



January 29, 2016

Dear Potential Provider:

The Roaring Fork Transportation Authority (RFTA) is soliciting written quotations for On-Call Plumbing Services. The anticipated work is described in Part I – Scope of Work. RFTA intends to execute contracts with 3 – 5 contractors. The contracts are expected to extend through 2020; **no specific tasks or payments are guaranteed to any contractor.**

PROCUREMENT SCHEDULE

Date Issued:	Friday, January 29, 2016
Deadline for Inquiries, Exceptions, or Clarifications:	5:00 PM (MT) Friday, February 5, 2016
RFTA's Response to Inquiries, Exceptions, or Clarifications:	5:00 PM (MT) Friday, February 12, 2016
Quotations Due:	2:00 PM (MT) Tuesday, February 23, 2016

This Request for Quotes (RFQu) #16-006 will be available for download on **Friday, January 29, 2016**, using the following link: <https://rfta.sharefile.com/d-s67aa25ce0b541beb>. You must create your own user ID (email address is best) and password to access the ShareFile site. The valid email address provided will be used for further communications. Contractors will be required to use the quoted rates for all jobs performed under this contract. Estimates will be required for individual jobs at the time the services are requested.

Any Inquiries, Requests for Clarification, or Exceptions to any element of the enclosed documents shall be directed, in writing to procurement@rfta.com in the form of a question, by **Friday, February 5, 2016, 5:00 PM (MT)**. RFTA will respond to such Inquiries, Requests for Clarifications, or Exceptions in writing no later than **Friday, February 12, 2016 by 5:00 PM (MT)**. Should the response to a question lead to a material change in the RFQu, a formal addendum will be issued to all potential providers.

Responses to this RFQu are due **Tuesday, February 23, 2016**, by not later than **2:00 PM (MT)** and should be uploaded to ShareFile using secure link: <https://rfta.sharefile.com/r-ddcd2dbab604f8aa>. Please use “[YOUR COMPANY NAME] Response to RFQu #16-006” as

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the title of the document to clearly indicate the contents. Failure to clearly denote your submission may result in late discovery of your quote, which will result in your being disqualified from consideration.

Please remember: to be considered, quotations must be uploaded on or before the date and time specified. RFTA will not be responsible for late or lost deliveries of submittals, nor will it be held responsible for information technology ("IT") issues which result in delaying submittals. RFTA shall not be responsible for submittals delayed by non-responsive IT systems; failure of e-mailed submittals to pass through spam or other security screens; or rejection of PDF documents that exceed RFTA's system's size limitations for attachments, which are subject to change.

RFTA reserves the right to reject any and all quotations or any portion of a specific quotation for any reason. RFTA also reserves the right to award a single or multiple contracts as a result of this solicitation; however, issuance of this RFQu and receipt of quotations does not commit RFTA to award a contract or contracts.

RFTA has the sole right to select the successful bidder(s) for contract award; to reject any quotation as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFQu; to cancel the solicitation and to advertise for new quotations; to award a contract or contracts to other than the Bidder submitting the lowest price quotation; or not to award a contract as a result of this RFQu.

RFTA reserves the right to accept any quotation deemed to be in the best interest of RFTA and to waive any irregularities in any quotation that does not prejudice other Bidders. RFTA further reserves the right to negotiate with any source whatsoever. A contract will be negotiated with the Bidder(s) whose quotation(s) is considered by RFTA in its sole discretion to be most advantageous to RFTA.

The successful Bidder(s) will be required to execute the attached Pro-Forma Contract with RFTA, including all standard terms and conditions. It is RFTA's intent to have executed Contract(s) on or before the end of 2015, to remain in effect for five years, from 2016 – 2020, or until **Fifty Thousand Dollars (\$50,000)** has been expended, whichever comes first. No specific tasks or payments are guaranteed to any contractor under this Agreement. Contractors will be required to use their quoted rates for all jobs performed under this contract. Estimates will be required for individual jobs at the time the services are requested.

As this is a formal solicitation process, please limit your communications to RFTA's Procurement Staff. You are encouraged to take this opportunity to make yourself familiar with RFTA's requirements. Please do not hesitate to contact me at 970-384-4869 or procurement@rfta.com with any questions concerning this solicitation.

Sincerely,

A handwritten signature in blue ink that reads "Tammy J. Sommerfeld". The signature is fluid and cursive, with the first name "Tammy" and last name "Sommerfeld" clearly legible.

Tammy Sommerfeld, CPIM
Procurement Specialist II

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Attachments: Part I – Scope of Work
 Part II – Forms and Certifications
 Part III – RFTA Pro-Forma Contract

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**PART I
SCOPE OF WORK**

1. PLUMBING ON-CALL SERVICES

1.1. Organizational Background & Summary. RFTA is the regional public transportation provider for Garfield and Pitkin Counties as well as a portion of southwestern Eagle County in Colorado. RFTA operates commuter bus service along the 40-mile State Highway (SH) 82 corridor from Glenwood Springs to Aspen and the 27-mile Interstate 70 (I-70) corridor from Glenwood Springs to Rifle. RFTA facilities include, but are not limited to:

- 1.1.1. Aspen Maintenance Facility (AMF)
0051 Service Center Drive
Aspen, CO 81611
- 1.1.2. Carbondale Maintenance Facility (CMF)
0766 Industry Place
Carbondale, CO 81623
- 1.1.3. Carbondale BRT Office (Bunker)
1340 Main Street
Carbondale, CO 81623
- 1.1.4. Traveler Office (Blake)
1517 Blake Street, Suite 201
Glenwood Springs, CO 81601
- 1.1.5. Glenwood Maintenance Facility (GMF)
2307 Wulfsohn Road
Glenwood Springs, CO 81601
- 1.1.6. Parker House Employee Housing
312 Weant Boulevard
Carbondale, CO 81623
- 1.1.7. Main Street Employee Housing
1046-1054 Main Street
Carbondale, CO 81623
- 1.1.8. Rubey Park Transit Center
450 Durant Avenue
Aspen, CO 81611

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1.1.9. Any RFTA bus stops with plumbing located between Rifle and Aspen/Snowmass, CO.

1.2. General Scope of Work. Each Contractor shall furnish labor, tools, material, supervision and necessary equipment to perform all work customarily associated with the plumbing trade. RFTA's expectation is that the Contractor will perform the majority of the work on each project. Any subcontracted work is to be pre-approved by RFTA.

1.2.1. Examples of Plumbing Services include:

1.2.1.1. Soldering of damaged lines.

1.2.1.2. Hot water installation.

1.2.1.3. Backflow installation.

1.2.1.4. Fixture work.

1.2.1.5. Commercial and residential plumbing issues.

1.3. General Information for all Potential Service Providers/Contractors

1.3.1. RFTA is a 22 hour/7 day a week operation. The responsive and responsible bidder should be available to provide services at any reasonable time.

1.3.2. Definitions:

1.3.2.1. Regular time is defined as Monday – Friday, 5:00 AM to 7:00 PM.

1.3.2.2. After Hours' time is defined as any weekday time outside of the hours of 5:00 AM through 7:00 PM.

1.3.2.3. Weekend time is defined as any time between 7:00 PM on Friday and 5:00 AM Monday, inclusive.

1.3.2.4. RFTA does not observe holidays and expects on-call providers to be available as needed, however, work on the following days will be considered Holiday time:

1.3.2.4.1. New Year's Day

1.3.2.4.2. Memorial Day

1.3.2.4.3. Independence Day (4th of July)

1.3.2.4.4. Labor Day

1.3.2.4.5. Thanksgiving Day

1.3.2.4.6. Christmas Day.

1.3.2.5 Emergency Response time is defined as any time when the provider responds within two (2) hours of being called out that is not during regular time.

1.3.3. Normal Response Time: Contractors' initial response to requests for service should be within twenty-four (24) hours of RFTA's initial contact for non-emergencies. Initial response may be by telephone or email. Contractor's estimate of costs for the specific project should be provided within five (5) business days.

1.3.4. Emergencies: Contractors' initial response to requests for service should be within two (2) hours of RFTA's initial contact for emergencies. Initial response may be by telephone or email. RFTA staff will make every reasonable effort to secure, stabilize and remediate the emergency while waiting for Contractor's response. Emergency procedures allow for work to be authorized by email when conditions warrant.

1.3.5. Permitting and Inspections: Contractors shall obtain, at their expense, all permits and inspections which are necessary to perform the proposed work.

1.3.6. Work may be for offices, commercial buildings, or residential locations. The location of the work will be clearly identified for each project.

1.3.7. All utility locates and protection are the responsibility of the Contractor.

1.3.8. Certain projects, depending on the funding for the project, may require compliance with DBE participation goals. By submitting a quotation you certify your willingness to participate if necessary.

1.3.9. Certain projects, depending on the funding for the project, may require compliance with Davis-Bacon Act wages. By submitting a quotation you certify your willingness to participate if necessary. The requirement will be identified in the specific Task Order if necessary.

1.3.10. RFTA is a drug free workplace.

1.4. Minimum Required Qualifications

1.4.1. The Service Provider/Contractor must have been in business at least three (3) verifiable years. Please include a list of at least three (3) clients (other than RFTA) for which you have provided similar services within the last three (3) years. Bidders must provide the following information for each client referenced:

1.4.1.1. Name and address of client

1.4.1.2. Name and Title of Contact Person for the client (i.e. the Project Manager for your engagement with the client)

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- 1.4.1.3. Telephone number and e-mail address for Contact Person for the client
- 1.4.2. The Service Provider/Contractor should submit written proof of (a) valid Colorado professional license(s) that may be required to perform the services that are the subject of the work.
- 1.4.3. A Safety Plan may be required from the Contractor for some types of work or task orders.
- 1.4.4. The Contractor is expected to warrant its work based upon usual and customary standards of doing business.
- 1.4.5. All work will be done in a safe, professional, and workman-like manner and in a fashion that meets all local, state, and national building codes that customarily apply to the work or service performed.

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PART II
FORMS AND CERTIFICATIONS

The following forms are required to be submitted with your quotation.

1. Plumbing Quote Submission Form – Attachment A
2. Bidder's Questionnaire – Attachment B
3. Acknowledgement of Addenda (if applicable) – Attachment C
4. References (please provide three on your own form)

**ATTACHMENT A
PLUMBING QUOTE SUBMISSION FORM**

TO: The Roaring Fork Transportation Authority

The company listed below hereby submits its offer as indicated below in accordance with the terms of the Request for Quotations 16-006, the Scope of Work, and RFTA's General Terms and Conditions. Fee schedule or rate sheet pages may be added for clarification, but this form is required to be completed and submitted. If this quotation is accepted, this document, the solicitation and quotation documents, and RFTA's Pro-Forma Contract shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

I. Labor Rates

Description	Hourly Rate
Licensed Plumber	\$
Apprentice Plumber	\$
General Laborer/Helper	\$
Weekend and After Hours	\$
Emergency and Holiday	\$
Other labor:	\$

II. Materials Mark-Up _____%

III. Annual Escalation Factor: _____ (if any)

RFTA intends that the contracts resulting from this solicitation be in effect from 2016 through 2020. Any escalation factor(s) shall be listed below for the expected contract term. If no escalation factor is given, the rates quoted above shall remain in effect throughout the entire term of the contract. Proposed escalation factors are an element of price that will be evaluated by the Selection Committee.

(continued next page)

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This is my submittal for providing the goods as outlined in this solicitation. I have carefully examined the solicitation and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Name

City, State, and Zip Code

Date

Email Address

Telephone Number

**ATTACHMENT B
BIDDER'S QUESTIONNAIRE
SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE**

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Organized under the laws of the State of _____

Principal place of business located at _____

Taxpayer Identification Number: _____

Indicate which of the following apply:

Corporation

Partnership

Sole Proprietor

Small Business Enterprise (SBE) Certified by: _____

Disadvantaged Business Enterprise (DBE) Certified by: _____

General character of work performed by your firm: _____

Has your firm ever failed to complete any work awarded to you? If yes, explain.

Has your firm ever defaulted on a contract? If yes, explain.

BIDDER'S QUESTIONNAIRE (cont'd)

Indicate the names of subcontractors, if any, proposed for this project and whether the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.

Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds¹:

- ☐ is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- ☐ has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- ☐ has a proposed debarment pending; or
- ☐ has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

CERTIFICATION

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bids and certify that I am authorized to sign for the Bidder.

Signature _____ Date _____

Printed Name _____ Title _____

¹ Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

**ATTACHMENT C
ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the quotation. Failure to acknowledge receipt of all addenda may cause the Bid to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

Offeror:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

REFERENCES (PLEASE PROVIDE THREE)

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The forms below are listed for your reference. If your quotation is selected by RFTA, we will *require* that these forms be submitted. All forms must be signed, dated and (if required) notarized.

1. Affidavit of Non-Collusion – Attachment D
2. Federal Debarment & Suspension Certification – Attachment E
3. Conflict of Interest Statement – Attachment F
4. Corporate Certification of Illegal Aliens – Attachment G
5. DBE Affidavit² - Attachment H

² Please note: the DBE Affidavit applies only to firms claiming status as Disadvantaged Business Enterprises (DBEs). If you do not claim DBE status, the form does not need to be notarized. If you do so claim, include a copy of your latest DBE letter or certification and identify the issuer.

**ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation, having authority to assign on its behalf (if the Bidder is a corporation); and
2. That the attached Bid or Bids have been arrived at by the Bidder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other Contractor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition; and
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____; and
5. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

The _____ hereby certifies that **it is / is not** (circle one) included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

Signature of Bidder's Authorized Official

Name of Bidder's Authorized Official

Title of Bidder's Authorized Official

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ My Commission expires _____, 20____

Notary Public

**ATTACHMENT E
FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION**

The Offeror certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space: _____.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET. SEQ. APPLIES TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of the Offeror's Authorized Official

Name and Title of the Offeror's Authorized Official

Date

ATTACHMENT F CONFLICT OF INTEREST STATEMENT

Bidder shall provide a list of all entities and/or individuals with which it has relationships that create, or may appear to create, conflicts of interest with the work that is contemplated by this IFB. The list should indicate the names of the entities and/or individuals, their relationship to the Bidder, and a description of the real and/or apparent conflicts. In addition, please be sure to include descriptions of relationships with any or all RFTA Board Members and employees that create, or may appear to create, any real and/or apparent conflicts of interest. The following real and/or apparent conflicts exist:

1.	Name:	
	Relationship to Bidder:	
	Description of Conflict:	
2.	Name:	
	Relationship to Bidder:	
	Description of Conflict:	
3.	Name:	
	Relationship to Bidder:	
	Description of Conflict:	
4.	Name:	
	Relationship to Bidder:	
	Description of Conflict:	
5.	Name:	
	Relationship to Bidder:	
	Description of Conflict:	

Signature of Bidder's Authorized Official

Name of Bidder's Authorized Official

Title of Bidder's Authorized Official

Date

**ATTACHMENT G
CORPORATE CERTIFICATION OF ILLEGAL ALIENS**

_____, ("Contractor" herein) acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et. seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to RFTA.

CORPORATE CERTIFICATION OF ILLEGAL ALIENS

(continued)

8. RFTA is obligated to notify the office of the secretary of state if a Contractor violates a provision of this Addendum and RFTA terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.
9. The Department may investigate whether a Contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

Dated this _____ day of _____, 20____.

By _____
[Signature]

ATTACHMENT H
DBE AFFIDAVIT
(To be completed by DBE)

STATE OF _____ (DATE _____)

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the _____
(Sole owner, partner, president, treasurer or
_____ of _____ and certifies that since the date
other duly authorized official of a corporation) (Name of DBE)

of its certification by the Colorado Department of Transportation (CDOT), *UCP or other *DOT, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20_____.

(Notary Public)

Affix Seal Here:

NOTE: The Offeror must attach the DBE's most recent certification letter or document to this affidavit.

*Please list other entity _____

**PART III
PRO-FORMA CONTRACT**

[RFTA's Pro-Forma Contract is attached hereto for your reference as the following 40 unnumbered pages. RFTA will require successful Bidder(s) to execute this Contract.]



**PART III – PRO-FORMA CONTRACT
ON-CALL PLUMBING SERVICES CONTRACT
RFTA CONTRACT NO. 16-006**

This Contract is made and entered into this DATE day of MONTH, 2016 (“Effective Date”) between the **ROARING FORK TRANSPORTATION AUTHORITY** (RFTA), a regional transportation authority created pursuant to Section 43-4-601. et. seq., C.R.S., as amended and, **CONTRACTOR NAME**, a [Indicate corporation, partnership or sole proprietorship] (Contractor) organized pursuant to the laws of the State of Colorado, provides that:

RECITALS:

WHEREAS, RFTA desires to engage a qualified and experienced Contractor to furnish on-call services as described in Exhibit A – Scope of Services attached hereto (Work or Services); and

WHEREAS, RFTA has chosen Contractor to provide the Services following a competitive procurement process wherein RFTA issued a Request for Quotations (RFQu), attached hereto as Exhibit C and incorporated herein, and Contractor submitted a proposal in response to the Request for Quotations, attached hereto as Exhibit D and incorporated herein, that was determined by RFTA to be an advantageous proposal to RFTA; and

WHEREAS, the Contractor has represented to RFTA that it is sufficiently qualified and experienced to provide those services described in Exhibit A and RFTA has relied on such representations; and

WHEREAS, sufficient authority exists in RFTA’s rules and regulations and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, RFTA and the Contractor agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The required Services are as enumerated and described in Exhibit A – Scope of Services, which document is attached hereto and incorporated as if fully set out herein. RFTA will request an estimate of the number of hours and reimbursable expenses that

will be required for the Work per each written task order. RFTA will be the sole contracting entity for these services.

ARTICLE 2 – COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment for On-Call Services, attached hereto and incorporated as if fully set out herein.

Notwithstanding anything to the contrary contained in this Contract, no charges shall be made to RFTA nor shall any payment be made to the Contractor in excess of the amount for any work done without written approval in accordance with a budget adopted by the RFTA Board of Directors in accordance with provisions of the Colorado Revised Statutes (CRS). Moreover, the parties agree that RFTA is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated.

ARTICLE 3 – TERM OF CONTRACT

The initial twelve-month term of the contract shall begin on January 1, 2016 and will automatically renew for four (4) additional twelve (12) month periods beginning on January 1, 2017, subject to annual appropriations. The contract will conclude on December 31, 2020.

Any changes to the Term of the Contract or any elements thereof must be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 15 below.

ARTICLE 4 – NEGOTIATED RATE

The Contract will be based upon the Contractor's submitted proposal and fee schedule, however RFTA reserves the right to negotiate fees for any specific project. Annual contracted amounts will not exceed \$12,000.00. **This is not a guaranteed amount.** The total dollar amount of the Contract as specified in Exhibit B – Compensation and Method of Payment may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 15 below.

ARTICLE 5 – PROJECT AUTHORIZATION AND PERFORMANCE

This contract will be managed by Task Order. The Contractor agrees to perform the required Services in accordance with the Project Schedule in each Task Order issued, as agreed upon by RFTA and the Contractor. Upon issuance and full execution of a Task Order, the Contractor shall begin work on the Services as agreed to by RFTA.

ARTICLE 6 – RFTA PROJECT MANAGER

The overall RFTA Project Manager for this Contract is Angela Henderson, Assistant Director, Project Management & Facilities Operations unless otherwise designated in writing. A specific Project Manager may be designated in each Task Order issued.

ARTICLE 7 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents: Contract for the On-Call Plumbing Services between RFTA and Contractor; Exhibit A – Scope of Services; Exhibit B – Compensation and Method of Payment for On-Call Services; Exhibit C – Request for Quotations for On-Call Plumbing Services; Exhibit D – Proposal Submitted by Contractor in Response to RFQu; and any and all Task Orders issued in accordance with the terms of this Contract. In addition, all modifications to the Contract after contract execution that are made in the form of Contract Amendments in accordance with Article 15 below shall be incorporated into and made part of the Contract.

The documents specified in the paragraph above form the Contract for the Purchase of On-Call Plumbing Services between RFTA and Contractor. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Contract Amendment as defined in Article 15 below.

ARTICLE 8 – ORDER OF PRECEDENCE OF THE CONTRACT DOCUMENTS

In the event of inconsistency between provisions of the Contract Documents, the inconsistency will be resolved by giving precedence in the following order:

- 1) Task Orders, including Schedule, Description of Services, and Compensation;
- 2) Contract Amendments;
- 3) Contract for On-Call Plumbing Service Providers, including Exhibit B – Compensation and Method of Payment for On-Call Services;
- 4) Exhibit C – Contractor's Proposal in Response to RFQu, including Fee Schedule;
- 5) Exhibit D – RFTA Solicitation No. 16-006 Request for Quotations for On-Call Plumbing Service Providers, fully conformed and inclusive of all addenda to the RFQu.

ARTICLE 9 – CONFIDENTIAL INFORMATION

Access to government records is governed by the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq. Except as otherwise required by the Colorado Open Records Act, RFTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the term of the Contract. Any such proprietary information, trade secrets or confidential commercial and financial information that the Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Notwithstanding the Contractor's claim of or designation of information as proprietary, confidential or a trade secret, the determination whether it is or not will be determined by RFTA under Colorado state law.

Any request for information directed to the Contractor, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to RFTA for handling. RFTA shall be responsible for providing the response to requests under the Colorado Open Records Act. The Contractor acknowledges and agrees that all records of the Services and the work, including records of the Contractor and its subcontractors are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.

This Confidentiality section shall survive the termination or expiration of the Contract.

ARTICLE 10 - INDEPENDENT CONTRACTOR

Contractor shall perform the Services required under this Contract as an independent Contractor, not as an agent or employee of RFTA. Contractor has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon RFTA, without RFTA's written authorization. RFTA is only interested in the results achieved by the Services performed by the Contractor; the manner of legally achieving those results is the responsibility of the Contractor.

All of the Services required by this Contract shall be performed by Contractor or under its supervision, and all personnel engaged in the Work shall be fully qualified.

Furthermore, it is understood that RFTA will not provide insurance or benefits of any nature to the Contractor, its employees, or subcontractors.

The Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Contractor further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 11 – CONTRACTOR'S SERVICES AND RESPONSIBILITIES

The Contractor agrees that it will furnish all of the technical, administrative, professional and other labor; all supplies, materials, equipment, printing, vehicles, office space and facilities, testing and analyses and calculations; and all other resources necessary to provide the professional and/or technical services required by Exhibit A – Scope of Services.

ARTICLE 12 – INVOICING AND PAYMENT

- 1) RFTA will pay Contractor, as full and complete compensation for completion of the Services and assuming all duties, responsibilities, and obligations under the Contract, costs pursuant to Exhibit B – Compensation and Method of Payment for On-Call Services of this Contract.
- 2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment for On-Call Services of this Contract, Contractor shall submit to RFTA's Project Manager complete, properly supported and audit-worthy invoices for the

Work performed. Contractor may submit no more than one (1) invoice to RFTA for every Task Order issued under the Contract.

- 3) RFTA will make payment to Contractor, conditioned upon compliance by Contractor with all other provisions of the Contract and Contractor furnishing RFTA with the following:
- a) Contractor's properly supported and audit-worthy invoices for the Services performed.
 - b) Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Work.
 - c) All documents, records, correspondence, and deliverables which Contractor and other persons performing the Services are required to provide to RFTA under the Contract.
 - d) The invoices shall be in a form satisfactory to RFTA and shall reference this RFTA Contract No. 16-006. The invoices shall be submitted to RFTA's Project Manager at the address shown in the specific Task Order.

Copy to: procurement@rfta.com, ahenderson@rfta.com,
aburdick@rfta.com

- 4) Payment terms are 30 calendar days following receipt of a correct and audit-worthy invoice by RFTA.
- 5) The invoices submitted to RFTA for payment shall include:
- a) the applicable RFTA contract number,
 - b) task order number,
 - c) invoice number,
 - d) total invoice amount (including itemized amounts charged for labor and materials),
 - e) total number of labor hours expended and labor billing rates,
 - f) description of the Work performed during the invoice billing period (including completed Deliverables),
 - g) supporting documents (receipts, invoices) for any outside charges incurred by Contractor in performance of the Work, and
 - h) any other information that RFTA may reasonably require.
- 6) The presentation of the invoices by Contractor to RFTA as set forth in this Article constitutes an express warranty and representation by Contractor to RFTA that the Services have progressed to the point indicated and that the quality of the Work is in accordance with this Contract.
- 7) No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of deliverables by RFTA shall itself constitute Acceptance of the Services.

- 8) RFTA may withhold all or part of any amounts due Contractor to protect RFTA from a loss, including but not limited to, losses caused by the following:
 - a) Failure of Contractor to make proper payments to its subcontractors for Services.
 - b) Failure of Contractor to carry out and/or remedy the Services in accordance with the Contract.
 - c) Contractor's breach of warranties.
- 9) By acceptance of final payment under the Contract, Contractor waives any and all further claims against RFTA arising out of or in connection with performance of the Services performed under the Contract.
- 10) Contractor shall maintain books and records supporting all amounts invoiced to RFTA. Contractor shall preserve such books and records for the duration of this Contract and for three (3) years thereafter, during which time RFTA and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.
- 11) Contractor warrants and represents that all books and records specified above shall be complete and accurate and that RFTA may rely on such records and books for any purposes. If Contractor becomes aware that such records are inaccurate or incomplete, Contractor will promptly notify RFTA in writing.

ARTICLE 13 – EMPLOYMENT OF AUTHORITY'S PERSONNEL

The Contractor shall not employ any person or persons in the employ of RFTA for any Services required by the terms of this Contract without the written permission of RFTA, except as may otherwise be provided for herein.

ARTICLE 14 – REVIEW OF WORK

Authorized representatives of RFTA may, at all reasonable times review and inspect the Services, financial reports, and data collected under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the Contractor pursuant to this Contract, shall be available to authorized representatives of RFTA for inspection and review at all reasonable times. Acceptance shall not relieve the Contractor of its professional obligation to correct, at its expense, any of its negligent errors in the work.

ARTICLE 15 – CHANGES

- 1) Contract Amendments. RFTA shall issue Contract Amendments to make additions, deletions, or changes to the required Services. To initiate a Contract Amendment, RFTA shall send Contractor a Request for Contract Amendment. Upon receipt, Contractor shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Contract. Upon agreement between

Contractor and RFTA on the effects of the change, RFTA will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Contract.

- 2) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 16 – SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the Services required under this Contract, RFTA materially alters the scope, character, complexity, or duration of the Services from those required under the Contract, a Contract Amendment may be executed between the parties.

Minor changes in the Services which do not involve increased compensation, extensions of time or changes in the goals and objectives of the Services may be made by written notification of such change by either RFTA or the Contractor with written approval by the other party.

ARTICLE 17 - INDEMNIFICATION

Indemnification. Contractor shall indemnify, hold harmless and, not excluding RFTA's right to participate, defend RFTA, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against RFTA its officers, officials, agents and employees for losses arising from the work performed by the Contractor for RFTA. Nothing contained herein waives or is intended to waive any protections that may be applicable to RFTA under the Governmental Immunity Act, §24-10-101 et. Seq., C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

ARTICLE 18 – INSURANCE

- 1) Contractor shall procure and maintain, until all of its obligations under this Contract have been discharged, including until any warranty periods under this Contract are satisfied, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall apply to anyone hired by Contractor to work under this agreement. Contractor shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.
- 2) The insurance requirements herein are minimum requirements for this Contract. RFTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Services under this Contract by the Contractor, representatives, employees, or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.
 - a) Workers Compensation and Employer's Liability Insurance
 - i. Coverage A:
Statutory Coverage: Colorado Statutory Limits
 - ii. Coverage B:
Employers Liability Coverage: \$1,000,000 Each Accident
\$ 500,000 Disease, Policy Limit
\$ 100,000 Disease, Each Employee
 - b) Commercial General Liability Insurance
 - i. Combined Bodily Injury and Property Damage Liability:

Each Occurrence:	\$300,000
Personal and Advertising Injury	\$300,000
General Aggregate	\$500,000
 - c) Business Automobile Liability:
 - i. Combined Bodily Injury and Property Damage Liability: \$500,000 each accident
 - ii. Liability Coverage for the following must be included:
 1. Owned Automobiles
 2. Non-Owned and Hired Automobiles
 3. Contractual Liability

- 3) Certificates of Insurance: The Contractor shall furnish to RFTA a certificate(s) of insurance (using ACORD form or equivalent) provided by the Contractor's insurance carrier or agent to show that the insurance specified in this contract is in force stating policy numbers, dates of expiration, limits of liability and coverages thereunder, the name of the project, or "Any and All Operations" if working on more than one project and further providing that the insurance shall not be cancelled until the expiration of thirty (30) days after written notice of such cancellation has been mailed to RFTA. Such notice shall be mailed certified mail, return receipt requested.
- 4) Waiver of Subrogation: Contractor and RFTA waive all rights against (1) each other and any of their Contractors, agents and employees, each of the other, and (2) RFTA, separate Contractors, and any of their Contractors, subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the RFTA as fiduciary.
- a) Contractor shall require its agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 5) Special Provisions:
- a) If Contractor fails to procure and maintain such insurance, Contractor will be in breach of the Contract and RFTA shall have the right to proceed with Termination of the Contract and whatever judicial remedies may be appropriate.
- b) Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the Contractor of any responsibility hereunder. The Contractor may secure, at its own expense, such additional insurance as the Contractor deems necessary.
- c) Insurance coverage carried by the Contractor shall not be subject to limitations, conditions or restrictions reasonably deemed by RFTA to be inconsistent with the intent of the Insurance Requirements to be fulfilled by Contractor under this Article 18.
- d) All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the

project is located. The insurance companies must have an A.M. Best rating of A:IX or better in the most recent Best's Key Rating Guide.

- e) Approval, disapproval or failure to act by RFTA regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability pursuant to Article 18 for damages. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability.
- f) Cross-Liability Coverage. If the liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- g) Contractor shall make no special payments for any insurance that the Contractor may be required to carry as identified under this Article 18; all are included in the contract price and in the contract unit prices.
- h) Contractor shall require all subcontractors to procure and maintain all insurance as set forth in this contract.
- i) Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor when required by RFTA.
- j) RFTA shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by RFTA.
- k) Contractor and Subcontractors – Contractor shall require all of its subcontractors to provide the aforementioned coverage at levels that the Contractor and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of Contractor.
- l) Contractual Liability – The insurance provisions in this Contract in no way affect the liability of Contractor or the indemnity covenants stated elsewhere in this Contract.
- m) Deductibles and Self-Insured Retention – All deductibles and/or self-insured retention amounts must be declared to RFTA.
- n) Certificates of Insurance – Before commencing performance on the Contract, Contractor and its subcontractors must furnish certificate(s) of insurance (using ACORD form or equivalent) to RFTA evidencing:
 - i. Insurance coverage in accordance with this Article 18 - Insurance.
 - ii. Signature by person authorized by insurer to bind coverage on its behalf.

- iii. Effective expiration dates of policies.
- iv. RFTA must be given thirty (30) days written notice, in accordance with policy terms, of all cancellation, non-renewal, or material changes in policy by either Insurer or Contractor.
- v. RFTA is added as Additional Insured party on the Commercial General Liability policies.
- vi. A waiver of subrogation endorsement has been attached to the Worker's Compensation and General Liability policies.
- vii. Any deductible and/or self-insured retention.
- viii. Certificate of Insurance title block format is as follows: Roaring Fork Transportation Authority, 0051 Service Center Drive, Aspen, Colorado 81611
 - 1. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

ARTICLE 19 – SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Contract that the work of the Contractor is considered personal by RFTA. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Contract without prior written approval by RFTA.

RFTA reserves the right to review all subcontracts prepared in connection with the Contract, and the Contractor agrees that it shall submit to RFTA any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of RFTA no later than five (5) business days in advance of their execution.

Any contract between the Contractor and any subcontractor shall comply with all provisions of this Contract. RFTA's approval of any assignment, sublet, or transfer shall not release the Contractor of any obligation under this Contract. As between RFTA and the Contractor, the Contractor shall be fully responsible for the acts and omissions of the subcontractors and persons either directly or indirectly employed by the Contractor. Nothing contained in this Contract shall create any contractual relation between any subcontractor and RFTA.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Contract.

ARTICLE 20 – TERMINATION

- 1) Termination for Cause: If the Contractor fails to perform in the manner called for in this Contract or if the Contractor fails to comply with any other provisions of this Contract, RFTA may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor has breached or is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract.

If it is later determined by RFTA that the Contractor has an excusable reason for not performing, such as a strike, fire, flood or other events which are not the fault of or are beyond the control of the Contractor, RFTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination of convenience.

RFTA in its sole discretion may, in the case of a termination for cause, allow the Contractor an appropriate period of time to cure the breach or default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to RFTA's satisfaction the breach or default, RFTA shall have the right to terminate this Contract without any further obligation to the Contractor. Any such termination for breach or default shall not in any way operate to preclude RFTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

- 2) Termination for Convenience: RFTA may terminate this Contract for its convenience at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. If the Contract is terminated by RFTA for convenience, the Contractor will be paid compensation for those Services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 21 – APPLICABLE LAWS AND VENUE

This Contract shall be governed by the laws of the State of Colorado. This Contract shall be deemed entered into in Eagle, Garfield and Pitkin County, State of Colorado, as RFTA is located in all three counties. At RFTA's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in one of the designated counties.

ARTICLE 22 – CLAIMS AND DISPUTES

- 1) Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term “claim” also includes other disputes between RFTA and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
- 2) Decision of RFTA’s Project Manager. Claims may, upon request of the Contractor, be referred initially to the Project Manager for action as provided in Article 23 below.
- 3) Time Limits on Claims. Claims by Contractor shall be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is the later. An additional claim made after the initial claim has been resolved will not be considered unless submitted in a timely manner.
- 4) Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by RFTA in writing, the Contractor shall proceed diligently with performance of the Contract and RFTA shall continue to make payments in accordance with the Contract.
- 5) Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by RFTA except those arising from:
 - a. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - b. Failure of the Services to comply with the requirements of the Contract;
 - c. Terms of special warranties required by the Contract; or
 - d. Faulty or defective work appearing after Final Completion.

ARTICLE 23 - DISPUTE RESOLUTION

- 1) Negotiation. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, RFTA’s Project Manager (herein referred to as “RFTA’s Project Manager”) and Contractor’s principal contact with RFTA (herein referred to as “Contractor’s Representative”) will meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either may request the other to meet within seven (7) days after submission of a claim, at a mutually agreed upon time and place.

If RFTA’s Project Manager and Contractor’s Representative are not able to resolve the dispute within seven (7) days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that

RFTA's Chief Operating Officer (herein referred to as "RFTA's COO") and the Contractor's Management Representative (herein referred to as "Contractor's Management Representative") meet at least once to attempt in good faith to resolve the dispute.

If RFTA's COO and Contractor's Management Representative are not able to resolve the dispute within fourteen (14) days after the first meeting of RFTA's Project Manager and Contractor's Field Representative (or such longer period of time as may be mutually agreed upon), RFTA's COO will notify the Contractor's Management Representative in writing that the RFTA Chief Operating Officer shall render a decision within seven (7) days, which decision shall be considered advisory only and not binding in the event of litigation in respect of the claim.

Upon expiration of such time period, the RFTA COO will render to the parties RFTA's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, RFTA may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

Contractor shall, within seven (7) days after the effective date of this Contract, designate to RFTA its Representative and Management Representative, the latter of whom shall be an executive level individual with authority to settle disputes. RFTA and Contractor may each change the designation of its Representative and Management Representative, but shall maintain at all times during the term of this Contract both a designated Representative and a designated Management Representative.

- 2) Mediation. If the dispute has not been resolved within twenty-one (21) days after the first meeting of RFTA's Project Manager and Contractor's Representative (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under this Contract shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (herein referred to as the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.
- 3) Litigation. If the dispute is not resolved within fifteen (15) days after the commencement of mediation, or if no mediation has been commenced within thirty (30) days after the first meeting between RFTA's Project Manager and Contractor's Representative (or such longer period of time as may be mutually agreed upon), either party may commence litigation to resolve the dispute in any

Colorado state court of competent jurisdiction in Garfield, Eagle or Pitkin County or in the United States District Court for the District of Colorado to the extent said Court shall have jurisdiction over the matter.

- 4) Unless otherwise directed by RFTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 5) In addition to the requirements of Article 27 in the Contract entitled "Notices", a copy of any written notices, appeals, and documents pertaining to a contract dispute under this Article shall also be delivered to RFTA's Procurement Manager and General Counsel.
- 6) Contractor agrees that the economic loss rule shall not serve as a limitation on RFTA's right to pursue tort remedies in addition to other remedies it may have against Contractor. Such rights and remedies shall survive the project or any termination of this Contract.

ARTICLE 24 - AUTHORIZATION TO BIND

The person or persons signing and executing this Contract on behalf of each Party do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

ARTICLE 25 – SEVERABILITY

If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

ARTICLE 26 – ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 27 – NOTICES

- 1) All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.
- 2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to CONTRACTOR:

[Insert Name of CONTRACTOR]

[Insert Mailing Address of CONTRACTOR]

[Insert City, State and ZIP Code of CONTRACTOR]

ATTN:[Insert Name of CONTRACTOR Employee]

Notice to RFTA:
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
ATTN: Chief Executive Officer

Copy to: Procurement Manager

- 3) Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing in accordance with this Article 27, paragraph (1) above.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

The Contractor agrees that all reports, drawings, computer disks, specifications, survey notes, estimates, maps, computations, and other data prepared by or for it under the terms of this Contract shall be delivered to, become, and remain the property of RFTA upon termination or completion of the work. RFTA shall have the right, at its sole risk, to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Contract. The Contractor shall not have the right to use same for sale or other benefit without express written permission from RFTA.

ARTICLE 29 – PATENT AND RIGHTS IN DATA

If patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions will be the sole property of RFTA. However, RFTA agrees to and does hereby grant to the Contractor an irrevocable, non-exclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition according to law of any article or material and in use of any method that may be developed as a part of the work under this Contract.

ARTICLE 30 – COPYRIGHTING

The Contractor and RFTA agree that any papers, interim reports, forms, and any other material which are part of the Work under this Contract are to be deemed a “work for hire,” as such term is defined in the Copyright Laws of the United States. As a “work made for hire”, all copyright interests in said works will vest in RFTA upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part of work under this Contract are deemed by law not to be a “work for hire”, any copyright interests of the Contractor are hereby assigned completely and solely to RFTA. Publication rights to any works produced under this Contract are reserved by RFTA.

ARTICLE 31 – PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals, or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Contract shall not be presented publicly or published without prior written approval by RFTA.

All releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

“The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Roaring Fork Transportation Authority or the Federal Transit Administration. This publication does not constitute a standard, specification, or regulation.”

If any information concerning the Services, their conduct, results, or data gathered or processed should be released by the Contractor without prior approval from RFTA, the release of same shall constitute grounds for termination of this Contract without indemnity to the Contractor. In addition, the Contractor shall indemnify and hold harmless RFTA, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Any request for information directed to the Contractor, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to RFTA for handling. RFTA shall be responsible for providing the response to requests under the Colorado Open Records Act. The Contractor acknowledges and agrees that all records of the Services and the work, including records of the Contractor and its subcontractors are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.

ARTICLE 32 – COVENANT AGAINST CONTINGENT FEES

The Contractor shall comply with all relevant requirements of all Federal, State, and local laws. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, RFTA shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 33 – CONFLICTS OF INTEREST

RFTA employees and directors are bound by the RFTA Code of Ethics and Standards of Conduct, which were adopted by the RFTA Board of Directors on April 13, 2006. The RFTA Code of Ethics and Standards of Conduct prohibits RFTA employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official RFTA business. Therefore, Contractor, or its subcontractors or suppliers, may not make gifts or favors to any RFTA employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.

ARTICLE 34 – WARRANTIES

The Contractor warrants that it shall use the highest professional principles and practice in the performance of its obligations under this Contract and that its performance shall reflect the highest professional knowledge, skill, and judgment. Contractor further warrants and agrees that it, and any persons assigned by Contractor, shall perform this Contract in compliance with all federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE 35 – NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns. The parties hereto understand and agree that RFTA is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws, or otherwise available to RFTA, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

ARTICLE 36 – MERGER

This Contract constitutes the entire agreement of the parties, all prior discussions, representations, and agreements being merged herein. The Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

ARTICLE 37 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 38 –CONTRACT SUBJECT TO APPROPRIATION

RFTA's financial obligation under the Contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of RFTA for any payment may arise until funds are made available for the Contract by RFTA's Board of Directors.

ARTICLE 39 – ATTACHMENTS

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Contract will control.

ARTICLE 40 – SEPARATE COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

ARTICLE 41 – IMMIGRATION COMPLIANCE

To the extent this Contract constitutes a public contract for services pursuant to C.R.S. 8-17.5-101 et seq., the following provisions shall apply:

- 1) Contractor certifies that, prior to executing this Contract, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program").
- 2) Contractor shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. 8-17.5-102(5).
- 3) To the extent required by C.R.S. 8-17.5-102(1), by submitting a proposal or bid, the Contractor certifies that at the time of proposal or bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Contract, and that the Contractor will participate in the E-verify Program or

the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

The following Articles express clauses that would be required in the event a task order is performed with federal funding, and apply only to those instances. Should such occur, the task order issued will make specific reference to these Federal Clauses, at which point they will apply to that task order.

ARTICLE 42 – REGULATORY COMPLIANCE

The work to be performed as the Services under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, Contractor shall comply with the Federal, State, and RFTA imposed requirements contained in this Contract.

ARTICLE 43 – NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 1) RFTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RFTA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 44 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement

it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 45 – ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser (RFTA) is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser (RFTA), the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser (RFTA), the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 4) FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE 46 – FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser (RFTA) and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE 47 – CIVIL RIGHTS

The following requirements apply to the underlying Contract:

- 1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying Contract:
 - a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal

transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 48 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- 1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RFTA's overall goal for DBE participation in projects funded by the FTA during Federal Fiscal Years (FFYs) 2016-2018 is 3.0%. A separate contract goal has not been established for this Contract.
- 2) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RFTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 3) The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the Term of Contract.
- 4) The Contractor is required to pay its subcontractor (s) performing work related to this contract for satisfactory performance of that work no later than 15 calendar days after the Contractor's receipt of payment for that work from RFTA. In addition, the Contractor may not hold retainage from its subcontractors.
- 5) The Contractor must promptly notify RFTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate

any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RFTA.

ARTICLE 49 – INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in [FTA Circular 4220.1F](#), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RFTA requests which would cause RFTA to be in violation of the FTA terms and conditions.

ARTICLE 50 – ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 51 - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that neither the Contractor, its principals as defined at 49 CFR 29.995, or affiliates as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Roaring Fork Transportation Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Roaring Fork Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the Term of Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 52 – LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Certification Regarding Lobbying submitted by Contractor with its proposal is attached to this Contract in Exhibit D – Contractor Response to RFQu.

If a Standard Form LLL, “Disclosure Form to Report Lobbying”, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to RFTA.

ARTICLE 53 – FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 54 –TITLE VI

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- 1) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation (“DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the “Regulations”), which are herein incorporated by reference and made a part of this Contract.
- 2) Non-discrimination: The Contractor, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, including procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made

by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- 4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RFTA or the Federal Transit Administration ("FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to RFTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the Contractor's non-compliance with non-discrimination provision of this Contract, RFTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - b) Cancellation, termination, or suspension of the Contract, in whole or in part.
- 6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as RFTA or the FTA may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request RFTA enter into such litigation to protect the interests of RFTA, and, in addition, the Contractor may request the United States federal government to enter into such litigation to protect the interest of the United States.

ARTICLE 55 - DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

- 1) **Minimum wages** –
 - a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll

deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which maybe alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1) d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1) b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b) i. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- ii. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - iii. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - iv. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1) a) ii or iii of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer

or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- e)
 - i. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - ii. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - iii. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the

contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- iv. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1) e) ii or iii of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- 2) **Withholding** - RFTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RFTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 3) **Payrolls and basic records –**

- a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the

actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b)
 - i. The Contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the RFTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. Prime Contractor and its subcontractors shall submit uniform payroll work weeks for continuity in reporting. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - ii. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the

requirement for submission of the "Statement of Compliance" required by paragraph 2) b) ii of this section.

- iv. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - c) The Contractor or subcontractor shall make the records required under paragraph 3) a) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- 4) **Apprentices and trainees –**
- a) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's

or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c) Equal Employment Opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- 8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10) **Certification of eligibility –**
 - a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 100

ARTICLE 56 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

- 1) **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph 1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages** - RFTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

CONTRACTOR

By:

ROARING FORK TRANSPORTATION
AUTHORITY

By:

Printed Name and Title

Dan Blankenship, Chief Executive Officer

Address:

Address:

2307 Wulfsohn Road
Glenwood Springs, Colorado 81601

APPROVED AS TO FORM AND
LEGALITY

By:

Paul Taddune
RFTA General Counsel

EXHIBIT A
SCOPE OF SERVICES

*[Scope of Services added here shall be a negotiated version of the Scope of Services from RFQu **16-006**.]*

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT FOR ON-CALL SERVICES

1) Total Compensation

This Contract is based upon the negotiated fees, as agreed upon and listed below. [INSERT FEE SCHEDULE HERE]

The compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 15 of the Contract.

2) General Terms and Conditions

- A. For full and complete compensation for all work, materials, and services furnished under the terms of this Contract, the Contractor shall be paid according to the fee schedule specified in Exhibit B, Section 1) above.
- B. The agreed upon rates/fees for the Contract shall not be exceeded unless RFTA determines that there is a requirement for a substantial change in the scope, character, or complexity of the work from that originally negotiated for the Contract and issues a Contract Amendment.
- C. RFTA shall pay the Contractor for Services performed in accordance with Article 12 of the Contract.
- D. The Contractor expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by RFTA, all of the work and services described in the Contract.
- E. Should the work under the Contract be terminated for convenience by RFTA, pursuant to Article 16 of the Contract, the Contractor shall be paid based upon the percentage of work completed at the point of termination.

3) Partial Payment

Payment for Services performed under the Contract shall be made based on actual work completed and substantiated by detailed invoices and other such documentation that RFTA may reasonably require. Such invoices and other documentation will be verified by RFTA, and payment will be made by RFTA to the Contractor in the full amount of the actual work completed.

EXHIBIT C
REQUEST FOR QUOTATIONS

[Full text of the Request for Quotations shall be added here prior to contract execution.]

EXHIBIT D
PROPOSAL SUBMITTED BY CONTRACTOR IN RESPONSE TO RFQu, INCLUDING
FEE SCHEDULE

[Full text of Contractor's response to RFQu shall be included here prior to contract execution.]