



Downtown DC Pocket Park Initiative Landscape Concept Design Services

REQUEST FOR QUALIFICATION (RFQ)

Release Date of RFQ: Monday September 14th, 2026

Submission Deadline: Friday October 23rd, 2026 @ 11:59pm

Contract Administrator: Sojung Kim, Planning & Econ Development Associate
Sojung@downtowndc.org / (202) 704-8662

**ALL APPLICATIONS MUST BE SUBMITTED ELECTRONICALLY.
INCOMPLETE APPLICATIONS OR APPLICATIONS SUBMITTED AFTER THE
SUBMISSION DEADLINE WILL NOT BE ACCEPTED.**

The DowntownDC Foundation (“**Foundation**”) and DowntownDC Business Improvement District Corporation (“**DowntownDC BID**,” collectively, together with the Foundation, the “**BID**”) are requesting proposals (“**Proposals**”) from qualified landscape architecture and design firms (“**Respondent**” or “**Design Firm**”) for the development of design concepts for seven (7) underutilized federally-owned parks (“**Pocket Parks**”) in Downtown DC. This Pocket Parks concept design initiative represents a strategic investment in the design, planning, and long-term stewardship of small but highly impactful urban green spaces in Downtown DC. The BID is interested in exploring active recreation options and other design potential for these parks, collect and incorporate public and stakeholder feedback in design refinement, and utilize the final concepts to establish a capital campaign to realize the proposed designs (“**Pocket Park Initiative**”).

Respondents should demonstrate their relevant previous experience, ability to provide best-in-class design services, and administrative capacity necessary for the successful completion of the Work, as outlined in the RFQ.

The BID anticipates issuing awards to four (4) qualified Respondents by **November 12th, 2026**. Each Design Firm will receive an honorarium of **\$15,000** to support the development of high-quality, site-responsive concepts for their assigned Pocket Park(s). Each Design Firm will be eligible for a reimbursement of travel expenses to offset costs associated with required in-person meetings, site visits, presentations, and public engagement activities.

Respondents will be invited to present their concepts at public forums and/or future events to help build excitement and momentum for the realization of the concepts.



ABOUT THE FOUNDATION & BID

The DowntownDC BID is a private, non-profit organization that provides capital improvements, resources, and research to keep the BID area clean, safe, economically, environmentally strong, and accessible. The DowntownDC Foundation is the BID's 501c3 entity and supports the BID's major philanthropic efforts, including Franklin Park, the Downtown Day Services Center ("DDSC"), public space activation and improvements, and more. The mission of the BID, with the support from the Foundation, is to be a catalyst, facilitator, and thought leader in diversifying the economy, promoting public/private partnerships, and enhancing the Downtown DC experience for all.

The DowntownDC BID area encompasses approximately 140 blocks, stretching from the White House to Union Station and the National Mall to the Walter E. Washington Convention Center. Specifically, these boundaries are 16th Street NW and the White House grounds to the west, North Capitol Street NW to the east, Constitution Avenue and Louisiana Avenue NW to the south, and Massachusetts Avenue NW to the north (and the area surrounding the Walter E. Washington Convention Center).

1. PROJECT DESCRIPTION & BACKGROUND

In 1997, the DowntownDC BID was founded as the District's first private nonprofit place management organization, focused on public space beautification, event activations, and clean and safe services to Downtown DC. Over the course of nearly three decades, the BID has partnered with businesses, community organizations, and government agencies to steward downtown's public parks and enhance the sense of place and community.

The BID's long-term partnership with the National Park Service ("**NPS**") demonstrates its commitment and capacity to service the 32 NPS-owned public parks within the BID area. Through this sustained collaboration, the BID has developed deep relationships with local NPS leadership and has played a key role in initiatives such as the redevelopment of Franklin Park. Since 2022, Franklin Park has been operated by the BID under a Cooperative Management Agreement ("**CMA**"), and the BID continues to support maintenance and operations of NPS parks and holdings. Additionally, the Philanthropic Partnership Agreement ("**PPA**") between NPS and the BID allows for design and capital campaign efforts that are intended to beautify and improve NPS parks. The PPA provides a legal framework for the Pocket Parks to move from design and construction to long-term management and oversight by the BID.

In 2017, NPS published the Small Parks Management Strategies Plan, which recommended the agency dispose of smaller assets that are not highly aligned with NPS missions and values. Many of these smaller assets are located in the DowntownDC BID area and are well-positioned to become enhanced and activated public spaces that serve Downtown DC's residents, tourists, and workers.

The importance of well-activated and amenitized public green spaces is a well-recognized need as part of downtown's transformation and continued economic development goals in the post-pandemic era. Multiple District- and BID-led planning efforts, including the Downtown Action Plan (2024), Office of Planning Downtown Public Realm Plan (2024) and the Downtown DC Parks Master Plan (2023), envision well-designed park spaces with active recreation uses that serve a broad array of users. Many, if not most, smaller federally-controlled green spaces throughout the District are intended for passive use, with limited accommodations beyond seating, shade and the occasional water element. With the Downtown Action Plan calling for 15,000 new residents in Downtown DC by 2033, now more than ever



it is essential to reimagine these passive green spaces for active uses that will be needed to serve current and future users beyond conventional 9-5 office workers.

While it is still important to offer a calm and shady respite for a worker to enjoy one's lunchbreak, it is essential that other amenities, such as dog parks, playgrounds, exercise spaces and performance stages, among others, are provided in Downtown DC to mirror those offerings in newer, more mixed-use neighborhoods.

The BID is leading a multi-phase initiative in partnership with local stakeholders, elected officials, agency leaders and other community members to reimagine seven (7) underutilized federally-owned Pocket Parks in Downtown DC, organized into four (4) groups ("**Pocket Park Group**"):

- 1) **Herald Square**
 - a. Reservation 172
 - b. Reservation 172B
- 2) **New York Ave Triangle**
 - a. Reservation 173
- 3) **The Carnegie Twins**
 - a. Reservation 70
 - b. Reservation 175
- 4) **The Bowties**
 - a. Chinatown Park (Reservation 72)
 - b. Milian Park (Reservation 74)

These Pocket Parks were primarily selected for this initiative because: 1) they do not contain existing historic assets or monuments, and 2) they are currently underutilized despite their proximity to existing assets and high levels of pedestrian activity.

This RFQ is centered on the concept design and public engagement phase of the Pocket Park Initiative. Respondents will produce implementable, site-specific design concepts that respond to physical constraints, create active recreational resources for a growing residential population and align with the Downtown Action Plan, OP Public Realm Plan and DowntownDC Parks Master Plan, among other planning visions. The BID hopes that each Pocket Park Group could realize a transformational design within a \$250,000 - \$1,000,000 budget per group.

Public participation is of paramount importance to this design effort. The BID will work with an advisory board made up of 14-17 representatives from the private and public sector ("**Advisory Board**") to help inform the design process and ensure that the final designs meet over-arching neighborhood and planning goals. The BID will also convene a group of ~50-60 community stakeholders of various backgrounds ("**Key Stakeholder Group**") for one in-person meeting to provide direct design input. Finally, the BID will develop an online survey to solicit feedback on designs from the general public.

The civil engineer of record, Wiles Mensch ("**Civil Engineer**"), will complete existing condition surveys of the Pocket Parks under an existing contact with the BID. Design Firms will have access to both PDF and CAD versions of these plans following the selection process.



2. SITE LOCATIONS & DESCRIPTIONS

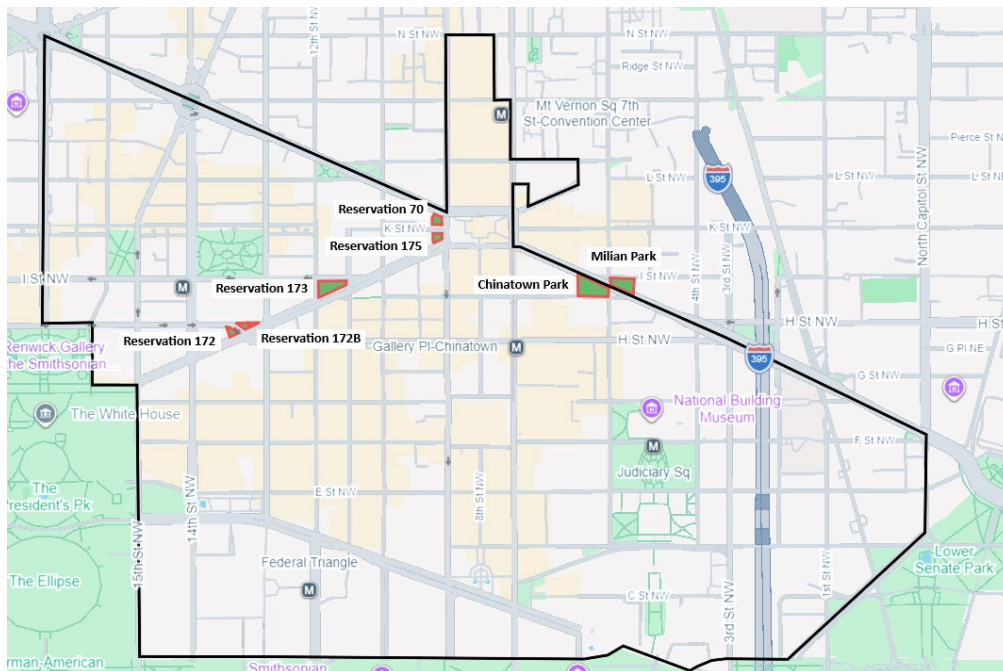
The seven (7) Pocket Parks are characterized as Triangle & Bowtie Parks or View Parks as defined in the 2023 DowntownDC Parks Master Plan. Triangle & Bowtie Parks are open spaces that are 21,780 square feet or smaller and typically take the form of a triangle or bowtie-shape. View Parks are defined as the smallest open space type, typically smaller than 4,356 square feet. While View Parks are often too small for typical park activities and programming, they serve as valuable connection points for their adjacent blocks and present opportunities for creative enhancements and improvements.

The DowntownDC Parks Master Plan included extensive stakeholder engagement and site observations to establish community-informed visions and recommendations for the future of Downtown DC's parks and open spaces. **Design Firms should build upon this prior effort and incorporate relevant community feedback¹ and Pocket Park site observations² into their design process.**

For the purposes of this design initiative, the seven (7) Pocket Parks have been categorized into four (4) Park Groups. Design deliverables and presentations will be organized for each Pocket Park Group.

PLEASE NOTE: Respondents should clearly state in their proposal for which Pocket Park Group(s) they wish to be considered. Respondents interested in more than one group should rank their preferences accordingly. If a Respondent is not selected for their first-choice group, they will be considered for their next preference. Please only rank Groups that you wish to pursue. **Only one Respondent will be awarded per Pocket Park Group.**

DowntownDC Pocket Park Site Locations



¹ DowntownDC Parks Master Plan Appendix D: Community Engagement and Presentations & DowntownDC Parks Master Plan Appendix E: Survey Summaries and Results

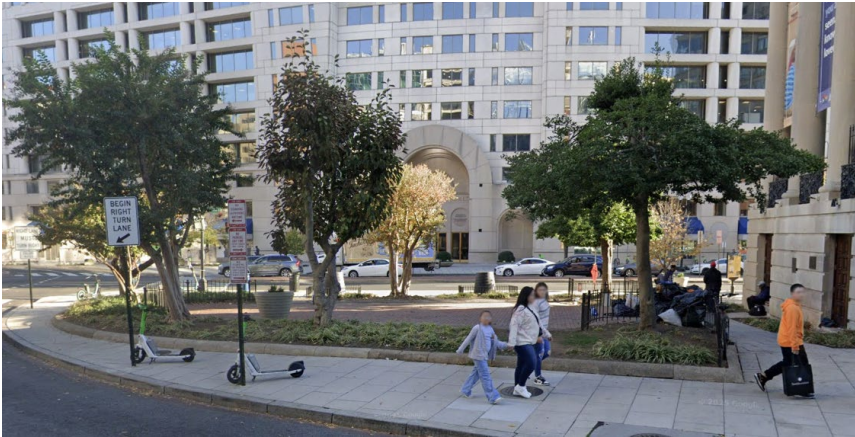
² DowntownDC Parks Master Plan Appendix A: Open Space Inventory

2.1 Pocket Park Group A: Herald Square

The Herald Square Pocket Parks represent the smallest park typology in Downtown DC. The two Parks, Reservations 172 and 172B, are currently limited in their function as activated public spaces. Reservation 172, located adjacent to the Downtown Day Services Center (DDSC), faces challenges with maintaining a clean, welcoming, and accessible environment. Reservation 172B is used to provide outdoor dining seating for the adjoining restaurant.

Community feedback from the Downtown DC Parks Master Plan recommends leveraging art and decorative lighting as a placemaking tool and creating a more pedestrianized experience between the Herald Square Pocket Parks. These Parks are also uniquely positioned to elevate the New York Avenue Sculptures, which extends from 9th to 13th St NW along the Avenue's medians.

Reservation 172:



Location: Reservation 172 is approximately 3,920 square feet, located in front of the Downtown Day Services Center (DDSC) between New York Avenue NW and H Street NW.

Reservation 172B:



Location: Reservation 172B approximately 1,306 square feet, located directly east of Reservation 172 and located in front of the Herald Square Building at 1307 New York Ave NW.

2.2 Pocket Park Group B: New York Ave Triangle

This New York Ave Triangle is located opposite CityCenter and The Park at CityCenter DC, its privately managed park. The Park and adjoining sidewalk have high daily foot traffic. The Park is utilized by a mix of people, many of whom sit or lay down on the benches for extended periods. Most of the Park area is passive green space with limited seating. There are also benches located in the right-of-way to the south of the Park that could be repurposed for another use.

Community feedback from the Downtown DC Parks Master Plan recommends realizing the potential for the New York Ave Triangle to become a regularly visited neighborhood park that serves a growing residential base. Potential elements that can support this vision may include designated dog areas, playground and other play features, and improved lighting and safety measures.

Reservation 173:



Location: Reservation 173 is approximately 13,068 square feet, bounded by New York Avenue NW and I Street NW between 11th and 12th Street NW.

2.3 Pocket Park Group C: The Carnegie Twins

The Carnegie Twins are two small green spaces to the west of Carnegie Square. Both have minimal public space elements, such as benches, shade trees, and pathways. Despite their adjacency to a restaurant and church, they are both largely underutilized. Although the Twins are likely not big enough for large public park interventions, their proximity to the Convention Center and central location at the intersection of multiple major thoroughfares provide opportunities for high visibility and foot traffic at the northern gateway to the Downtown DC core.

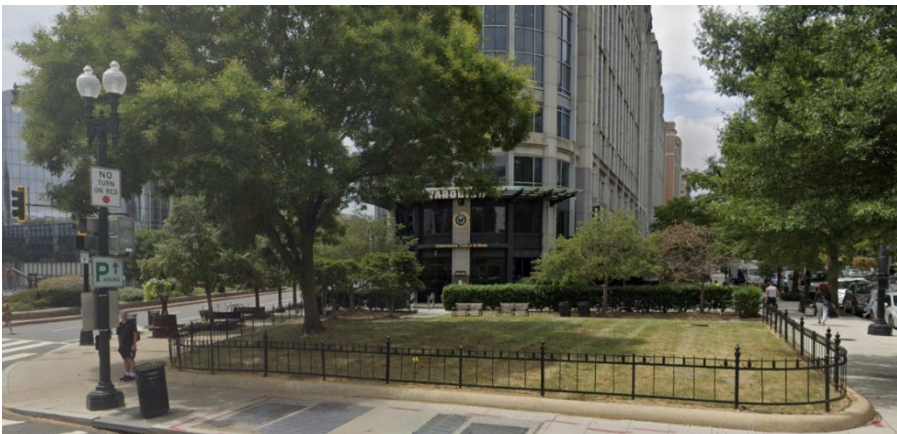
Community feedback from the Downtown DC Parks Master Plan recommends considering park interventions that will allow the Carnegie Twins to complement Mount Vernon Square while also offering their own park amenities. Some interventions recommended by the Plan include spill-out café seating, hardscape plaza space, open lawn area, comfortable and intimate seating.

Reservation 70:



Location: Reservation 70 is approximately 4,356 square feet, situated at the north-west corner of the Carnegie Library (801 K St NW) between Massachusetts Avenue NW and K Street NW.

Reservation 175:



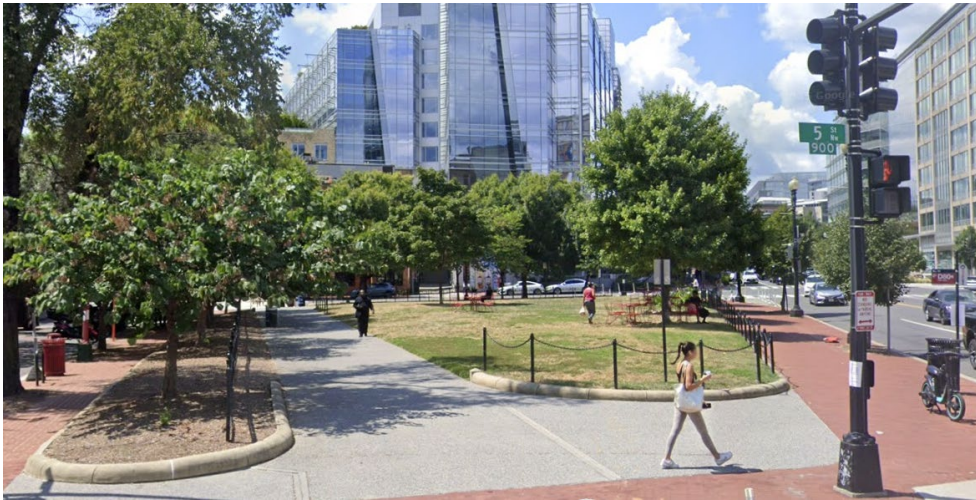
Location: Reservation 175 is approximately 4,356 square feet, located to the south-west corner of the Carnegie Library (801 K St NW) between K Street NW and New York Avenue NW.

2.4 Pocket Park Group D: The Bowties

The Bowties, Chinatown Park and Milian Park, are passive green spaces most often used to host a series of well-attended community events, such as a weekly farmers market, art installations, and other culturally relevant activations. However, the limited Park amenities and streetscape elements undermine the potential for daily use of the Bowties.

Community feedback from the Downtown DC Parks Master Plan recommends exploring opportunities to create flexible, programmable space for activations, expand the park space onto the 400 block of I Street NW, and add active transportation features. The Bowties can help to create a welcoming and vibrant gateway into Chinatown and draw more people into Downtown.

Chinatown Park (Reservation 72):



Location: Reservation 72, also known as Chinatown Park, is approximately 13,068 square feet and located on the south-west corner of Massachusetts Avenue and I Street NW. It is adjacent to the semi-permanent I Street parking lane closure that is maintained by the BID.

Milian Park (Reservation 74):



Location: Reservation 74, also known as Milian Park, is approximately 13,068 square feet and located on the north-east corner of Massachusetts Avenue and I Street NW, within the Mount Vernon Triangle Community Improvement District (“**MVTCID**”) boundary.



3. SCOPE OF WORK

The Design Firm will be responsible for all work necessary to complete the design and development of potential uses, activations, and improvements to their awarded Pocket Park Group, including any services or items not specifically identified herein (“**Work**”), necessary for the completion of the Work in compliance with all applicable laws and regulations. Estimated time frames are provided for each phase but will be adjusted as needed.

The scope of work includes, but is not limited, to the following tasks:

1. **Project Management (On-going):** Coordinate with the BID throughout the project ensure successful completion of the Work, including monthly or bi-weekly coordination calls.
2. **Pocket Park Design Concepts (January 2027):** Develop of 3-4 design concepts per Pocket Park Group, with the following deliverables for each:
 - a. **Concept Statement and Design Narrative** - Describe the design vision, intended user experience, and response to neighborhood context, site opportunities, and constraints.
 - b. **Illustrative Site Plan** - Identify key program elements, circulation, landscaping, and site furnishings.
 - c. **Design Precedents** – Identify design precedents / case study examples and potential park activities, conceptual site furnishings, materials, and landscaping plant palette(s).

PLEASE NOTE: Upon completion of the Design Concepts, the BID will work with a qualified general contractor to provide high-level cost estimates for each.

3. **Advisory Board Design Review (Early-March 2027):** Participate in one (1) in-person presentation of the 3-4 Design Concepts to the Advisory Board. Following the review, the BID and Advisory Board will direct the Design Firm to advance 1-2 Design Concepts into the next phase (“**Selected Design Concepts**”).
4. **Key Stakeholder Engagement (Late-March 2027):** Participate in one (1) in-person presentation of the 1-2 Selected Design Concepts to the Key Stakeholder Group. Concurrently with this phase, the BID will solicit feedback from the public via an online survey and will market the design concepts and initiative to the broader press and public. The Design Firms will incorporate feedback into the final design development.
5. **Final Design Deliverables (April 2027):** Develop final design deliverables for the 1-2 Selected Design Concepts based on Key Stakeholder feedback and the results from the public survey, with the following deliverables at a minimum to be prepared for each:
 - a. Site Plan
 - b. Landscaping Plan and Plant Palette
 - c. Site Furnishings and Preliminary Material Specifications
 - d. One (1) Rendered Drawing
 - e. One (1) Section Drawing
 - f. Proposed Stormwater Strategies (if necessary)



OPTIONAL: Public Presentations (Spring/Summer 2027): Respondents may have the opportunity to present the final design concepts during the BID's State of Downtown Forum and/or Annual Meeting. There may also be other industry-related events and conferences that Respondents will be invited to present at in partnership with the BID.

The final scope of work will be formally defined and finalized following selection of the Respondent(s) and reflected in the Contract to be executed between the BID and the selected Respondent(s) prior to commencement of the Work.

4. RFQ SCHEDULE

The key dates for this RFQ are outlined below:

- September 14, 2026 – RFQ Release Date
- October 1, 2026 @ 10AM-11:30AM – In-Person Pocket Park Site Tour and Info Session (*Email Contract Administrator to RSVP*)
- October 5, 2026 – Respondent Questions due to Contract Administrator
- October 9, 2026 – Answers to Questions will be sent to All Respondents
- October 23, 2026 – Submission Deadline
- October 30, 2026 – Initial Proposal Evaluation Completed
- November 4-6, 2026 – Applicant interviews (if necessary)
- November 12, 2026 – Provisional Award Letter Issued
- November 20, 2026 – Contracts Finalized
- January 15, 2027 – Design Concepts Due
- March 2027 – Stakeholder & Public Engagement
- April 2027 – Final Design Concepts Due

5. APPLICANT ELIGIBILITY REQUIREMENTS

Applicants shall meet the following minimum eligibility requirements:

- Must be an experienced landscape architectural design firm with demonstrated experience delivering comparable US-based urban park projects within the District of Columbia and/or comparable North American locations
- Must be in operation, as of the RFQ Release Date.
- Must have an active District of Columbia Basic Business License.

6. SUBMISSION OF QUALIFICATIONS

Applicants should email a PDF and/or non-password protected download link of the submission no later than 11:59pm EST on **October 23, 2026** to:

CONTRACT ADMINISTRATOR:

Sojung Kim, Planning & Economic Development Associate
1275 K Street NW, Suite 1000
Washington, DC 20005
(202) 704-8662
Sojung@downtowndc.org



7. **SUBMISSION REQUIREMENTS**

The Respondent submission should include the following information:

1. **Company Information** – including full legal name, address, and contact information.
2. **Key Personnel** - including resumes and qualifications for the proposed landscape architects and/or designers to carry out the project scope of work.
2. **Statement of Interest** – including why the Design Firm is uniquely qualified and well-positioned to undertake the project work and identify why the Design Firm has selected the Pocket Park Group(s).
3. **Pocket Park Grouping Preference** – order of preference for Pocket Park Group(s) to be considered for. Applicants may express interest in multiple Pocket Park Groups, but only one Design Firm will be selected per group. Respondents SHOULD NOT rank any group that they do not wish to pursue.
4. **Project Experience** – a list of at least three (3) previous project experiences with park/open space design or similar projects completed within the last five (5) years, including project descriptions, project costs, and client references with contact information.
5. **Contract / Insurance Modifications** – Provide any requested changes for consideration. No modifications will be considered after RFQ submission

8. **SITE TOUR & APPLICANT QUESTIONS**

The BID will host an in-person site tour and informational session for Respondents to learn more about the RFQ and ask questions directly to the Contract Administrator. The site tour will be held on **October 1, 2026 @10AM** starting at the Herald Square Pocket Parks (New York Avenue & H Street NW).

Additionally, Respondents will have the opportunity to submit any clarifying questions before or after the informational session. The Contract Administrator will provide all questions and all responses to all Respondents, ensuring uniform and consistent communication and information.

Applicants should email the Contract Administrator to receive meeting information. Respondents are required to register with the Contract Administrator to participate in the informational session and/or receive responses to their questions and the questions of the other Respondents.

9. **SELECTION PROCESS**

The BID will work with a selection committee of 6-8 members, composed of representatives from the BID, Foundation, Mount Vernon Triangle Community Improvement District and the Federal City Council ("**Selection Committee**") to review, evaluate, and rank the Respondent submissions.

The Contract Administrator will contact applicants with follow-up questions regarding submission content and/or applicant interviews, if necessary.



10. EVALUATION CRITERIA

All submissions will be evaluated by the Selection Committee and ranked based on the quality of response according to the following criteria: **(The maximum number of points is 100)**

1. **Submittal Package** (5 Points) – Completeness of the applicant's submission.
2. **Statement of Interest** (30 Points) – Demonstrated understanding of and alignment with the mission, goals, and objectives of the Pocket Park Design Initiative and project partners.
2. **Experience** (25 Points) – Competitive qualifications and experience of the applicant's proposed team members.
3. **Work Samples** (35 Points) – Diverse range of completed public park and open space projects that showcase strong creativity, thoughtfulness, and social, environmental and cultural stewardship.
4. **Certified Business Enterprise (CBE) Qualification** (5 Points)

11. ATTACHMENTS / EXHIBITS

Respondents can download all RFQ attachments / exhibits via the following link, which will be active until the Submission Deadline:

<https://bit.ly/4gTEpHd>

The following documents can be found in the download folder:

Anticipated Contract Documents

- Exhibit A - Form of Contract

For Information Only

- Downtown Action Plan (2024)
- Downtown DC Public Realm Plan (2024)
- DowntownDC Parks Master Plan (2023)
- DowntownDC Parks Master Plan Appendix (2023)
- NCPC Comprehensive Plan Park & Open Space Element (2018)
- NCPC Capital Space Plan (2010)
- NPS Small Parks Management Strategies Report (2017)
- Urban Land Institute Realizing a New Vision for Chinatown Park (2017)
- Downtown Day Services Center One-Pager

12. FORM OF CONTRACT

Within five (5) business days following a provisional award per the terms of this RFQ, the BID and the selected Design Firms will work diligently to execute an agreement ("**Contract**"), which will be based on the "DowntownDC BID Short Form Services Agreement" and attached as **Exhibit A**.

Applicants will be required to submit any modifications to the Contract as part of their Submission. No edits or modifications requested after the Submission Deadline will be considered.



13. INSURANCE REQUIREMENTS

At all times during the performance of the Work, the Signage Fabricator, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below. The DowntownDC BID, DowntownDC Foundation, National Parks Service, and the District of Columbia shall be named as Additional Insured under all policies.

- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, and products and completed operations.

If Respondents wish to waive any of the requirements or request modifications to the coverages outlined above, such waivers or modifications must be included in the Proposal. No changes or modifications to insurance coverages or policies will be considered following the Submission Deadline.

14. MISCELLANEOUS PROVISIONS

If any requirement of this RFQ conflicts with a provision of any applicable law, including a District or federal law or regulation, the applicable legal provision shall control.

All attachments to the application must be submitted in read-only non-modifiable Adobe Acrobat .pdf format. Any other formats will deem the application incomplete. Any attachments submitted that are not .pdf files (unless otherwise requested and specified in the RFQ) or are password protected files will not be read and will be deemed not received.

The BID reserves the right to accept or deny any or all applications if it is determined to be in the best interest of the BID to do so. The BID shall notify the applicant if it rejects their application.

The BID reserves the right to suspend or terminate an RFQ pursuant to its own contracting rules or any applicable regulation or requirement.

The BID shall not be liable for any costs incurred in the preparation of applications in response to this RFQ. Applicants agree that all costs incurred in developing the application for this RFQ are the applicant's sole responsibility.



Exhibit A
Form of Contract

See Following Pages

DOWNTOWN DC BID SERVICES AGREEMENT

Client: Downtown Business Improvement District Corp. Consultant: _____
Address: 1275 K Street NW Address: _____
Suite 1000 _____
Phone: 202.638.3232 Phone: _____
"Client" "Consultant"

Project Name: _____ Agreement Date: _____
Project Address: _____ Contract #: _____

"Project" (if applicable)

DESCRIPTION OF GOODS OR SERVICES (attach Exhibit A if needed, check here ☒ if attached):

✓ **INSURANCE REQ. ATTACHED** ☒ Yes ☐ No ☐ N/A IF YES, EXHIBIT D DATED N/A
✓ **DRAWINGS ATTACHED** ☐ Yes ☒ No ☐ N/A IF YES, EXHIBIT E DATED
✓ **SPECIFICATIONS ATTACHED** ☐ Yes ☒ No ☐ N/A IF YES, EXHIBIT F DATED
✓ **SCHEDULE** IF NECESSARY, ATTACH EXHIBIT B WITH SCHEDULE INFORMATION

TERM (check one of the following):

☒ Single Product Delivery Date: _____
☐ Multiple Days of Goods and/or Services Commencement Date: _____ Estimated End Date: _____
☐ Other (See Exhibit B)

PRICE (check one of the following, attach budget as Exhibit C):

☒ Fixed Price Price: _____
☐ Time and Materials Not To Exceed Price: \$ _____
☐ Time and Materials (Quote Attached) Not To Exceed Price: \$ _____
☐ Other

DEPOSIT (Check One)

☐ None ☐ 50% Upfront, 50% Upon Completion ☒ Other (See Exhibit C)

IN WITNESS HEREOF, the parties have executed this Services and Goods Order Agreement ("Agreement") effective as of the Effective Date. By executing this document below, Consultant acknowledges that it has read all of the terms and provisions of this Agreement and agrees to perform the services or deliver the goods as described herein and will comply fully with the terms and conditions hereof.

Downtown Business Improvement Corp.

Client

Consultant

By: _____

By: _____

Name: **Gerren Price**

Name: _____

Title: **President & CEO**

Title: _____

1. SCOPE OF WORK

CONSULTANT will provide the services (the “Services”) in support of CLIENT, as detailed in the Scope of Work attached as Exhibit A.

The CLIENT shall have the right to request modifications of the Services at any time by written request to CONSULTANT setting forth in reasonable detail the requested modification. The CONSULTANT shall respond to a request for modification within five (5) business days of receipt of such request. Any modification to the Services shall be in a writing signed by both parties.

2. LOCATION OF SERVICES

The Services shall be provided within the boundaries of the DCBID and, if applicable, as more specifically defined on Page 1 of this Agreement.

3. TERM

This Agreement will commence on the Effective Date and shall expire on the Final Completion Date set forth on the Schedule, unless sooner terminated as provided herein. In more particularity, the Services shall be performed in accordance with the schedule attached hereto as Exhibit B (“Schedule”), time being of the essence.

At the end of the Term, this Agreement may be renewed or extended upon the mutual written agreement of the parties in form and substance substantially in the Universal Amendment Form provided by the Client following the Effective Date. The Term, together with Renewal Terms, if any, are referred to herein collectively as the “Term.”

3. TERMINATION

CLIENT may terminate this Agreement for any reason after ten (10) days’ prior written notice to CONSULTANT. In addition, CLIENT may terminate this Agreement if (i) a petition under any bankruptcy law is filed by or against CONSULTANT; (ii) the CONSULTANT executes an assignment for the benefit of creditors; (iii) a receiver is appointed for CONSULTANT’s assets; or (iv) CONSULTANT becomes insolvent or takes advantage of any insolvency or any similar statute.

In the event of termination, CONSULTANT shall be entitled to full payment for Work completed and accepted by CLIENT. CLIENT shall have all remedies available to it at law or in equity.

4. FEES AND BILLING

The CONSULTANT’s fee for the Services is detailed on the project budget for the Services which is set forth on Page 1 and/or Exhibit C (“Project Budget”) attached hereto. Except as may be explicitly set forth on Page 1 and/or Exhibit C, the Project Budget includes all applicable federal, State, and local taxes (including sales and use taxes), all costs for tools, equipment, supplies, insurance and other materials/services, and all other costs or expenses incurred by CONSULTANT in order to provide the Services hereunder. No payment shall be due to CONSULTANT until CONSULTANT has provided CLIENT with a W-9 and with proof of insurance coverage in accordance with this Agreement. The payment amounts due from CLIENT will be issued within the lesser of 45 days of invoice OR per the Project Budget is set forth in this Agreement (the “Payment Schedule”).

5. STANDARD OF CARE

In providing services under this Agreement, CONSULTANT shall perform the Services in a first-class and workmanlike manner, using the highest level of professional skill, care and diligence. In all events, CONSULTANT shall perform the Services in a manner consistent with accepted industry standards of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale.

6. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.), to the extent not provided by CLIENT and to the extent developed by or otherwise the intellectual property of CONSULTANT, (“Work Product”) shall remain the property of CONSULTANT. With respect to any Work Product delivered to CLIENT by CONSULTANT as a direct result of the specific Services performed under this Agreement, CONSULTANT hereby grants to CLIENT a perpetual, royalty-free license to use said Work Product for the purpose for which they were intended. Any unauthorized transfer,

reproduction or re-use of Work Product delivered by CONSULTANT in connection with Services performed under this Agreement shall be at CLIENT’s sole risk. CONSULTANT accepts no responsibility for the use of Work Product beyond the intended purpose of this Agreement. All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports delivered as Work Product, originated and prepared for the project by CONSULTANT pursuant to this Agreement, shall become exclusively the property of CONSULTANT. CLIENT has a royalty-free license to use and distribute the work for the purposes of this Agreement. The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by CONSULTANT or CLIENT personnel, or jointly by CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate at each of their sole risk. Material already in CONSULTANT’s possession, independently developed by CONSULTANT outside the scope of this Agreement or rightfully obtained by CONSULTANT from third parties, shall belong to CONSULTANT.

7. CONFIDENTIALITY

No publicity releases (including news releases and advertising) relating to this Agreement or the Services hereunder shall be issued by the CONSULTANT without the prior written approval of CLIENT. CONSULTANT shall not use or disclose and shall not permit others to use or disclose Confidential Information without CLIENT’s prior written approval. CONSULTANT may disclose the Confidential Information only to those employees, agents, contractors and consultants that have a need to know the Confidential Information for the Project and only upon the following conditions: (1) such person or firm has agreed in writing to CONSULTANT’s obligations under this Section and (2) CONSULTANT has provided the original written agreement to CLIENT. “Confidential Information” means all CLIENT knowledge, information, data, materials, and trade secrets gained, obtained, derived, produced, generated or otherwise acquired by CONSULTANT and its agents, employees, contractors and consultants with respect to the Project. “Confidential Information” shall not include any information (1) that is or becomes publicly available without a breach of this Agreement or (2) that CONSULTANT can show (by contemporaneous written records) CONSULTANT had in its possession before beginning the Project and before disclosure by CLIENT. CONSULTANT and its employees, agents, contractors and consultants shall not make or otherwise disseminate any public announcement or press release with respect to the Project without the CLIENT’s prior written approval. CONSULTANT agrees that the Confidential Information constitutes valuable trade secrets of CLIENT and that money damages cannot fully remedy any breach of this Section. CONSULTANT agrees that CLIENT may obtain an injunction to prevent or enjoin any breach of the obligations of this Section.

8. INDEMNIFICATION

CONSULTANT agrees to release, defend, indemnify, and hold CLIENT, and its officers, directors, members, employees, agents, and representatives (the “Indemnified Parties”), harmless from and against liability for all third-party claims, losses, damages, injuries, liabilities, judgments, liens, orders, awards, and expenses, including reasonable attorneys’ fees, (collectively referred to as “Claims”) to the extent such Claims are caused directly or indirectly by the acts, omissions, negligence or willful misconduct of CONSULTANT or any Sub-Consultant or any of their employees, agents, or representatives. The CONSULTANT shall require each Sub-Consultant to include these same indemnification provisions in their contracts with the CONSULTANT. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE

CONSULTANT shall obtain prior to the commencement of the Services, and shall maintain in full force and effect for the term of this Agreement, at CONSULTANT’s expense, insurance policies in the types and amounts, and otherwise in accordance with the requirements (including with respect to additional insured and/or loss payee specifications) set forth on Exhibit D (“Insurance”) attached hereto.

In all events, CONSULTANT shall provide CLIENT with a certificate of insurance evidencing the required coverage and amounts together with copies of the endorsements naming CLIENT, and any other required persons or

entities, as an additional insured or loss payee, as applicable. All insurance policies entered into pursuant to the requirements of this Agreement shall provide that any change in or cancellation of any such policies shall not be valid until CLIENT has had thirty (30) days' notice in writing of such change or cancellation.

This Section shall apply to all of CONSULTANT's subcontractors and subconsultants.

10. DEFAULTS

A party shall be in default under this Agreement if it breaches an obligation under this Agreement and fails to correct such breach within five (5) business days after receipt of written notice of default specifying the grounds of such breach; provided, however, that if such breach cannot reasonably be cured within the 5-business day period, then so long as the breaching party commences to cure within said 5-day period and thereafter diligently pursues completion of such cure, said party shall have a reasonable period to cure such breach not to exceed thirty (30) days. If a party fails to cure within the applicable time period, the first party may elect to terminate this Agreement, by written notice of termination and this Agreement shall be deemed terminated as of the date following the last day of the cure period. In addition to the foregoing, CLIENT shall have all the rights and remedies provided by law or in equity.

10. DISPUTES

The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between CONSULTANT and CLIENT arising out of or relating to this Agreement or the breach thereof ("**disputes**") shall first be submitted to negotiation and may, failing resolution, then be subject to arbitration all as set forth below; provided, however, in all other cases, all rights and remedies provided at law and equity are reserved to the parties.

Disputes claimed by either party must be made by written notice (a "**Dispute Notice**") promptly upon the recognition of the event giving rise to such claim. Pending final resolution of any dispute, including arbitration in accordance with this Section, CONSULTANT shall continue to provide the Services to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the provision of such Services and CLIENT shall continue to make payments in accordance with this Agreement to the extent unrelated to the dispute. Such performance by CONSULTANT and payment by CLIENT shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

Within five (5) days of receipt of a Dispute Notice, CONSULTANT and CLIENT shall each appoint an executive officer to meet for the purpose of resolving it. The parties shall endeavor in good faith to resolve the dispute. If the parties' executive officers are able to reach an agreement, the dispute will be deemed resolved.

If after thirty (30) days from the date of receipt of the Dispute Notice the negotiations prove unsuccessful in whole or in part, CONSULTANT or CLIENT may request that any remaining disputes be resolved by arbitration in accordance with the "regular track" rules of the American Arbitration Association, and such disputes shall be arbitrated in accordance with Title 16, Chapter 42 of the District of Columbia Code, and such disputes shall be mediated. Any award rendered pursuant to arbitration may include reasonable attorneys' fees and costs, shall be final and binding upon the parties, and judgment may be entered upon it in a court of competent jurisdiction. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the issues hereby submitted for negotiation or arbitration/mediation.

11. NOTICES

All notices required in connection with this Agreement will be in writing and sent by (i) certified mail, (ii) personal delivery or delivery by a reputable national courier services, with proof of delivery, or (iii) e-mail transmission with proof of delivery, sent to the party at the address shown on **Page 1**. If sent by certified mail, notice will be deemed delivered on the third day after deposit with the United States Postal Service. If sent by personal delivery or courier service, notice will be deemed delivered on the date of delivery (or first attempted if delivery is attempted but rejected). If sent by email, notice will be deemed delivered as shown on the proof of delivery. A party may, at any time, change its notice address by giving the other party notice in accordance with this section at least five (5) business days before the effective date of such change.

12. HEADINGS

The captions and headings in this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of the provisions of this Agreement, and they shall not affect the interpretation hereof. Whenever singular, plural, masculine, feminine or neuter pronouns are used herein they shall be construed interchangeably so as to fit the applicable context.

13. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and shall supersede any prior representation or agreement, written or oral, relating to the subject matter. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those explicitly set out in this Agreement. This Agreement may be amended only by written instrument signed by both CONSULTANT and CLIENT. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns.

14. GOVERNING LAW

This Agreement will be governed by and construed under the laws of the District of Columbia without regard to conflicts of law principles. The parties agree that any legal action by and between the parties arising out of this Agreement shall be brought in the state or federal courts for the District of Columbia and the parties hereby submit to the jurisdiction of the courts of the District of Columbia, for the resolution of any dispute arising under this Agreement.

15. ATTORNEY'S FEES

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

16. SEVERABILITY

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

17. FORCE MAJEURE

Unless specifically provided otherwise, if a party is in any way delayed or prevented from performing any of its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, then the time for performance of such obligation shall be excused for the period of such delay or prevention, and extended for a period equal to the period of such delay, interruption or prevention, provided that the party shall use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. "**Force Majeure Event**" means any circumstance beyond the party's reasonable control, including but not limited to Acts of God (including fire, flood, earthquake, hurricane, or other extraordinary weather conditions or natural disasters), acts of war, acts of terrorism (as defined by the United Nations Security Council); insurrection; riot, civil disorders, rebellions or revolutions in any country; acts of a general shortage of labor, equipment, facilities, materials or supplies in the open

market; failure or unavailability of transportation; strike, lockout, or other actions of labor unions; a health epidemic or pandemic or similar healthcare emergency, as declared by the Centers for Disease Control or District of Columbia government officials; or any other cause, whether similar or dissimilar to the foregoing that is not within the reasonable control of the party.

18. CONSULTANT REPRESENTATIONS AND WARRANTIES

CONSULTANT represents and warrants: (1) it possesses or will possess all necessary permits and licenses required by federal, state and city laws and regulations to do the work contemplated hereunder; (2) it will not commence work under this Agreement until all such permits and licenses are obtained and provided to CLIENT, and; (3) all work done hereunder shall comply with all requirements of federal, state, and local laws, orders, and regulations applicable to CONSULTANT, its employees and agents, or to the Services provided hereunder, including, without limitation, the Occupational Safety and Health Act of 1970.

19. NO WAIVER

The failure of either party to enforce or otherwise require strict performance of any of the terms or conditions of this Agreement or of the party's right in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights either then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

20. NON-LIABILITY

CONSULTANT hereby agrees that no board member, trustee, director, member, stockholder, officer, agent, task force member, employee, volunteer, or other principal or representative of DowntownDC Business Improvement District, shall be charged personally by CONSULTANT or any of its agents, employees, subcontractors, contractors, or other principals or representatives, with any liability, or held liable to CONSULTANT or any of its agents, employees, subcontractors, contractors, or other principals or representatives, under any term or provision of this Agreement for acts performed pursuant to their duties hereunder, because of the execution or attempted execution of this Agreement, or because of any breach of this Agreement. CONSULTANT specifically agrees that in no event shall any board member, trustee, director, member, stockholder, officer, agent, task force member, employee, volunteer, or other principal or representative, disclosed or undisclosed, of DowntownDC Business Improvement District be personally liable for any liability under this Agreement.

21. ASSIGNMENT AND SUB-CONSULTANTS

CONSULTANT may not assign its interest in this agreement or any portion of the work to be performed hereunder without the written consent of CLIENT or otherwise in accordance with this Section 21. This Agreement is based upon CONSULTANT's special qualifications for the work and services herein contemplated. Any assignment in violation of this Section 21 shall be void and of no effect as to CLIENT, and CLIENT shall be under no obligation to compensate any party, including CONSULTANT, for work done by assignment in violation of this Agreement.

CONSULTANT will be the Prime Consultant for the Project and will administer, contract with, and be responsible for, any and all Sub-Consultants under this Agreement. The following shall apply to all Sub-Consultant subcontracts except for: (a) a Sub-Consultant subcontract that was approved by CLIENT as part of the acceptance of the final proposal submitted by CONSULTANT in the award of this Agreement to CONSULTANT, and (b) a Sub-Consultant subcontract that is less than the lesser of (i) \$10,000 or (ii) 25% of the total Project Budget amount. Prior to the award of any Sub-Consultant subcontract, the CONSULTANT shall consult with the CLIENT and shall submit the name of the proposed Sub-Consultant and proposed subcontract form to the CLIENT for review. The CLIENT reserves the right to disapprove

any proposed Sub-Consultant for any reason. Copies of executed Sub-Consultant subcontracts shall be provided to CLIENT.

In all events, the CONSULTANT hereby agrees to include the following provisions in all subcontracts issued for Services hereunder. The CONSULTANT shall bind each and every Sub-Consultant to the terms stated herein and shall require that all persons rendering Services under this Agreement are properly licensed to provide such Services in the locale in which the Project is located. The CONSULTANT hereby agrees to include a provision allowing the CONSULTANT to assign said subcontract to the CLIENT or CLIENT's designee without the Sub-Consultant's consent. The CONSULTANT shall require all Sub-Consultants to include a similar assignment provision in each and every subcontract Sub-Consultant issues for Services hereunder.

The CONSULTANT agrees that its mark-up or other fee added to any fee charged by its Sub-Consultant shall be subject to a 10% cap.

22. INDEPENDENT CONTRACTOR

CONSULTANT agrees that it is and shall be an independent contractor under this Agreement and that CONSULTANT shall not be an agent or employee of CLIENT to any extent or for any purpose and CLIENT shall not be liable for the employer's portion of Social Security, tax withholding, holiday or vacation pay, retirement or pension, or any other employee benefits. Nothing herein shall be construed to cause or create any such relationship. CONSULTANT shall have no authority to and shall not act for CLIENT or bind, or attempt to bind, CLIENT in or under any contract or agreement or to otherwise obligate CLIENT in any manner whatsoever.

23. AUTHORITY

By executing this Agreement, each party represents to the other that: (i) it is authorized to enter into, execute, and deliver this Agreement and perform its obligations hereunder; (ii) this Agreement is effective and enforceable against the party in accordance with its terms and limitations as set forth herein; (iii) the person signing this Agreement on the party's behalf is duly authorized to execute same; and (iv) no other signatures or approvals are necessary in order to make all of the representations of the party contained in this Section true and correct, in all material respects.

24. CONTACT INFORMATION

The CONSULTANT's and CLIENT's representative(s) for purposes of day-to-day contact and project management (the "Project Manager(s)") are set forth on Page 1. The CLIENT's Project Manager is not authorized to materially change the scope of Services or to agree to an additional fees, expenses, or other payments due from CLIENT; all such changes or additional payments shall be set forth in an amendment, and shall require the written approval of the President of the DowntownDC Business Improvement District, or their written designee.

24. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

25. BOOKS, RECORDS, AUDITS AND INSPECTIONS

CONSULTANT shall keep accurate books and records in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to, employee time and payment records; accounts receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this Agreement. All of CONSULTANT's books and records related to this Agreement shall be available upon three (3) business days' notice, both during the Agreement period and for three (3) years after the date of the final payment to CONSULTANT, for the purposes of auditing or inspection for purposes of verifying compliance with the terms of this Agreement and applicable law.

Exhibit A
Services

INSTRUCTION TO DCBID STAFF: Provide a detailed description of the services that the consultant will provide to the BID, which should be a copy of the consultant's proposal, but if the proposal is not sufficiently detailed then write a detailed description of the services.

**Exhibit B
Schedule**

INSTRUCTION TO DCBID STAFF: Provide a detailed description of the schedule for the services that the consultant will provide to the BID, which could be copied from the consultant's proposal, but if the proposal does not sufficiently detail the schedule, then prepare a complete listing of all important project dates including start and end dates. You can use the table below as a template if applicable.

TASK	START DATE	END DATE	DURATION (DAYS)
Mobilize Consultant	<u>12/1/25</u>	<u>12/8/25</u>	<u>7</u>
Project	<u>12/8/25</u>	<u>12/18/25</u>	<u>10</u>
Demobilize	<u>12/18/25</u>	<u>12/20/25</u>	<u>2</u>

Exhibit C
Project Budget

INSTRUCTION TO DCBID STAFF: Provide a detailed cost breakout of services, which could be a copy from the consultant's proposal, but if the proposal does not sufficiently detail or break out costs, then prepare a detailed cost breakout. The table below is an example.

DESCRIPTION	QTY	\$ / UNIT	TOTAL
Security Personnel	30 Hours	\$50/hr	\$1,500
Item #2			
GRAND TOTAL			

Exhibit D Insurance

INSTRUCTION TO DCBID STAFF: Insert any grant-required provisions here. Otherwise, use the standard BID insurance requirements below.

CONSULTANT is responsible for adhering to the insurance requirements described below:

- A. **GENERAL REQUIREMENTS.** CONSULTANT at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. CONSULTANT shall submit a Certificate of Insurance, signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CLIENT, prior to any work being performed.

If CONSULTANT and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the CLIENT requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT and subcontractors.

B. **INSURANCE REQUIREMENTS**

1. **Commercial General Liability Insurance ("CGL")** – CONSULTANT shall provide evidence satisfactory to the CLIENT with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the CONSULTANT and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to the CLIENT
 - b) Coverage available to the additional insureds shall apply on a primary and noncontributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of the CLIENT
 - d) Any Annual Aggregate shall apply on a per location or per project basis
 - e) Defense costs shall be in addition to and not erode the limits of liability
2. **Automobile Liability Insurance** – CONSULTANT shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CLIENT in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by CONSULTANT in connection with work under this agreement, with a minimum combined single limit of \$1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.
 3. **Workers' Compensation Insurance** – CONSULTANT shall provide evidence satisfactory to the CLIENT of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the work is performed.
 4. **Employer's Liability Insurance** – CONSULTANTS shall provide evidence satisfactory to the CLIENT of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. **Professional Liability Insurance (Errors & Omissions)** – CONSULTANT shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Agreement. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. CONSULTANT warrants that any applicable retroactive date precedes the date CONSULTANT first performed any professional services for the CLIENT and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

- C. **PRIMARY AND NONCONTRIBUTORY INSURANCE** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the CLIENT

- D. **DURATION.** CONSULTANT shall carry all required insurance until all work is accepted by The CLIENT and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this Agreement and two years for non-construction related projects.

Exhibit E
Project Drawings

Exhibit F
Project Specifications