



**DISTRICT OF COLUMBIA WATER
AND SEWER AUTHORITY**

**ATTACHMENT A
GENERAL PROVISIONS
GOODS AND SERVICES CONTRACTS**

December 20, 2012

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

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GOODS AND SERVICES CONTRACTS**

PART 1 DEFINITIONS, SCOPE, AND APPLICATION

1.1 Definitions

Unless the context clearly requires otherwise, as used in these General Provisions the following terms have the meanings set forth in this Section 1.

"Agreement" means the entire agreement, of which these General Provisions are a part, between Contractor and the Authority.

"Authority" means the District of Columbia Water and Sewer Authority.

"Bid Document" is any request for proposal or request for qualifications issued by the Authority and any addenda or clarification issued with respect thereto. The term Bid Document shall mean the final form of the document as they may have been amended or modified.

"Board" means the Board of Directors of the Authority.

"Contract" means the form of contract or purchase order to which these General Provisions are attached, but excluding any attachments or exhibits thereto. The term Contract is intended to be different than the term Agreement and specifically does not include the Contractor's Bid or any qualifications contained therein.

"Contractor" means the entity charged with performing the work under the Agreement, whether such entity be a corporation, general or limited partnership, joint venture partnership, professional corporation, limited liability company, or an individual.

"Contracting Officer" shall mean the General Manager or his/her designee who, pursuant to the District of Columbia Water and Sewer Authority Procurement Regulations, is authorized to enter into, administer, terminate and otherwise manage contracts.

"Day" means a business day, unless otherwise stated.

"Dispute" means any conflict, controversy, or disagreement of Contractor concerning any determination, order, or other action, of whatever nature, of the Contracting Officer or Authority relating to the Agreement.

"District" means the District of Columbia.

"General Provisions" means these General Provisions.

"Procurement Regulations" shall mean the District of Columbia Water and Sewer Authority Procurement Regulations issued pursuant to D.C. Code § 43-1673(3), as the same may be amended or supplemented from time to time.

"Subcontractor" means subconsultant(s) and subcontractor(s) of any tier.

1.2 Contracts to which statutes and provisions apply

These General Provisions apply to every Agreement for goods and services purchased by the Authority, regardless of whether the provision is germane to the subject matter of the Agreement and regardless of whether these General Provisions are attached to such Agreement. These General Provisions shall be deemed to be incorporated by reference into all such Agreements.

1.3 Laws and regulations incorporated by reference

All applicable federal regulations and all applicable District of Columbia regulations are incorporated by reference herein and shall be binding upon the Contractor and Authority. To the extent the Contractor's performance is subject to the laws of other surrounding jurisdiction, the Contractor shall comply with any such applicable laws or regulations.

1.4 Inapplicability of specific provisions

These General Provisions shall prevail over any contrary, inconsistent or apparently inconsistent provisions in the Agreement, including, but not limited to, the Contract, the Bid Documents and the Contractor's Bid. However, a provision or clause of these General Provisions may be negated by a reference to such term or provision that expressly (as opposed to by implication) waives or negates such provision if, and only if, such express reference is included in the Contract itself, which term excludes the attachments and exhibits to the Contract and the Contractor's Bid. Any attempt to negate the terms of these General Provisions that is contained in the exhibits or attachments to the Contract or in the Contractor's Bid shall be insufficient to negate the terms of these General Provisions.

1.5 Contracts to which these General Provisions do not apply

- (a) These General Provisions do not apply to any Agreements for construction.
- (b) These General Provisions do not apply to any Agreement for the purchase of goods and services for which the aggregate consideration is less than Five Thousand Dollars (\$5,000).

1.6 Contract interpretation provision

- (a) The headings or captions used in these General Provisions are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the contract.
- (b) The Agreement supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Agreement shall be effective unless it is the Authority's unilateral modification made in writing signed by the Authority or such modification is a bilateral modification made in writing signed by the Authority and the Contractor.

PART 2 CERTAIN STATUTORY REQUIREMENTS APPLICABLE TO THE CONTRACTOR

2.1 Buy American Act

The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), as the same may be amended or supplemented from time to time. In the event such act shall apply to the Agreement, the Contractor shall certify its compliance with such Act and such certification shall be attached to the Contract.

2.2 Contract Work Hours and Safety Standards Act

To the extent that the Agreement involves construction (as defined by the Secretary of Labor), the Contractor agrees that such construction work shall be subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 328 *et seq.*), as the same may be amended or supplemented from time to time. In the event such Act shall apply to the Agreement, the Contractor shall certify its compliance with such Act and such certification shall be attached to the Contract.

2.3 Davis-Bacon Act

To the extent that the Agreement involves construction, alteration or repair (as defined by the Secretary of Labor) the Contractor agrees that such construction, alteration or repair work shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7), as the same may be amended or supplemented from time to time. In the event such Act shall apply to the Agreement, the Contractor shall certify its compliance with such Act and such certification shall be attached to the Contract.

2.4 Service Contract Act

The Contractor shall comply with the requirements of the Service Contract Act of 1965 (41 U.S.C. §§ 351 *et seq.*), as the same may be amended or supplemented from time to time and shall provide the requisite information and representations under such Act.

2.5 Voluntary Apprentices Act

To the extent that this Agreement is for construction or renovation work, the Contractor shall comply with the provisions of the Voluntary Apprentices Act (D.C. Code §§ 36-401 *et seq.*) as the same may be amended or supplemented from time to time. In the event such Act shall apply to the Agreement, the Contractor shall certify its compliance with such Act and such certification shall be attached to the Contract.

2.6 Walsh-Healy Public Contracts Act

To the extent the Agreement is for the manufacture or furnishing of materials, the Contractor shall comply with the requirements of the Walsh-Healy Act (41 U.S.C. §§ 35, *et seq.*), as the same may be amended or supplemented from time to time.

2.7 False Claims Act

The Contractor represents and warrants that all information provided to the Authority in connection with the bidding and award of the contract or at any time thereafter, including, but not limited to, any request for payment or an equitable change to the terms of the Agreement shall not contain any false, fraudulent or misleading claims or statements. The Contractor further represents and warrants that it has, and shall continue, to provide the Authority with full information. The Contractor further represents and warrants that it will not submit information (including, but not limited to, claims or requests for payment or a request for an equitable change to the Agreement) that is materially misleading with information known to the Contractor but which is omitted from such information. The Contractor acknowledges that D.C. Code § 22-2514 relating to false statements or information applies to the Agreement and the Contractor's actions related thereto.

PART 3 CONTRACTING OFFICER

The Contracting Officer has the powers delegated by the Chief Contracting Officer/General Manager of the Authority. These powers include, but are not limited to, entering into, administering, terminating, and otherwise managing contracts pursuant to the Procurement Regulations promulgated by the Authority. Only the Contracting Officer has the authority to modify an Agreement.

PART 4 PROVISIONS RELATING TO CONTRACTOR’S EMPLOYEES

4.1 Ethical standards for Authority employees and former Authority employees provision

The Authority expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Authority. The Contractor shall not engage the services of any person or persons in the employment of the Authority or the District for any work required, contemplated or performed under the Agreement. The Contractor may not assign to any former Authority or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Authority, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Authority personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this Section so that such provisions shall be binding upon each Subcontractor or vendor.

4.2 Non-discrimination in employment provision

- (a) Contractor agrees to take affirmative action to ensure that applicants are employed and employees are treated without discrimination with regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, or transfer;
 - (2) Recruitment or recruitment advertising;
 - (3) Demotion, layoff, or termination;
 - (4) Rates of pay, or other forms of compensation; and
 - (5) Selection for training and apprenticeship.
- (b) Unless otherwise permitted by law and directed by the Authority, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this Section concerning non-discrimination and affirmative action.
- (c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants

will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

- (d) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Authority, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor agrees to permit access by the Contracting Officer to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall include in every subagreement the equal opportunity clauses of this Section so that such provisions shall be binding upon each Subcontractor or vendor.
- (g) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

4.3 Qualified personnel/cooperation provision

The Contractor shall employ for the performance of the work identified in the Agreement only those employees and Subcontractors who will work together in harmony and who will cooperate with one another. The Contractor shall enforce strict discipline, good order and harmony among its employees and Subcontractors. The contractor shall also remove from the site any person who is unfit for the work or fails to conduct himself in a proper or cooperative manner. If the Authority requests removal of any person as unfit or as having behaved inappropriately, the Contractor shall promptly remove such individual from the project and appoint a suitable replacement acceptable to the Authority.

4.4 Dismissals

Should the continued employment under the Agreement of any person or persons in the Contractor's organization or in the organization of any Subcontractor be deemed by the Contracting Officer to be prejudicial to the interest of the Authority or the District, such person or persons shall be immediately removed from the work site. The Contractor shall make every effort in the selection of his employees and in the execution of the work under the Agreement to safeguard all drawings and specifications, and to prevent theft, conversion or unauthorized use of the same.

PART 5 CHANGES

5.1 Changes provision

- (a) The Contracting Officer may, at any time, and without notice to any surety or guarantor, by a written order signed by the Contracting Officer, make changes in the work and services to be performed under the Agreement and within the general scope thereof. If any such change causes an increase or decrease in the cost of performing the work and services under the Agreement, or in the time required for the performance thereof, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be made in writing to the Contracting Officer within twenty (20) days from the date the change is ordered. If the parties fail to agree upon the adjustment to be made, the Dispute shall be determined as provided in Part 9 of these General Provisions. Nothing provided in this Section shall excuse the Contractor from proceeding with the execution of the work so changed.

- (b) No services for which an additional compensation will be charged by the Contractor shall be furnished without express written authorization of the Contracting Officer.

PART 6 TERMINATION

6.1 Termination for default provision

- (a) The performance of work under the Agreement may be terminated in whole or in part, in writing (a "Notice of Termination") by the Authority, whenever the Contractor shall default in performance of the Agreement in accordance with its terms, including, but not limited to, a failure to perform the services within the time specified, or a failure to make progress as to endanger performance of the Agreement, and the Contractor has failed to cure such default within a period of five (5) days from the date of the notice of default or such longer period as the Contracting Officer authorizes in writing. However, no such termination may be effected unless the Contractor is given:
 - (1) Written notice to terminate (delivered by hand or certified mail, return receipt requested) no less than five (5) days before the date of termination; and,
 - (2) An opportunity for consultation with the Authority before termination.

- (b) In the event the Authority terminates the Agreement in whole or in part as provided in part (a) of this Section, the Authority may procure, upon such terms and in such manner as the Authority deems appropriate, services similar to those so terminated, and the Contractor shall be liable to the Authority for all reasonably incurred excess costs for similar services; provided, however, that the Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Section.

- (c) If the Agreement is terminated as provided in part (a) of this Section, and in addition to any other rights provided in the Section or which may exist at law or in equity, the Authority shall be entitled to, and the Contractor shall transfer title and deliver in the manner and to the extent directed by the Contracting Officer, any completed or partially completed goods, drawings, information, and contract rights as the Contractor has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Authority has an interest.

- (d) If the Authority terminates for default, an equitable adjustment in the price provided for in the Agreement shall be made, but:
 - (1) No amount shall be allowed for anticipated profit on unperformed services or other work; and
 - (2) Any payment due to the Contractor at the time of termination for completed work delivered to and accepted by the Authority shall be at the prorated portion of compensation provided for in the Agreement, and may be adjusted to the extent of any damages, costs or losses of any other kind the Authority incurs because of the default. The Authority may withhold from amounts otherwise due to the Contractor for any completed work such sum as the Contracting Officer determines to be necessary to protect the Authority against any loss because of outstanding liens or claims of former lien holders.

- (e) If, after Notice of Termination of the Agreement under the provisions of this Section, it is determined for any reason that the Contractor was not in default under the provisions of the Agreement, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to part 6.2 of this Section, that is, as if Termination for Convenience has taken place.

- (f) The rights and remedies of the parties provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Agreement.
- (g) In the event of a Dispute with respect to: (i) the amount of damages to which the Authority is entitled as a result of a Termination under this Section (6.1); (ii) the equitable adjustment, if any, made to the Agreement as a result of a Termination under this Section (6.1); or (iii) an assertion by the Contractor that Termination under this Section (6.1) was in substance a termination for convenience under part 6.2 of this Section, such Dispute shall be subject to Part 9 of these General Provisions. Nothing contained in this Section (g) shall limit (or be construed to limit) the application of Part 9 to any particular class or type of Dispute.

6.2 Termination for convenience provision

- (a) In addition to the procedures described in part 6.1 of this Section, the Authority may terminate the Agreement for its convenience, in whole, or in specified part, for a reason or no reason whatsoever. Such termination shall be in writing ("Notice of Termination for Convenience"). However, no such termination may be affected unless the Contractor is given:
 - (1) Written notice to terminate (delivered by hand or certified mail, return receipt requested) no less than five (5) days before the date of termination; and,
 - (2) An opportunity for consultation with the Authority before termination.

Any such termination shall be effected by delivery of a Notice of Termination for Convenience, to the Contractor, specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

- (b) After receipt of a Notice of Termination for Convenience issued pursuant to this, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - (1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination for Convenience.
 - (2) Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work that is not terminated.
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination for Convenience.

- (4) Assign to the Authority, in the manner, at the times, and to the extent directed by the Contracting Officer, all rights, title and interest of the Contractor under the orders and Subcontractors so terminated, in which case the Authority shall have the right, in its sole and absolute discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the prior written approval or ratification by the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Section.
- (6) Transfer title to the Authority and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - (A) The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination for Convenience; and
 - (B) The completed, or partially completed plans, drawings, information and other property which, if the Agreement had been completed, would have been required to be furnished to the Authority.
- (7) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in Subparagraph (6); provided, however, that the Contractor:
 - (A) Shall not be required to extend credit to any purchaser;
 - (B) May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer; and
 - (C) Provided further, that the proceeds of any such transfer or disposition shall be approved in reduction of any payments to be made by the Authority to the Contractor under the Agreement, or shall otherwise be credited to the price or cost of the work covered by the Agreement and paid in such other manner as the Contracting Officer may direct.

- (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination for Convenience.
- (9) Proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Section.
- (10) Submit to the Contracting Officer a list, at any time after expiration of the Plant Clearance Period, certified as to quantity and quality, for all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Authority to remove such items or enter into a storage agreement governing them. Not later than ten (10) days thereafter, the Authority will accept title to such items and remove them or enter into a storage agreement covering the same; provided, however, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

"Plant Clearance Period" means, for each particular property classification (such as raw materials purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending forty-five (45) days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to in writing by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

- (c) After receipt of a Notice of Termination for Convenience, the Contractor shall submit to the Contracting Officer a claim setting forth the amount believed to be due the Contractor, in the form with the certification and all supporting documentation prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such ninety (90) day period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such delay, he may receive and act upon

any such termination claim at any time after such ninety (90) days or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Authority's procedures in effect as of the date of execution of the Agreement, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- (d) Subject to the provisions of part (c) of this Section, and subject to any review required by the Authority's procedures in effect as of the date of execution of the Agreement, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the amounts indicated in the Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in part (e) of this Section prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amounts to be paid to the Contractor by reason of the termination of work pursuant to this Section 6.2, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Section 6.2.
- (e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in part (d) of this Section, upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Section 6.2, the Authority shall pay to the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed upon in accordance with part (d):
 - (1) for completed work and services accepted by the Authority, the price or prices specified in the Agreement for such work, less any payments previously made; plus
 - (2) with respect to services or work begun but not completed, the total of -
 - (A) the costs incurred in the performance of the work and services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs

attributable to the work and services paid or to be paid for under Section 6.2(e)(1);

- (B) the cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Section 6.2(b)(5), which are properly chargeable to the terminated portion of the Agreement, exclusive of amounts paid or payable on account of work or services delivered or furnished by Subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Section 6.2(e)(1); and
 - (C) a sum, as profit determined by the Contracting Officer to be fair and reasonable, provided however, that if it appears that Contractor would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed under this Subparagraph (c) and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss; and
 - (D) the reasonable cost of the preservation and protection of property provided that costs are actually incurred, and any other reasonable costs incidental to the termination of work under the Agreement, including expenses incidental to the determination of the amount due to the Contractor as a result of the termination of work under the Agreement.
- (3) and less the amounts indicated in Part (h) of this Section.
- (f) The total sum to be paid to the Contractor under Sections 6.2(e)(1) and 6.2(e)(2) shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated. Except for normal spoilage, and except to the extent that the Authority shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under Section 6.2(e)(2), the fair value, as determined by the Contracting Officer, of property which is destroyed, lost stolen, or damaged so as to become undeliverable to the Authority or a buyer pursuant to Section 6.2(b)(7).
 - (g) The Contractor shall have the right of appeal under Part 9 of these General Provisions from any determination made by the Contracting Officer under Section 6.2(c) or 6.2(e), except that if the Contractor has failed to submit his claim within the time provided in Section 6.2(c) and has failed to request extension of such time, the Contractor shall have no such right to appeal. In any case where the Contracting Officer has made a

determination of the amount due under Section 6.2(c) or 6.2(e), the Authority shall pay to the Contractor:

- (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or
 - (2) If an appeal had been taken, the amount finally determined on such appeal.
- (h) In arriving at the amount due the Contractor under this Section there shall be deducted:
- (1) All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Agreement;
 - (2) Any claim which the Authority may have against the Contractor in connection with the Agreement; and
 - (3) The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this part and not otherwise recovered by or credited to the Authority.
- (i) To the extent the partial termination has materially increased the Contractor's cost of performance for the remaining work, the Contractor shall be entitled to an equitable adjustment to the terms of the Agreement.
- (j) The Authority may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Agreement whenever, in the opinion of the Contracting Officer, the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this part, such excess shall be payable by the Contractor to the Authority upon demand, together with interest computed at a rate equal to the prime rate plus three percent (3%) per annum for the period from the date such excess is received by Contractor to the date on which such excess is repaid to the Authority; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

6.3 Stop work order provision

Whenever the Authority deems it advisable, the Authority may issue a stop-work order. The stop-work order shall include: (1) a description of the work to be suspended; (2) instructions concerning the Contractor's issuance of further orders for materials or services; (3) guidance to the Contractor on action to be taken on any subcontracts; and (4) other suggestions to the Contractor for minimizing costs. Promptly after issuing the stop-work order, the Authority shall discuss the stop-work order with the Contractor and modify the order, if necessary, in light of the discussion. As soon as feasible after a stop-work order is issued, but before its expiration, the Authority shall take appropriate action to (i) terminate the Agreement; (ii) cancel the stop-work order; or (iii) extend the period of the stop-work order if necessary. If the stop work order is not the result of a default by the Contractor, and then only to the extent necessary, an equitable adjustment to the Agreement shall be made to reflect any increased costs incurred by the Contractor as a result of such stop work order.

PART 7 AUDIT

7.1 Inspection for supplies and services provision

- (a) To the extent applicable or appropriate, the Authority may, in its sole discretion, enter the place of business of the Contractor or the place of business of any Subcontractor in order to inspect or test supplies or services for acceptance by the Authority. If inspections and tests are performed at the place of business of the Contractor or any Subcontractor, the inspections and tests shall be performed in a manner so as to not unduly delay the work. Inspections and tests by the Authority shall not relieve the Contractor or any Subcontractor of responsibility for defects or other failures to meet contract requirements, and shall not constitute or imply acceptance.
- (b) Notwithstanding the Authority's acceptance of any product or service delivered by the Contractor, the Contractor shall remain liable for latent defects, fraud, gross mistakes amounting to fraud and the Authority's rights under any implied or express warranty or guarantee.
- (c) The Authority shall have the right to enter the place of business of the Contractor or the place of business of any Subcontractor in order to investigate any contractor or offeror with respect to a debarment or suspension of such contractor or offeror.

7.2 Retention of records provision

- (a) The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in

accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Agreement.

- (b) The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Authority and the required cost submissions in effect on the date of execution of the Agreement.
- (c) The Authority, the Inspector General, the District of Columbia Financial Responsibility and Management Assistance Authority, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.
- (d) The Contractor agrees to include the wording of this Section in all its subagreements and all its Subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to project performance.
- (e) Audits conducted pursuant to this Section will be in accordance with generally acceptable auditing principles and established procedures and guidelines of the applicable reviewing or audit agency.
- (f) The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Authority. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (g) The Contractor shall preserve all records described herein from the effective date of the Agreement completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any Dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such Dispute, appeal, litigation, claim or exception.

PART 8 PROCUREMENT INTEGRITY

8.1 Anti-competitive practices and anti-kickback provision

- (a) The Contractor recognizes the need for markets to operate competitively and shall observe and comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices which reduces or eliminates competition or restrains trade. The Authority shall report to the appropriate authority any activity, that evidences a violation of the antitrust laws and take such other further action to which it is entitled or obligated under the law.

- (b) The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, the Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor or a Subcontractor of the Contractor to the Authority. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Authority may take any recourse available to it under the law for violations of this anti-kickback provision.

- (c) The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Agreement.

8.2 Cost principles provision

In the event that any cost or price information provided in the Contractor's bid, any best and final offer or during negotiations was inaccurate, incomplete or not current (collectively, "Inaccurate Price Information"), then the price of the services or goods provided under the Agreement, including profit or fee, shall be adjusted to exclude any significant price increase that occurred as a result such Inaccurate Price Information. In the event that the Contractor fails to agree on any such reduction, such Dispute shall be subject to Part 9 of these General Provisions

8.3 Covenant against contingent fees provision

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose

of securing business. For breach or violation of this warranty, the Authority shall have the right to terminate the Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage of contingent fee.

8.4 Debarment and suspension provision

The Contractor recognizes that the debarment and suspension provisions set forth in Section 5341 of the Procurement Regulations promulgated by the Authority, as they may be amended, substituted or replaced from time to time, apply to the Agreement.

8.5 Gratuities and officers not to benefit provision

- (a) If it is found, after notice and hearing, by the Authority that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any official, employee or agent of the Authority or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Agreement, the Authority may, by written notice to Contractor, terminate the right of Contractor to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Agreement.
- (b) In the event the Agreement is terminated as provided in Part (a) of this Section, the Authority shall be entitled:
 - (1) to pursue the same remedies against Contractor as it could pursue in the event of a breach of the Agreement by Contractor; and
 - (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall be not less than ten times the costs incurred by Contractor in providing any such gratuities to any such officer or employee.
- (c) No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Authority shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and all agreements entered into by the Contracting Officer in which he or any officer or employee of the Authority shall be personally interested as well as all agreements made by the Authority in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such agreements by the Authority or by

any officer thereof; but this provision shall not be construed or extend to the Agreement if made with a corporation for its general benefit.

PART 9 DISPUTES PROVISION

(a) The provisions of this Section 9 shall constitute the Contractor's sole means for challenging or disputing any determination, order or other action of the Contracting Officer under or relating to the Agreement or otherwise asserting against the Authority any claim of whatever nature arising under, or in any way relating to, the Agreement (any such challenge or assertion by Contractor shall be herein referred to as a "Dispute").

(b) In the event a Dispute arises, the Dispute shall promptly be brought to the attention of the Contracting Officer. The Contractor and the Contracting Officer shall attempt to resolve the Dispute by mutual agreement after informal discussions between the Contractor and the Contracting Officer.

(c) In the event that the parties are unable to reach a mutually acceptable resolution of any Dispute, the Contracting Officer shall issue a final determination setting forth the relief, if any, to which the Contracting Officer believes the Contractor or the Authority is entitled. Such determination shall be final and binding upon the parties unless it is challenged in accordance with the Authority's procurement regulations. The Contractor acknowledges and agrees that the dispute resolution process established in the Authority's procurement regulations shall be its sole remedy by which to challenge the Contracting Officer's determination.

PART 10 FORCE MAJEURE

In the event that performance of any duty or obligation hereunder is affected by a Force Majeure Event, then the party so delayed shall may delay its performance by to the extent required (but only to the extent required) to accommodate such Force Majeure Event. As used herein, the term Force Majeure Event shall mean when a party is unable to comply with its obligations hereunder due to an occurrence beyond its control and not a result of fault or negligence including, but not limited to the following: (i) acts of God, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes or labor disputes on a region or nationwide basis (but not strikes or labor disputes unique to the party or the project); (ii) action or inaction of legislative, judicial, or regulatory agencies, or other proper authority; (iii) acts of third parties (other than contractor, subcontractor, subconsultant, or material supplier of the party); or (iv) any occurrence beyond the party's control; provided, however, that any event caused by the negligence or willful act of the party or which could have prevented or reasonably anticipated by the party shall not constitute an event of Force Majeure; and, provided, further, that in no event shall an increase (whether anticipated or unanticipated) in the costs of performance constitute a Force Majeure Event. If a party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, it shall immediately provide notice to the other

party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party shall exert its best efforts to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

PART 11 MISCELLANEOUS

11.1 Assignment and waiver provision

- (a) The Contractor shall not use any Subcontractor unless such Subcontractor is approved by the Contracting Officer. The Agreement may not be assigned by the Contractor, and the Contractor shall take full responsibility for, and actively participate in, all work provided for the Contractor herein from date of notice to proceed until the services have been completed and accepted by the Authority.
- (b) The Contractor acknowledges that, in entering into the Agreement, the Authority is relying on the particular qualifications of the Contractor and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Agreement except in accordance with part (a) of this section.
- (c) If the Authority waives any power, right, or remedy arising under the Agreement or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events; nor shall any action or non-action by the Authority be construed as a waiver of any provision of the Agreement *nor any breach thereof* unless the same has been expressly declared or recognized as a waiver by the Contracting Officer in writing.

11.2 Permits and responsibilities provision

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal and District of Columbia laws, codes, and regulations applicable to the performance of the work.

11.3 Shipping instructions provision

The Contractor shall bear the full expense and risk of loss of shipping and tendering any goods required to be shipped and delivered to the Authority under the Agreement, as those terms are understood by the Uniform Commercial Code (D.C. Code § 28:2-100, *et seq.*). The Authority may provide the Contractor with instructions as to the manner of shipping and delivering goods to the Authority, to include, but not be limited to, the time, place and manner of the delivery of goods; provided, however, that in the event the Authority provides the Contractor with instructions as to the manner of delivery, the

Authority shall bear the risk of loss if the goods are shipped in accordance with such instructions.

11.4 Patents provision

- (a) If the Agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under the Agreement, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 CFR, Part 30 in effect on the date of execution of the Agreement and other relevant provisions affecting the terms and conditions of the disposition of rights provided for by Part 30. In such case, the Contractor shall report the discovery or invention to the Authority and shall otherwise comply with the Contractor responsibilities in accordance with Subpart D of 40 CFR, Part 30. The Contractor shall include appropriate patent provisions to achieve the purpose of this Section in all subagreements involving research, development, experimental, or demonstration work.
- (b) Except as otherwise provided, the Contractor agrees to indemnify the Authority and its directors, officers, agents, and employees against liability including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is not or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Agreement or out of the use or disposal, by or for the account of the Authority, of supplies furnished or construction work performed under contracts developed under requirements of the Agreement.

11.5 Indemnification provision

The Contractor shall indemnify and hold harmless the Authority, its General Manager and all of its directors, officers, agents, servants, employees, attorneys and agents against any and all claims or liability in connection with, arising out of, or resulting from a breach of any provision of the Agreement (including, but not limited to, any representation or certification made or delivered in connection with the Agreement), or any negligent act, error, omission or fault of the Contractor, its employees, or its Subcontractors in the performance of, or in connection with, any services required or performed under the Agreement.

11.6 Responsibility for goods provision

To the extent applicable, title to goods furnished under the Agreement shall pass to the Authority upon formal acceptance, regardless of when or where the Authority takes physical possession, and risk of loss of or damage to goods shall remain with the Contractor until, and shall pass to the Authority upon, the acceptance by the Authority or delivery of the supplies to the Authority. The foregoing shall not apply to supplies that

so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with Contractor until cure or acceptance. The Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Authority acting within the scope of their employment.

11.7 Tax exemption provision

Any tax exemptions applicable to the District of Columbia, including the gross receipts sales tax exemption for the sale of tangible personal property to the District, codified in D.C. Code § 47-2005, shall apply to the performance of this Agreement.

11.8 Rights and remedies

The parties' rights and remedies provided in these General Provisions are in addition to any other rights and remedies provided by law, in equity or the Agreement.

11.9 Parties to the agreement

Neither the United States of America nor the District is a party to the Agreement, nor shall they be liable for any of the obligations created under the Agreement.

11.10 Appointment of attorney provision

The Contractor hereby irrevocably appoints the Clerk of the Superior Court of the District of Columbia as its attorney in fact for service of process for any claim arising from the work to be performed under the Agreement. Notwithstanding the preceding sentence, the parties agree that service of process may be effected by delivery by certified or registered mail, return receipt requested, to the appropriate agent or representative.

11.11 Changes in financial condition provision

The Contractor represents that there has been no materially adverse change in its financial condition since the submission by the Contractor of its proposal in response to its Bid. If during the course of its services under the Agreement, the Contractor shall fail to have the ability to pay debts as they become due, or voluntarily file a petition under any Federal or state statute relating to bankruptcy, insolvency, arrangements or reorganizations, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if the Contractor shall fail to obtain a stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Contractor within ninety (90) days of such petition, or if the Contractor shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Contractor or the Contractor's property, or if the property of the Contractor shall become subject to the jurisdiction of a bankruptcy court, or if the Contractor shall make an assignment for the benefit of the Contractor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of the Contractor's assets and such seizure is not discharged within ten (10)

days after the occurrence of same, then, within forty-eight (48) hours following the occurrence of any of the foregoing events, the Contractor shall provide the Authority with notice of the occurrence of the event. Upon the occurrence of any of these events, the Authority may invoke any rights or remedies permitted under the Agreement, including, but not limited to, the Authority's rights of termination detailed in Part 6 of these General Provisions, and/or any other applicable provision of law. The Contractor agrees to indemnify and hold harmless the Authority from all costs or expenses, including but not limited to reasonable attorneys' fees, incurred by the Authority in connection with the events described in this subsection.

11.12 Funding limitation provision

The obligations of the Authority to fulfill financial obligations pursuant to this Contract (including any indemnity obligation) are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2006 Repl.) ((i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code §§ 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Contract shall create an obligation of the Authority in anticipation of an appropriation by Congress for such purpose, and Authority legal liability for the payment of any amounts under this Contract shall not arise or obtain in advance of the lawful availability of funds for such purpose. No Authority official or employee is authorized to obligate or expend any amount under this Contract unless such amount has been appropriated by act of Congress or is otherwise lawfully available. This Contract is subject to termination by the Authority at any time if sufficient appropriations are not made available by act of Congress; provided, however, that the determination of whether sufficient appropriations are available shall be made by the Authority in its sole discretion. Any termination of this Contract pursuant to this Section shall be a termination for convenience by the Authority, subject to the respective terms and conditions therein.

11.13 Social Media Provision

Social media includes but is not limited to blogs, Facebook, YouTube, telephonic group communication such as Instagram and Twitter, chat rooms, discussion groups, newsgroups, listservs, video, images, wiki pages, electronic and print communication formats, private or public websites or other similar forms of online forums or distribution, etc. The Contractor shall comply with other District of Columbia Water and Sewer Authority's (DC Water) policies when using social media—if use of social media would violate any of DC Water's existing policies or provisions in another forum, it will also violate them in a social media forum.

Contractors shall, when participating in social media sites and/or engaging in other forms of Internet use on and off duty, refrain from posting or distributing any of the following:

- (a) Anything that may harm the goodwill or reputation of DC Water or any disparaging information about DC Water.
- (b) Any disparaging, discriminatory, or harassing information concerning any customer, employee, vendor or other person associated with DC Water. DC Water's policies prohibiting harassment apply online as well as offline.
- (c) Any proprietary or confidential information, trade secrets, or intellectual property of DC Water or of third parties in DC Water's custody, including trademarks and logos, information relating to finances, research, development, marketing, customers, operational methods, plans, and policies; or anything that would threaten the security of the drinking water supply or wastewater treatment process if made public.
- (d) Pictures or video of DC Water office settings.
- (e) Pictures or video of contractors wearing DC Water logo apparel or using DC Water equipment.
- (f) Any private information relating to a customer, employee, or vendor of DC Water.
- (g) Unlawful conduct using social media, such as violations of security laws, invasion of privacy, impersonating a person or entity, etc.

If the Contractor uses social media with respect to any aspect of DC Water, the Contractor must clearly identify themselves as a contractor, shall not claim or imply that they are speaking on DC Water's behalf, and include a disclaimer that "the views expressed are mine alone and do not necessarily reflect the views of the DC Water and shall not be deemed representations by DC Water." DC Water reserves the right to request that the Contractor avoid certain subjects, withdraw certain posts, and remove inappropriate comments, and the Contractor shall comply. The Contractor shall not use DC Water's name, logo or likeness in any form of publicity, or to release to the public any information relating to the work to be performed, goods to be provided, or otherwise disclose or advertise that the Contractor has entered into a contract with DC Water, except with prior written approval by the DC Water Chief of External Affairs or designee.

The Contractor shall be mindful to use social media, even on personal time, because the Contractor's online comments and postings can impact DC Water. This provision applies regardless of where or when Contractors post or communicate information online or

publicly. It applies to posting and online activity at work, home, or other location and while on duty and off duty. DC Water reserves the right to monitor and access any information or data that is created or stored using DC Water's technology, equipment or electronic systems, including without limitation, e-mails, internet usage, hard drives and other stored, transmitted, or received information. Contractors shall have no expectation of privacy in any information or data (i) placed on any DC Water computer or computer-related system or (ii) viewed, created, sent, received or stored on any DC Water computer or computer-related system, including, without limitation, electronic communications or internet usage.

Contractors who violate DC Water's social media provisions may be subject to action up to and including termination, civil liability and/or criminal charges against the Contractor and/or Contractor's employees.

PART 12 ECONOMIC OPPORTUNITY

12.1 Economic opportunity

It is the Authority's policy and goal to encourage meaningful economic participation in its contracting activities by those individuals and businesses that have been historically excluded from public contracting. It is also the Authority's policy and goal to encourage participation by local, small and disadvantaged business enterprises in its contracting activities.

12.2 Federally funded contracts

If this Agreement is funded, in whole or in part, by the Environmental Protection Agency ("EPA"), the Contractor must comply with the EPA's Disadvantaged Business Program.

12.3 Authority funded contracts

If this Agreement is funded by the Authority's discretionary funds, the Contractor shall comply with the Authority's Local, Small and Disadvantaged Business Enterprise program.

PART 13 INSURANCE REQUIREMENTS

13.1 General Requirements

Prior to commencement of any Contract work of any nature, and in addition to other insurance, bonds or securities required by law or under Contract terms, the Contractor shall procure and maintain, during the life of the Contract all required insurance coverages described in this part 13.

13.2 Commercial General Liability

The Contractor shall furnish evidence satisfactory to the Authority that, with respect to the operations performed by the contractor, the contractor carries, on behalf of the contractor, insurance to cover all claims for damages for personal injury, bodily injury, including wrongful/accidental death, as well as from claims for property damage, which may arise out of operations performed in connection with the Contract. The amount of such insurance shall not be less than:

- (a) Limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate
- (b) \$2,000,000 Products/Completed Operations Aggregate
- (c) \$1,000,000 Personal Injury
- (d) \$100,000 Fire Damage (Any One Fire)
- (e) The policy must reflect coverage for Contractual Liability and Independent Contractors as well as a Per Project/Location Aggregate endorsement.

13.3 Business Automobile Insurance

The Contractor shall furnish evidence satisfactory to the Authority that the Contractor carries insurance written in comprehensive form that shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle(s), and shall cover operations on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The Combined Single Limit for Bodily Injury and Property Damage Liability shall not be less than \$1,000,000 Each Accident.

13.4 Workers' Compensation Insurance

The Contractor shall submit certification that he carries Statutory Workers' Compensation and Employer's Liability Insurance, and will maintain such insurance for the entire term of the Contract.

13.5 Umbrella Liability Insurance

The Contractor shall procure and maintain in force until Final Acceptance of the work performed an Umbrella Liability Policy. This insurance shall protect the contractor against all claims in excess of limits provided under the Workers' Compensation and Employer's Liability, Business Automobile Liability, and General Liability Policies. The limits of the Umbrella Liability Policy shall not be less than \$3,000,000 written on a following form basis.

13.6 Professional Liability Insurance

The Contractor shall procure and maintain in force until Final Acceptance of the work performed, Professional Liability Insurance which will pay for injuries arising out of error or omissions in the rendering or failure to render professional services or perform work under the contract, in the amount of \$1,000,000.

13.7 Primary Insurance Wording

The Contractor shall state on the Certificate of insurance that the Commercial General Liability Policy is primary over any and all other available insurance under this contract as respects liability arising out of the contractors/subcontractors operations.

13.8 Additional Insured Wording

The Certificate of Insurance shall state: The District of Columbia Water and Sewer Authority, its officers, elected and appointed officials, and employees shall be named as additional insured as respects liability arising out of the contractor's/subcontractor's operations.

13.9 Cancellation Clause and Material Alterations

The insurance coverage proved by all policies shall not be cancelled or materially altered for any reason whatsoever unless the Contractor or Insurer provides (30) days advance written notice to the Authority of any contemplated action.

13.10 Proof of Insurance

All insurance shall be purchased from a company or companies authorized to do business in the District of Columbia. The contractor shall furnish the Contracting Officer or his or her designee with a Certificate of Insurance indicating that the Contractor has in force all the required insurance coverage. The Certificate of Insurance shall include the required "additional insured" wording, (30) day notice of cancellation clause, as well as the "primary insurance" wording. This proof of insurance is to be provided prior to the commencement of any work.

13.11 Risk

The Contractor assumes all risk for direct damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any negligent action, omission, commission or negligent operation under the Contract, or in connection in any way whatsoever with the Contractor's negligence in the performance of contracted work.

13.12 Liability

No acceptance or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.