**CONTRACT FOR THE SELECT REPLACEMENT OF FLOOR TILES IN THE MAIN HALL AND WEST HALL AT WASHINGTON UNION STATION PROJECT**

**THIS CONTRACT FOR THE SELECT REPLACEMENT OF FLOOR TILES IN THE MAIN HALL AND WEST HALL – PHASE 2 AT WASHINGTON UNION STATION PROJECT** (“**Contract**”) is made as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Effective Date**”), 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Firm**”), , having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, each being a “**Party**” and together, the “**Parties**.”

**RECITALS**

 **WHEREAS**, USRC is the lessee from the United States Government, acting through the Federal Railroad Administration, of Union Station in Washington, D.C. (the “**Station**”); and

 **WHEREAS**, in connection with the operation and management of the Station, USRC wishes to engage the Firm to perform the services set forth on **Exhibit A** attached to this Contract (the “**Contract Work**”), and the Firm wishes to so perform the Contract Work under the terms and conditions hereinafter set forth.

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

**AGREEMENT**

# OBLIGATIONS AND WARRANTIES

## Obligations and Warranties. The Firm represents and warrants to USRC that it is an experienced [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] firm and that it has the expertise to perform, and will perform, each and every task, element and service comprising the Contract Work in a professional and workmanlike manner, consistent with the highest industry standards, using diligent efforts and to the best of its ability, experience and talents, subject to the general supervision, advice and direction of USRC and in accordance with guidelines and policies set forth by USRC from time to time. The Firm will use qualified personnel to perform the Contract Work. In performing the Contract Work, the Firm will comply with all the terms and conditions of this Contract and all Exhibits attached hereto. The Firm warrants, represents, and agrees that the Contract Work shall conform in all respects with the requirements of this Contract and all Exhibits hereto. Prior to substituting key team members, the Firm shall notify USRC and obtain its prior approval.

## Compliance with Applicable Law. The Firm and its employees and representatives shall at all times comply with 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 (collectively, “**Applicable Law**”). Without limiting the generality of the foregoing, the Firm represents and warrants that the Firm and its subcontractors, if any, are, or shall be prior to the commencement of the Contract Work, properly licensed, in good standing in its state of formation, and registered to do business and in good standing in the District of Columbia to the extent required by Applicable Law. The Firm will notify USRC in writing (a) if the Firm receives a notice of violation of any Applicable Law; or (b) if a claim is made or litigation is threatened or commenced against the Firm that could affect the performance of the Contract Work.

## Financial Responsibility. The Firm represents and warrants that the Firm and its subcontractors, if any, 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.

## Insurance. The Firm represents and warrants that the Firm and its subcontractors, if any, are adequately insured and maintain all insurance coverages as may be required by Applicable Law In addition to any insurance maintained by the Firm in compliance with Applicable Law, the Firm shall keep and maintain other insurance policies as USRC may reasonably require from time to time in amounts determined by USRC in its sole but reasonable discretion, provided, that, by requiring such other insurance policies, USRC does not represent that coverage and limits will necessarily be adequate to protect the Firm and/or USRC. Upon USRC’s request, the Firm shall cause any insurance policies, whether required by Applicable Law or USRC, to include USRC as an additional insured. Upon request by URSC, the Firm shall provide URSC with a copy of the certificates of insurance for all insurance policies maintained in accordance with the terms of this Contract. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to URSC. Notwithstanding anything to the contrary contained in this Contract and for the avoidance of doubt, the insurance maintained by the Firm shall not (a) limit or reduce the liability of the Firm under this Contract (including, without limitation, the Exhibits hereto), or (b) limit any right that USRC may have under this Contract (including, without limitation, the Exhibits hereto) including, without limitation, rights of indemnity and/or contribution.

## USRC Tax-Exempt Status. USRC is exempt from District of Columbia sales and use tax pursuant to Certificate Number 350000084025. Copies will be furnished by USRC to the Firm for use in connection with the purchase of supplies, goods, materials, equipment and other services necessary for the performance of the Contract Work which would otherwise be subject to such taxes.

# TIME FOR COMPLETION, TIME EXTENSIONS, AND STOP WORK ORDERS

## Commencement of the Contract Work. After this Contract is executed, the Firm shall begin the Contract Work.

## Time is of the Essence. Time is of the essence for the completion of the Contract Work. The Firm agrees that it will not interrupt or delay the Contract Work because of any Dispute (as defined in § 7.1) 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 the Firm for services undisputed by USRC.

## Adherence to the Schedule; Coordination. The Firm shall strictly adhere to the schedule for the Contract Work, if any, set forth on **Exhibit A** and/or any other schedule agreed to by the Parties (the “**Schedule**”). The Firm shall furnish sufficient personnel and shall work such hours to ensure prosecution of the Contract Work in accordance with the Schedule. Deviations from the Schedule shall be promptly reported to USRC. If the Firm falls significantly behind the Schedule, the Firm will be required to take the necessary operational steps to regain adherence to the Schedule, at its own cost and expense.

## Time Extensions. Time extensions may be granted by USRC, as determined in its sole discretion, provided, any such extensions will only be provided for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not limited to, acts of God, acts of the public enemy, acts of any governmental authority, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Firm or its subcontractors or suppliers. Notwithstanding the foregoing or anything to the contrary contained in this Contract or any Exhibit, in no event shall the Firm be entitled to any compensation or recovery of any damages arising from any delays, it being understood and agreed that the right to request an extension of the time for performance of the Contract Work shall be the Firm’s sole remedy.

## Stop Work. USRC may, at any time, by notice to the Firm, require the Firm to stop all or part of the performance of the Contract Work (each, a “**Stop Work Order**”). The Firm shall resume work upon cancellation or any Stop Work Order by USRC.

# COMPENSATION AND INVOICING

## Compensation. Subject to the terms and conditions of this Contract, USRC will compensate the Firm for services rendered in the performance of the Contract Work by payment of the amounts set forth on **Exhibit B** to this Contract (together, the “**Service Fees**,” and each, a “**Service Fee**”). The Firm acknowledges and agrees no amounts other than the Service Fees and Permitted Reimbursable Expenses shall be paid or reimbursed to the Firm for performance of the Contract Work or otherwise in connection with this Contract, it being understood and agreed that that the Service Fee is the complete and entire compensation payable to the Firm for performance of the Contract Work and no additional compensation will be allowed.

## [Permitted Reimbursable Expenses. As used herein, “**Permitted Reimbursable Expenses**” means the reasonable, out-of-pocket expenses paid or incurred by the Firm to advance the Contract Work, in the same amount paid or incurred by the Firm without mark-up, profit, or increase of any kind, and that are approved in writing in advance by USRC. For the avoidance of doubt, no expenses incurred by the Firm shall constitute Permitted Reimbursable Expenses unless approved by USRC in advance, which approval may be granted or withheld in USRC’s sole discretion.][[1]](#footnote-2)

## Invoices. For payment of Service Fees and Permitted Reimbursable Expenses, if any, the Firm shall invoice USRC monthly. Subject to USRC’s approval of the Contract Work to date and approval of any Permitted Reimbursable Expenses as required herein, USRC shall pay such Service Fees and any Permitted Reimbursable Expenses within thirty (30) days of USRC’s receipt of the applicable invoice. The Firm shall send all invoices to USRC via email to Jennifer Rouse using the following email address: jrouse@usrcdc.com.

## 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 the Firm such sums as are reasonably necessary to protect USRC against any loss or damage that might result from failure by the Firm to perform its obligations hereunder. Any sums withheld by USRC as provided in this § 3.4 and subsequently determined by USRC to be due and owing to the Firm, shall be paid by USRC to the Firm within three (3) business days of USRC’s determination.

# Contract Term and Termination

## Contract Term. The term of this Contract shall commence on the Effective Date and continue on an as-needed basis for a period of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], or until this Contract is sooner terminated in accordance with the terms hereof (the “**Contract Term**”).

## Breach by the Firm. If the Firm breaches any obligation of this Contract, USRC will notify the Firm of such breach in writing in accordance with the notice requirements set forth in this Contract. The Firm 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 the Firm to remedy the breach within the Cure Period or any extension thereof, or (b) a second breach by the Firm (even if different in nature), 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 § 4.3 below. Upon the occurrence of an Event of Default, USRC may pursue the Firm for all losses, damages and expenses attributable to the Firm’s breach, including, but not limited to, overhead and profit.

## Termination by USRC for Cause. Upon the occurrence of an Event of Default, USRC shall have the right to terminate the Contract for cause immediately upon notice to the Firm. USRC’s right to terminate pursuant to this § 4.3 shall be in addition to its rights under § 4.2 above. If USRC terminates this Contract for cause, the Firm shall be entitled to recover any amounts due through the date of termination, less USRC’s losses, damages and expenses attributable to the Firm’s breach as described in § 4.2 above. The Firm shall not be entitled to any other compensation in the event USRC terminates this Contract for cause.

## Termination by USRC for Convenience. USRC may, at any time and for any reason, upon ten (10) calendar days’ written notice, terminate this Contract, in whole or in part, 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, the Firm 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 the Firm unless such work has been accepted by USRC. If USRC terminates this Contract for its convenience, the Firm 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. After receipt of USRC’s notice of termination, the Firm shall stop work under the Contract as specified in the notice; terminate all orders and subcontracts to the extent they relate to performance of the terminated Contract Work; transfer title and deliver to USRC all completed work or other materials produced as part of the Contract Work.

## Termination by the Firm. The Firm 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 thirty (30) 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) business days to remedy that breach (“**USRC Cure Period**”). The Firm, in its sole discretion, may extend the USRC Cure Period. The Firm 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 § 4.5 have not been resolved by the expiration of the USRC Cure Period or any extension thereof. If the Firm terminates this Contract, the Firm 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. The Firm shall not be entitled to any other compensation in the event the Firm terminates this Contract for cause.

## 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.

## Costs of Enforcement. Without limiting any other rights or remedies of USRC, USRC shall be entitled to recover from the Firm reasonable attorneys’ fees and costs incurred by USRC in enforcing any of its rights and remedies hereunder whether or not litigation or any other formal proceeding is instituted.

##

# RELEASE AND INDEMNIFICATION OF USRC

## Release. The Firm hereby releases USRC from all claims for damage to the Firm’s property, including property of any nature whatsoever of the Firm, its employees or subcontractors.

## Indemnification. The Firm shall at all times indemnify, defending (using counsel selected by USRC), and hold harmless USRC, and its officers, board members and directors, employees, affiliates, licensees, and agents (together, the “**Indemnified Parties**”) from and against any and all direct and/or third-party claims, losses, demands, damages, liabilities, suits, actions, liens, and costs and expenses of any kind whatsoever, including without limitation, those for bodily injury, sickness or death, and property damage or destruction (and including without limitation reasonable attorneys’ fees and other costs and expenses related thereto), resulting from, arising out of, caused by, in connection with, or in any way attributable to (i) the Firm’s performance of the Contract Work and any and all other obligations on the part of the Firm under this Contract, (ii) the Firm’s negligence, willful misconduct or strict liability; (ii) a violation by the Firm of Applicable Law during the performance of the Contract Work; (iii) a breach, including any threatened or alleged breach, by the Firm of any covenant or provision of this Contract or of any representations or warranties made by the Firm in this Contract; and/or (iv) an Event of Default. 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 the Firm to indemnify, and/or hold harmless URSC shall survive the expiration or prior termination of this Contract.

## Additional Indemnification. In addition to any other indemnification obligation under this Contract, including the Exhibits hereto, the Firm agrees to indemnify and hold harmless the Indemnified Parties from and against any damages, including reasonable attorneys’ fees’ and costs and expenses related thereto, caused by the Firm’s patent or copyright infringement, or other intellectual property violation, or any loss related thereto, to the extent caused by the acts of the Firm in performing the Contract Work.

# Confidentiality and Ownership of Documents

## Confidentiality of Documents. All communications, reports, statements, presentations, drawings, models, schematics, renderings, illustrations, photographs, video or specifications, captured in any written, graphic, tangible, digital or electronic form whatsoever, including any copies thereof (each, a “**Document**, and together, the “**Documents**”) prepared by or provided to the Firm pursuant to this Contract or otherwise in connection with the performance of the Contract Work are to be treated as confidential (“**Confidential Information**”) and shall remain the exclusive property of USRC as hereinafter provided. 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 in accordance with its terms. The Firm 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. Without limitation to the terms of § 4.6, terms of this confidentiality obligation shall survive the expiration or prior termination of this Contract.

## Ownership of Documents. All Documents prepared by the Firm pursuant to this Contract or otherwise in connection with the performance of the Contract Work are the exclusive property of USRC, it being understood and agreed that, to the extent any such Documents consist of works of authorship protected by Applicable Law, all such Documents shall be considered “work made for hire” for USRC. In furtherance thereof, for the avoidance of any doubt, the Firm hereby assigns all of any right, title, and interest the Firm may have in and to such Documents to USRC. Whenever requested to do so by USRC, Contactor shall execute any and all applications, assignments or other instruments that USRC shall deem necessary or desirable in furtherance of the foregoing. If the Firm does not execute such instruments within five (5) days of them being presented to the Firm, the Firm hereby appoints USRC with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable.

# Dispute Resolution

## Negotiation; Filing of Claims Subject to the terms of ARTICLE 4, 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 (each, a “**Dispute**”) promptly by negotiation. The Firm must initiate a claim by giving notice to USRC within twenty (20) calendar days after the occurrence of the event giving rise to the claim or within twenty (20) calendar days after the Firm becomes aware of the circumstances giving rise to the claim, whichever is later; provided, however, that acceptance of final payment by the Firm shall be deemed a waiver of any further claims, except for those which have previously be made in writing and are pending resolution.

## Mediation.

### 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.

### 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.

### 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.

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

### 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 §§ 7.3 or 7.4 below.

## 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 § 7.3:

### 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.

### 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 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.

### 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), provided, that, the arbitrator shall have the power to award attorneys’ fees to the prevailing party. Notwithstanding anything to the contrary contained herein, in no event shall the arbitrator have the power to award punitive, consequential, incidental, or other special damages to either Party.

## Litigation of All Other Disputes. Any Dispute other than a Dispute described in § 7.3 shall be subject to judicial resolution unless the Parties agree to refer the Dispute to arbitration in accordance with § 7.3.

### The federal and state courts of the District of Columbia shall have exclusive jurisdiction over disputes litigated pursuant to this § 7.4.

### 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 § 7.4(b).

# MISCELLANEOUS

## 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 the Firm, except that this Contract may not be assigned, and no duties and obligations of the Firm may be delegated or subcontracted, by the Firm without first obtaining the written consent of USRC. For the avoidance of doubt, any subcontractors to be engaged by the Firm for any part of the Contract Work shall be subject to USRC’s prior written approval, which approval may be granted or withheld in USRC’s sole discretion.

## Retention of Records. The Firm’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 the Firm 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.

## Waiver and Modification. A waiver on the part of USRC or the Firm 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. This Contract may only be modified by written agreement signed by both Parties.

## 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 the Firm shall have any liability for the obligations of the Firm hereunder.

## 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.

## 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.

Douglas Carr

President and CEO

Union Station Redevelopment Corporation

750 First Street NE - Suite 1010

Washington, D.C. 20002

(202) 222-0271

dcarr@usrcdc.com

with a copy (which shall not constitute notice to)

Miles & Stockbridge PC

1201 Pennsylvania Avenue NW, Suite 900

Washington, D.C. 20004

Attn: Thomas R. Petty, Esq.

(202) 465-8391

tpetty@milsstockbridge.com

 [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 Attn:[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 with a copy (which shall not constitute notice to)

 [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

 Attn:[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

## Severability. Every 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.

## Entire Agreement; Order of Precedence. This Contract and all exhibits and schedules attached hereto, each of which are hereby incorporated into this Contract by this reference and made a substantive part hereof, constitute the entire understanding and agreement of the Parties with respect to the Contract and the Contract Work. 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. **Notwithstanding the foregoing or anything to the contrary set forth in this Contract or any Exhibit hereto, in the event of any conflict between the Exhibits to this Contract (including, without limitation, Exhibit A and Exhibit B) and the terms of this Contract, the terms of this Contract shall prevail and control in each case.**

## [Force Majeure. If performance of any obligation hereunder (is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving written notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference caused by such event of Force Majeure, provided, that, the affected Party uses its reasonable efforts to minimize the effects of such event of Force Majeure. As used herein, “**Force Majeure**” means any event beyond a Party’s reasonable control that renders performance of a party’s obligations under this Contract impossible or commercially impracticable; and shall include, but not be limited to, acts of God, epidemics, pandemics, disease outbreaks, public health crises, quarantine; acts, recommendations, or orders of any civil or military authority; unforeseeable strikes or labor disputes; riots, war, fire, accidents, explosions, floods, earthquakes, unusually severe weather, or other natural disasters. In the event that an event of Force Majeure persists for a period of sixty (60) days or more, either party may terminate all or any portion of this Contract immediately upon notice to the other party without liability for such termination.]

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

## Corporate Action. USRC and the Firm 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 the Firm respectively, is duly authorized to do so.

## Non-Discrimination. USRC and the Firm shall both abide by the provisions of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C.§§ 2000d *et. seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C.§ 794); the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 *et seq.*); and the D.C. Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38, D.C. Official Code §§ 1401.01 *et seq*.). USRC and the Firm shall both also abide by all other Federal, District of Columbia and local laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, sex or sexual orientation, in employment and in providing facilities and/or services to the public as applicable. In advertising for employment, nothing shall be done which may prevent persons covered by these laws from qualifying for employment. The Firm agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of this non-discrimination clause.

## Limitation of Liability. Notwithstanding anything to the contrary set forth in this Contract, in no event will USRC be liable to the Firm for any consequential, incidental, indirect, special, or punitive damage, loss or expenses.

## Non-exclusivity. This Contract shall not be construed to be a commitment by USRC to work exclusively with the Firm. The Firm acknowledges and agrees that USRC’s appointment of the Firm is non-exclusive, and USRC may appoint another firm, consultant, and/or its own personnel to perform work the same as or similar to the Contract Work. Further, nothing contained in this Contract shall prohibit or otherwise restrict USRC from soliciting or doing business with any other firms or consultants.

1. **MISCELLANEOUS**

## [Signatures follow on next page]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract the day and year first above written.

|  |  |
| --- | --- |
|  | **USRC**:UNION STATION REDEVELOPMENT CORPORATIONBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Douglas CarrTitle: President & CEO |
|  | **FIRM**:[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_],a [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT A

**CONTRACT WORK**

[**Note to Form**: Scope of work to be inserted here]

EXHIBIT B

**Service FEES**

[**Note to Form**: Schedule of fees to be inserted here]

1. [↑](#footnote-ref-2)