

Project Name: Railroad Bridge Inspection Service for A, B and Gold Lines

THIS CONTRACT IS ENTERED INTO, effective as of **Date, Year**, 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 **Contractor** (hereinafter referred to as "Contractor"), whose address is:

Address 1
Address 2
Telephone

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:

1. 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 Trade custom and trade usage are superseded by this Contract and shall not be applicable in the interpretation of or to the performance of this Contract.

2. 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:

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Signature Document

Part IV – SPECIAL TERMS
Part III – GENERAL TERMS
Part II – COMMERCIAL TERMS
Part I – SCOPE OF WORK

–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.

3. 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.

4. 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.

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5. 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 deliver the reports no later than October 31st every year for the next three years.

6. 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 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, **Name**, 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.: **Name, Position**

Contractor's Home Office Address:
Address 1
Address 2
Telephone

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

7. 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.

<p>_____</p> <p>By _____ <small>Sign Name</small></p> <p>_____</p> <p><small>Typed or Printed Name</small></p> <p>Title _____</p> <p>Date _____</p>	<p style="text-align: center;">Denver Transit Operators, LLC</p> <p>_____</p> <p>By _____ <small>Sign Name</small></p> <p style="text-align: center;">Anne Herzenberg</p> <p>_____</p> <p><small>Typed or Printed Name</small></p> <p>Title _____ General Manager</p> <p>Date _____</p>
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