

**PURCHASE ORDER TERMS AND CONDITIONS FOR ARCHITECT-ENGINEER
SERVICES APPENDIX "B"**

REV. 1—NOV. 7, 2016
ORIGINAL—JUNE 14, 2000

1. ACCEPTANCE

The acceptance of this Purchase Order, by acknowledgment or performance of services, shall constitute acceptance of the conditions set forth below and on the face of this Purchase Order. No purported acceptance of this Purchase Order on terms and conditions which modify, supersede, or otherwise alter the terms and conditions hereof shall be binding upon Buyer.

2. DELIVERY

Delivery must be in strict compliance with the schedule contained in the Statement of Work, attached hereto and incorporated herein by this

6. WARRANTY OF SERVICES

- (a) Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services and any supplies that may be used or delivered in connection with the services performed under this Purchase Order will be free from defects in workmanship and conform to the requirements of this Purchase Order. The Buyer shall give written notice of any such defect or nonconformance to the Seller within twelve (12) months of the performance of the services. Such notice shall state either (i) that the Seller shall correct or re-perform any defective or non-conforming services, or (ii) that the Buyer does not require correction or re-performance. If the Seller is required to correct or re-perform any defective or non-conforming services, the Seller shall be responsible for the cost of such correction or re-performance. If the Seller is required to correct or re-perform any defective or non-conforming services, the Seller shall be responsible for the cost of such correction or re-performance.

- (e) The rights and remedies of the Buyer provided in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

11. RIGHTS AND RESERVATIONS

All data and software, including without limitation, drawings, specifications and documentation, and all material, including without limitation, tools, dies, patterns, samples, devices and improvements, and all other information prepared, created or developed in connection with this Purchase Order or furnished to Seller by Buyer, or paid for in whole or in part by Buyer (hereinafter referred to as "Property") are and shall be owned solely by Buyer or the Government. Seller shall not use or disclose to others all or any part of such Property without specific prior written permission of Buyer. Seller shall disclose to Buyer and hereby transfers, assigns and sets over to Buyer all of its right, title and interest in and to the Property.

arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer. The Seller shall maintain an accurate record of, and shall report to the Buyer in the manner and on the forms prescribed by the Buyer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, material, supplies and equipment incident to work performed under this Purchase Order. The Buyer will notify the Seller of any noncompliance with the foregoing provisions and the required corrective action. After receipt of such notice, Seller shall immediately take corrective action. If the Seller fails or refuses to comply promptly, the Buyer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim

17. WAIVER

Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default thereof shall not be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval

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(f) All design work shall conform to accepted standards of the architectural and engineering professions. Notwithstanding any review, acceptance or approval by the Buyer, the Seller shall be responsible for the professional and technical quality of all designs, drawings, specifications and other material produced under this contract;

28. GOVERNMENT CONTRACTS

If this Purchase Order is issued under a United States Government prime contract or subcontract then, notwithstanding any other provisions hereof, the following terms and conditions apply and shall control over any conflicting terms and conditions set forth elsewhere in this Purchase Order.

(a) CONTRACTOR certifies that—

As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), CONTRACTOR will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

- (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or
- (v) The facility is not located within any State of the United States, the District of Columbia, ~~United~~

the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(b) Amendments Required by Prime: Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of this PO's "Changes" clause.

(c) Governing Law: This : L a w b e of c2(o)-17(f)]app3(y)] U e s o t w

(ii) Patents and Data:

The clauses related to Patents and Data in the FAR and DFARS which are incorporated in the prime contract(s) under which this P.O. is issued, are hereby incorporated herein by reference. Seller is cognizant of such provisions and agrees to comply with such provisions as "Contractor".

Notwithstanding incorporation of FAR 12.107, DFARS 25.107, and (32 CFR 12.107) 25.107