

Project Name: Commuter Rail Vehicle Cleaning Services

THIS CONTRACT IS entered into, effective as of **xxxxxxx, 2017**, by and between **Denver Transit Operators, LLC** (hereinafter referred to as "Company"), whose address is:

5151 Fox Street
Denver, CO 80216
720-460-5838

and xxxxxxxxxxx (hereinafter referred to as "Contractor"), whose address is:

xxxxxx
xxxxxxx
xxxxxxxxxxx

Hereinafter, both Company and Contractor referred to individually as "Party" or collectively as "Parties".

In consideration of the agreements herein contained, the Parties hereto contract and agree as follows:

Article 1.0 CONTRACT DOCUMENTS. This Contract shall consist of this Signature Document and the following documents (the "Parts"), and the attachments, exhibits, drawings, specifications and documents referred to therein, all of which by this reference are incorporated herein and made a part of this Contract.

- PART I – SCOPE OF WORK**
- PART II – COMMERCIAL TERMS**
- PART III – GENERAL TERMS**
- PART IV – SPECIAL TERMS**

Said Contract sets forth the entire contract and agreement between the Parties pertaining to the Work (as defined below) and supersedes all other inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the date of execution of this Contract, pertaining to said Work or to the Parties' obligations and rights under this Contract. The provisions of this Contract may be changed only by a writing executed by the Parties to this Contract. Trade custom and trade usage are superseded by this Contract and shall not be applicable in the interpretation of or to the performance of this Contract.

Article 2.0 PRECEDENCE. In cases of express conflict between the Parts of the Contract, attachments, exhibits, drawings and specifications, the order of precedence shall be as follows:

- Signature Document**
- Part IV – SPECIAL TERMS**
 - Part III – GENERAL TERMS**
 - Part II – COMMERCIAL TERMS**
 - Part I – SCOPE OF WORK**

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- **Attachments**
- **Exhibits**

In the event of an express conflict between the documents listed above, or between any other documents which are a part of the Contract, Contractor shall notify Company immediately and shall comply with Company's resolution of the conflict.

Article 3.0 SCOPE OF WORK. Except as otherwise expressly provided elsewhere in this Contract, Contractor shall supply all labor, services, materials, tools, equipment and other things, and all items of expense necessary to perform, and shall perform the following Work:

In accordance with the schedule agreed to by Company and Contractor, Contractor shall provide all services, equipment and materials as defined in Part I, Scope of Work. Further, Contractor shall respond promptly to calls for emergency service and provide reports to Company documenting all inspection, maintenance and repair work performed by Contractor under this Contract.

This Work is more particularly described in Part I, Scope of Work (herein referred to as "Work"). Contractor shall perform the Work under this Contract for Company in connection with Company's contract with Denver Transit Partners, LLC ("Client") which, in turn, is under contract for the performance of the Work with the Regional Transportation District ("RTD") (hereinafter referred to as "Owner"). The Work shall be performed on the RTD Fastracks – Eagle Project (hereinafter referred to as "Work Site") at or in the vicinity of Denver, Colorado. Unless otherwise stated, the use of the term Owner in this Contract shall include and mean both Client and Owner. Contractor shall, at all times, perform the Work in accordance with the requirements of this Contract and with the requirements of the O&M Standards (as defined in Part IV Special Terms). Further, Contractor shall, at all times perform the Work and its obligations under this Contract without negligence or willful misconduct.

Article 4.0 CONTRACT PRICE. Contractor's total compensation for the full and complete performance by Contractor of all the Work, the fulfillment of Contractor's obligations under this Contract and Contractor's compliance with all of the terms and conditions of this Contract shall be as set forth in Part II, Commercial Terms.

Article 5.0 TERM AND SCHEDULE. Contractor shall at all times diligently perform and schedule the Work as required in Part I and as agreed by Company and Contractor. Contractor shall commence work upon Contract Execution and for the duration of two (2) years of said date.

Article 6.0 COMMUNICATIONS. All communications pursuant to or in connection with this Contract shall be identified by the Contract Number and shall be communicated as set forth below:

Contractual Notices. All contractual notices given under this Contract shall be sufficient if in writing and delivered in person to an authorized person of the Party to be notified, or sent to the Party to

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be notified, addressed as set forth below, by registered mail, facsimile or email. Emails and facsimiles must be confirmed in writing within three (3) business days thereafter.

Contractor’s representative, **XXXXXXXXXXXX**, is fully authorized to make commitments for and on behalf of Contractor until such times as the authorization is withdrawn or until satisfactory conclusion of this Contract.

Contractual notices to Contractor shall be addressed to Contractor’s Home Office Address set forth herein marked Attn.: **XXXXXXXXXXXXXXXXXXXX**

Contractor’s Home Office Address:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Contractual notices to Company shall be addressed to Company’s Home Office Address and Field Address set forth herein and marked Attn.: **Roberto Arocho**, Procurement/Contract Manager.

Company’s Home Office Address:

5151 Fox Street
Denver, CO 80216
720-460-5838

Article 7.0 CAPTIONS. Titles and captions used in this Contract are for convenience only and shall not be used in the interpretation of any of the provisions of this Contract.

[Signatures on the following page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

_____ xxxxxxxxxxxxxx _____

_____ Denver Transit Operators, LLC _____

By _____

By _____

Sign Name

Sign Name

Typed or Printed Name

Typed or Printed Name

Title _____

Title _____

Date _____

Date _____