties shall attempt in good faith to resolve any Dispute promptly by confidential mediation under the then-current Center for Public Resources Mediation Procedure before resorting to arbitration or litigation. Each Party will bear its own fees and expenses for participating in the mediation (including fees



and expenses of its legal counsel). The Parties will share equally in the mediator's fees and expenses.

(b) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or judicial proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) The pendency of a mediation shall not preclude a Party from seeking provisional remedies from a court of appropriate jurisdiction, and the Parties agree not to defend against any application for provisional relief on the ground that the mediation is pending.

(d) Mediation sessions shall be conducted within the District of Columbia unless USRC consents to a different location.

(e) If the Dispute is not resolved within thirty (30) calendar days of the initiation of the mediation procedure or if the other Party refuses to participate in a mediation, a Party may initiate arbitration or judicial proceedings as provided in Sections 10.3 or 10.4 below.

10.3 Arbitration of Disputes involving \$200,000.00 or less (excluding legal fees). If the Dispute involves a claim for a sum of money of Two Hundred Thousand Dollars (\$200,000.00) or less (excluding legal fees related to the Dispute), the Dispute shall be submitted to arbitration pursuant to this Section 10.3:

(a) The arbitration proceeding, including the selection of an arbitrator, shall be conducted pursuant to the Center for Public Resources Rules for Administered Arbitrations then in effect. The Arbitration Tribunal shall consist of a sole arbitrator; provided that (i) each Party shall be entitled to limited discovery as prescribed by the arbitrator and (ii) the arbitrator may make interim awards and may award equitable and declaratory relief.

(b) The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless USRC consents to a different location, the place of the arbitration shall be within the District of Columbia.

(c) The costs and expenses of the arbitration and their apportionment between the Parties shall be determined by the arbitrator in his or her award or decision. Each Party shall bear its own fees and expenses for participating in the arbitration (including the fees and expenses of its legal counsel).

10.4 Litigation of All Other Disputes. Any Dispute other than a Dispute described in Section 10.3 shall be subject to judicial resolution unless the Parties agree to refer the Dispute to arbitration in accordance with Section 10.3.

(a) The federal and state courts of the District of Columbia shall have exclusive jurisdiction over disputes litigated pursuant to this Section 10.4.

(b) Each Party, by execution and delivery hereof, irrevocably waives, to the fullest extent permitted by Applicable Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract. Each Party certifies that it has been induced to enter into this Contract by, among other things, the mutual waivers and certifications set forth in this Subsection 10.4(b).

## **ARTICLE 11 MISCELLANEOUS**

11.1 Parties Bound. All the terms of this Contract shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of USRC and Consultant, except that this Contract may not be assigned by Consultant without first obtaining the written consent of USRC.

11.2 Retention of Records. Consultant's records relating to this Contract and the performance of the Contract Work shall be kept in accordance with generally accepted accounting principles, shall be retained by Consultant for a period of no less than five (5) years after the end of the Contract Term and shall be available to USRC or the authorized representatives of USRC for audit and review during normal business hours during such period.

11.3 Waiver and Modification. A waiver on the part of USRC or Consultant of the breach of any term, provision or condition of this Contract shall not constitute a precedent or bind either Party to a waiver of any other breach of the same or any other term, provision or condition of this Contract. Except as provided in Article 5, this Contract may only be modified by written agreement signed by both Parties.

11.4 Governing Law and Forum. This Contract is made pursuant to, and shall be governed by the laws of the District of Columbia exclusive of any principles or rules of law that would require or permit the application of any law of another jurisdiction. Exculpatory Clause. No individual, director (or his/her designee), officer, representative or employee of USRC shall have any liability for the obligations of USRC hereunder. No individual, director, officer, shareholder, representative or employee of Consultant shall have any liability for the obligations of Consultant hereunder.

11.5 Construction and Interpretation. This Contract and any modifications or amendments hereto may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument. As used herein, except as the context otherwise indicates, the singular shall include the plural and vice versa and words of any gender shall include any other gender. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references to Sections, Subsections or Exhibits shall be to Sections, Subsections or Exhibits of this Contract unless otherwise specified.

The captions are inserted for convenience of reference, and are not intended to define, limit or describe the scope or intent of this Contract.

11.6 Notices. Any notice that either Party is required to give or chooses to give pursuant to this Contract shall be in writing and sent by prepaid overnight delivery service for next business day delivery to the individuals at the addresses listed below. Notice shall be deemed given when delivered by the overnight delivery service. Each Party shall also send electronic copies of such notices to the individuals at the email addresses listed below.

Beverley Swaim-Staley  
President and CEO  
Union Station Redevelopment Corporation  
750 First Street, Suite 1010  
Washington, D.C. 20002  
(202) 222-0271  
bswaimstaley@usrcdc.com

with a copy (which shall not constitute notice to)

Marialuisa S. Gallozzi  
Covington & Burling LLP  
1201 Pennsylvania Avenue NW  
Washington, D.C. 20004  
(202) 662-5344  
mgallozzi@cov.com

[Insert Consultant Name and Address]

with a copy (which shall not constitute notice to)

[Insert Consultant Attorney]

11.7 Severability. Every nonmaterial provision, term, paragraph or part of this Contract is severable from the others. If any provision, term, paragraph or part of this Contract is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining provisions, terms, paragraphs and parts shall not be affected thereby but shall remain in full force and effect.

11.8 Entire Agreement; Precedence of Addendum. This Contract (including the Consultant's Proposal, Consultant's Terms and Conditions, this Addendum and Exhibit A)

constitutes the entire understanding and agreement of the Parties with respect to the Contract and the Contract Work. Exhibit A attached to this Contract is an integral part hereof, in the same manner as if set forth in the body of the Contract. This Contract supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the services to be provided under this Contract. ***In the event of any conflict between the Consultant's Proposal and/or the Consultant's Terms and Conditions and the terms of this Contract or Exhibit A, the terms of this Contract and Exhibit A shall control.***

11.9 Survival of Obligations. Without limiting any right or obligation of a Party which may survive the expiration or prior termination of this Contract pursuant to the terms hereof, all obligations on the part of either Party to indemnify, and/or hold harmless the other Party shall survive the expiration or prior termination of this Contract.

11.10 Relationship of the Parties. This Contract does not create the relationship of principal and agent, partnership, joint venture or any association between USRC and Consultant other than a contractual relationship.

11.11 Corporate Action. USRC and Consultant hereby represent and warrant to each other that all necessary corporate action has been taken to enter into this Contract and that the person signing this Contract on behalf of USRC and Consultant respectively, is duly authorized to do so.



**UNION STATION**  
REDEVELOPMENT CORPORATION

The terms and conditions of this Addendum are hereby accepted by the Parties to this Contract.

ATTEST:

UNION STATION REDEVELOPMENT  
CORPORATION

By: \_\_\_\_\_

Beverley K. Swaim-Staley  
President & CEO

APPROVED AS TO FORM:

By: \_\_\_\_\_

Marialuisa S. Gallozzi  
Covington & Burling LLP

Date: \_\_\_\_\_

ATTEST:

[Company Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A: INSURANCE OBLIGATIONS OF CONSULTANT

1. Required Insurance Coverages. For the protection and benefit of the USRC and the Consultant, the Consultant shall procure and maintain insurance coverage of the types and in the amounts required by law or specified in paragraphs 1.a. through 1.f. below, whichever coverage is greater in amount or scope. Such coverage is referred to herein as the “Required Insurance Coverages.” Consultant shall maintain the Required Insurance Coverages in full force and effect at all times during the Contract Term or for such longer period as specified herein.

a. *Worker’s Compensation Insurance.* Coverage for all employees employed in connection with the Contract Work and with the Consultant’s other operations pertaining to this Contract. Consultant agrees to comply at all times with the provisions of the Workers’ Compensation laws of the District.

b. *Employer’s Liability Insurance.* Coverage of at least One Million Dollars (\$1,000,000) per accident or disease.

c. *Commercial General Liability Insurance.* Coverage of at least Two Million Dollars (\$2,000,000) per occurrence for a period of not less than two (2) years following the date of final payment for [*or completion of, if later*] the Contract Work. The Commercial General Liability Insurance Policy shall include, without limitation, appropriate endorsements adding the following coverages:

- Premises and Operations Liability;
- Personal Injury Liability (with employee and contractual exclusions deleted);
- Broad Form Property Damage Liability;
- Independent Consultant’s Protective Liability; and
- Completed Operations and Products Liability.

Any aggregate limit under the Consultant’s Commercial General Liability Insurance shall, by endorsement, apply separately to the Contract Work.

d. *Comprehensive Automobile Liability Insurance.* Coverage for bodily injury and/or property damage of at least Two Million Dollars (\$2,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence. The Comprehensive Automobile Liability Insurance shall cover the operation of all vehicles used in connection with performing the Contract Work and shall be applicable to owned, hired and non-owned vehicles.

e. *All Risk Property Insurance.* A policy covering physical loss or damage to all of Consultant’s property used in the performance of the Contract Work. The policy shall have limits of liability adequate to cover property of Consultant (including property of others in Consultant’s care, custody or control) and include a waiver of subrogation against USRC.

f. *Professional Liability Insurance.* Coverage of at least Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the annual aggregate for the acts, errors and omissions of the Consultant in performing professional services pursuant to this Contract. If the Professional Liability Insurance is placed on a claims-made basis, the retroactive date of coverage shall precede the inception date of this Contract and the insurance will be maintained for a period of three (3) years after the end of the Contract Term; Consultant may satisfy this requirement by procuring an extended reporting period of three (3) years after the end of the Contract Term during which to report claims arising out of related to Consultant's acts, errors or omissions during the Contract Term.

2. Additional Insured Endorsements.

a. *USRC as Additional Insured.* The Consultant shall cause the Required Insurance Coverages (other than the Workers' Compensation Insurance and Professional Liability Insurance) to include the USRC as an additional insured for claims or losses caused in whole or in part by the Consultant's negligent or intentional acts, errors or omissions during the Consultant's operations and completed operations.

b. *Consultant's Insurance is Primary.* The Required Insurance Coverages shall be primary to and noncontributory with to any valid insurance issued or affording coverage to USRC. If USRC has insurance that applies to the claim or loss, such other insurance shall apply on an excess or contingent basis. The liability of the Consultant's insurer(s) under any of the Required Insurance Coverages shall not be reduced by the existence of any insurance issued or maintained by USRC.

c. *Waiver of Subrogation.* The Required Insurance shall include a waiver of subrogation against USRC.

3. Insurance Company Ratings. Consultant shall procure the Required Insurance Coverages from insurance companies (a) authorized to do business in the District of Columbia and rated A minus VII or better by the then-current edition of Best's Key Rating Guide or (b) otherwise approved by the USRC.

4. Evidence of Required Insurance Coverages.

a. *Policies or Certificates to be Provided.* The Consultant hereby agrees to deliver to the USRC, within five (5) business days of execution of this Contract and before commencing the Contract Work, certified copies of all insurance policies comprising the Required Insurance Coverages. If USRC consents, Consultant may provide Certificates of Insurance in form and substance satisfactory to the USRC, together with copies of the policy language and/or endorsements naming USRC as an additional insured, evidencing the Required

Insurance Coverages in lieu of the certified copies of all insurance policies comprising the Required Insurance Coverages.

b. *Continuity following Expiration or Renewals.* When any Required Insurance Coverage shall expire or be renewed in the ordinary course, Consultant shall supply the USRC with Certificates of Insurance and amendatory riders or endorsements that confirm the continuation of all Required Insurance Coverages without any gap or lapse in coverage. .

c. *No Waiver by USRC.* In no event shall any failure of the USRC to receive or demand certified copies of insurance policies, Certificates of Insurance and/or additional insured endorsements required under this Contract prior to the Consultant's commencing the Contract Work be construed as a waiver by the USRC of the Consultant's obligations to procure and maintain the Required Insurance Coverages. In no event shall the receipt and review by the USRC of any insurance policies, Certificates of Insurance or additional insured endorsements relieve the Consultant of any of the Insurance Obligations of Consultant described in this Exhibit A.

d. *Procurement is a Separate Obligation.* The obligation to procure and maintain any insurance required by this Contract is a separate responsibility of the Consultant and independent of the duty to furnish a certified copy or certificate of such insurance policies.

5. Subcontractors and Sub-subcontractors.

The Consultant agrees to require or contractually obligate its Subcontractors and Sub-subcontractors to:

a. Comply with the insurance provisions required of the Consultant pursuant to this Exhibit A (including the requirement to name USRC as an additional insured) unless USRC, in its sole discretion, agrees to any request from the Consultant and/or a subcontractor or sub-subcontractor to modify these requirements for a Subcontractor or Sub-subcontractors whose Contract Work is of relatively small scope.

b. Advise the Consultant promptly of any material changes or lapses of the requisite insurance coverages. Consultant agrees to promptly advise the USRC of any such notices Consultant receives from its Subcontractors and Sub-subcontractors.

6. Lapse, Nonrenewal or Expiration of Insurance Coverage.

a. *No Material Changes.* The Consultant shall not make material changes in or allow the Required Insurance Coverages to lapse without the USRC's prior written approval of any such material change or lapse.

b. *Notice of Changes to USRC.* All insurance policies comprising the Required Insurance Coverage must be endorsed to contain a provision giving the USRC thirty (30) days' prior written notice by certified mail of any material alteration, cancellation, nonrenewal or expiration of such policies. If an insurer does not agree to provide notice directly to USRC,





Consultant shall provide notice of any material alternation, cancellation, nonrenewal or expiration of any such policies as soon as practicable pursuant to the Notice provisions and in the manner specified in Section 11.7.

c. *Copies of Renewal/Replacement Policies to be Provided.* If any renewal or replacement policy, for whatever reason obtained or required, either is (a) written by an insurer other than the insurer with which the coverage was previously placed, or (b) differs in any way from the policy it replaces, the Consultant shall also furnish the USRC with a certified copy of the renewal or replacement policy unless the USRC provides the Consultant with prior written consent to submit only a Certificate of Insurance, with additional Insured endorsement, for any such policy. All renewal and replacement policies or Certificates of Insurance and endorsements shall be in form and substance satisfactory to the USRC and written by insurers acceptable to the USRC.

7. Payments made by the USRC. If either (a) a notice of cancellation is issued for non-payment of premiums or any part thereof, or (b) Consultant fails to provide a Certificate of Insurance as required by Paragraph 4(a) of this Exhibit A, USRC shall have the right, but not the obligation, to pay the unpaid premium to the insurance company or to obtain the Required Insurance Coverage and to deduct such premium payment from any sum that may be due or become due to the Consultant, or to seek reimbursement for said payments from the Consultant. Any sums paid by the USRC shall be due and payable immediately by the Consultant upon notice from the USRC.

8. Reservation of Rights. USRC, in its sole discretion, reserves the right to require additional insurance coverages or to change the limits of insurance required under this Contract as it deems necessary based on the nature and scope of the services to be provided by the Consultant under this Contract.

9. Insurance Does Not Limit Consultant Liability. The insurance provisions of this Contract are not intended as and shall not be construed to limit the Consultant's responsibilities and liabilities pursuant to the Contract.

## **EXHIBIT G: USRC EXPENSE REIMBURSEMENT POLICY**

This Expense Reimbursement Policy (“Policy”) applies to all USRC Consultants. This Policy covers ordinary expenses incurred by a Consultant in performing the work of the Contract, as well as those incurred in connection with travel on USRC business. Reimbursement in all cases will be for reasonable expenses as determined by USRC in its sole discretion.

Consultants are responsible for complying with all aspects of this Policy which is intended to provide Consultants with a clear statement of those expenses which USRC has determined are reimbursable. USRC assumes no obligation to reimburse Consultant for expenses that do not comply with this Policy. If a Consultant has any questions concerning whether or to what extent an expense will be reimbursable, Consultant should consult with USRC prior to incurring the expense.

### **ARTICLE 12: ORDINARY EXPENSES**

1. USRC will reimburse Consultant for reasonable expenses incurred in performing the Contract Work
2. Reimbursable expenses include printing and copying costs; parking, tolls and taxi/ridesharing fees incurred in connection with attendance at meetings; and the cost of overnight mail or courier service, but only if electronic transmission is not feasible. Meals are not reimbursable except when incurred in connection with business travel as set forth below. The only exception would be meals provided in connection with working meetings related to the Contract Work.
3. Any other expenses will be reimbursed only if approval is received from USRC in advance
4. As set forth in Consultant’s Contract with USRC, no markup will be allowed on any expenses incurred

### **ARTICLE 13: EXPENSES INCURRED IN TRAVEL STATUS**

1. Consultants will be reimbursed for all reasonable and necessary expenses incurred while traveling on authorized USRC business.
2. The use of on-line services for booking of air travel is recommended.
3. Air travel should only be considered when it is most cost effective.
4. Consultants are required to book and confirm all travel at the lowest logical fare routing.
5. Domestic Travel (defined as travel within North America or within South America) - Consultants must select Coach Class cabin for the entire trip.



6. USRC will not reimburse Consultants for upgrades purchased to upgrade class of service or upgraded seating on any flight. Individuals choosing to upgrade at their own expense may only expense airfare for the original class of service.
7. Rental cars may be used when they are less expensive than alternative means of transportation and where their convenience or safety justifies the additional cost.
8. For all rail travel, Consultants should purchase a coach class ticket. The only exception would be if the purchase of a first-class ticket (e.g., Amtrak Acela) allows for a one-day trip without the expense of an overnight stay.
9. Many hotels provide complimentary or low-cost airport shuttle service. Consultants should use this service, if it is available.
10. If hotel shuttle service is not available, Consultants are encouraged to use public transportation, as it is the next most economical means of travel and most environmentally friendly. If public transportation is not available, Consultant may use a reasonably priced taxi/ride sharing or shuttle service.
11. USRC will reimburse Consultants for mileage (\$.54 per mile), tolls, parking lot and taxi/ride sharing fees paid while on USRC business (e.g., visiting a location with the client).
12. Meal limits for travel in all cities are as follows: (International meal limits are listed in bold).

Breakfast	Dinner	Daily Maximum
\$12.00/ <b>\$20.00 Int'l</b>	\$35.00/ <b>\$61.00 Int'l</b>	\$47.00/ <b>\$81.00 Int'l</b>

13. A Consultant is entitled to reimbursement for both breakfast and dinner on the same day while traveling, and may spend up to the maximum daily allowance. There is no reimbursement for lunch.
14. Tipping is reimbursable when it is incidental to any of the above travel related expenses. Reasonable guidelines for tipping are:
  - Airport Porter - \$2.00 per bag (average)
  - Limo / Taxi Driver - 15% - 20% of fare
  - Meals - 15% - 20% of the following incidental expenses, when directly related to business travel, are reimbursable provided they are identified separately, and are supported by original receipts:
    - Airport taxes/fees
    - Currency conversion costs (only when traveling internationally)
    - Baggage charges
    - Refueling of gasoline for rental vehicles at gas stations
    - Laundry, dry-cleaning and valet services for trips 3 consecutive nights or longer
    - Visa and passport fees (for international travel)

As required by IRS rules and regulations, USRC is required to maintain documentation for various charges. USRC may request receipts for any and all expenses at its discretion. Receipt requirements are as follows:

- Detailed hotel/lodging bill
- Internet bill - if a Wi-Fi receipt is not available, transaction detail from the credit card used to pay the bill must be submitted
- Other communications expenses

If using a personal check to support an expense for which there was no other receipt, both the front and back of the check must be provided. A receipt should be available for anything expensed under the expense type of "Other".