CONTRACT

BETWEEN THE

STATE OF COLORADO
COLORADO BRIDGE ENTERPRISE—
COLORADO DEPARTMENT OF TRANSPORTATION

AND

ROARING FORK TRANSPORTATION AUTHORITY

COVERING

CONSTRUCTION OF THE TEMPORARY DETOUR FOR THE
NEW REPLACEMENT ROADWAY OVERPASS GRADE
SEPARATION CROSSING STRUCTURE ON STATE HIGHWAY 82

AT

RAILROAD MILE POST 360.4+/-

CDOT PROJECT NO. FBR 0821-094, 18158

LOCATED

IN GLENWOOD SPRINGS,
GARFIELD COUNTY,
COLORADO

FBR 0821-094, 18158
Part of SH 82 Grand Avenue Bridge; SH 82 Pedestrian
Bridge NIC No. 253-558E; NIC No. 912-084S

CONTRACT

THIS CONTRACT (this "Contract"), effective immediately upon the signature of the State Controller (the "Effective Date"), by and between the **STATE OF COLORADO**, for the use and benefit of Colorado Bridge Enterprise, acting by and through the Colorado Department of Transportation, Division of Engineering and Maintenance (the "State"), and **ROARING FORK TRANSPORTATION AUTHORITY**, a Colorado transportation authority ("RFTA" or the "Railroad").

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in WBS Element 18158, Contract Encumbrance Amount **$25,000.00,** and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State has the authority, as provided in Sections 43-1-110 and 43-4-204, C.R.S. to enter into contracts, including contracts with railroads for construction work; and

WHEREAS, the State also has the authority, as provided in Section 24-92-103, C.R.S., to solicit competitive sealed bids for construction of public projects; and

WHEREAS, the State has awarded a Construction Managed General Contractor (CMGC) contract for the design of the Roadway Overpass Structure and the Pedestrian Bridge, as such terms are defined in Article I below; and

WHEREAS, the State will award a construction contract for the construction of the Temporary Detour (as such term is defined in Article I below). The general location is illustrated on **Exhibit A** - Project Location Map and Survey Print, both attached hereto and made a part hereof; and

WHEREAS, the State's Contractor (as such term is defined in Article I below) will be required to perform the "Project Work," as defined in Article I below, on RFTA's right-of-way, that is necessary to complete the Project (as such term is defined in Article I below); and

WHEREAS, it is desirable, for the benefit, convenience and safety of the public using the state highway system and for the parties hereto, that the improvements provided by this Contract be accomplished; and

WHEREAS, the Project is a multi-phase project with a construction estimate of $65.5 million; and

WHEREAS, RFTA and the State, wish to enter into this Contract to cover the construction and removal of the Temporary Detour (as such term is defined in Article I below; and

WHEREAS, the State needs to use a portion of RFTA's right of way for the purpose of constructing and removing the Temporary Detour; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and the faithful performance thereof, the parties hereto promise and agree as follows:

ARTICLE I GENERAL PROVISIONS

SECTION A. DEFINITIONS

AAR	-	Association of American Railroads
AASHTO	-	American Association of State Highway and Transportation Officials
AREMA	-	American Railway Engineering and Maintenance-of-Way Association
CFR	-	Code of Federal Regulations
PUC	-	Public Utilities Commission of Colorado
RFTA	-	Roaring Fork Transportation Authority

The term "Contractor" shall mean any individual, partnership, firm, corporation or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are hired by the State to perform any Project Work.

The term "Plans" shall mean the Temporary Detour Plans.

The term "Project" shall mean the State's Project No. FBR 0821-094, 18158, which includes the construction and removal of the Temporary Detour.

The term "Project Work" shall consist of the following work performed by the Contractor, including track work to be performed by Union Pacific Railroad on RFTA property: construction and removal of the Temporary Detour.

The term "Temporary Detour" shall mean the temporary re-routing of SH 82 traffic to 8th

Street in Glenwood Springs to accommodate the construction of the Roadway Overpass Structure. Such construction requires cutting the Aspen Branch Wye tracks at or near MP 360.44+/-, RFTA, Aspen Branch for a cut-section temporary roadway detour. The temporary detour alignment will be removed, and filled-in, and the tracks restored to the original alignment and placed back in service when such temporary detour is no longer required. All track and tie removal and replacement for the Temporary Detour from one end of the cut to the other end of the cut will be performed by Union Pacific Railroad pursuant the Contract between CDOT and Union Pacific Railroad Company, CDOT Project No. FBR 0821-094, 18158, signed by the State Controller on November 19, 2015 ("the UPRR Contract'). Farnsworth Group, on behalf of RFTA, will perform an inventory of the ties, rail and other appurtenances removed by UPRR at a cost of $2500 to be paid by CDOT. Ties and rail shall be replaced with new ties and new rail of a weight not less than the existing rail on each track removed per the UPRR estimate, Exhibit F, to the UPRR Contract.

SECTION B. EXHIBITS

The exhibits listed below are attached hereto and made a part of this Contract:

Exhibit A	Project Location Map and Survey Print of Temporary Crossing area
Exhibit B	Approved Plans for the Temporary Detour
Exhibit C	Temporary Easement and TE-10 Legal Description (Exhibit A)
Exhibit D	Insurance Requirements
Exhibit D-1	Agreement between RFTA and CDOT's Contractor
Exhibit E	Summary Cost Estimate

SECTION C. REFERENCE DOCUMENTS

The following are made a part of this Contract by reference, the same as if attached hereto including any supplements or amendments thereto dated prior to the date of this Contract.

23 CFR §140.900 et. seq. (2010)

23 CFR §646.101 et. seq. (2010)

23 CFR §646.200 et. seq. (2010)

ARTICLE II
COMMITMENTS ON THE PART OF RFTA

SECTION A. TEMPORARY EASEMENT

1. For the consideration stated therein, RFTA agrees to grant to the State a temporary

easement in the form attached hereto as **Exhibit C** to use a portion of the RFTA property in connection with the construction and removal of a Temporary Detour, as more particularly described in **Exhibit C** This temporary easement shall commence on the Effective Date and shall automatically terminate on the earlier to occur of (a) the date of completion of the Project, which shall include the removal of the Temporary Detour and restoration of the original grade, and track replacement on both the west and east legs of the Wye, as determined by the State providing written notice to RFTA that the Project is complete, and (b) the date that is twenty-eight (28) months after the Effective Date.

SECTION B. PLANS; CONSTRUCTION

1. The 100% Temporary Detour Plans, once approved by RFTA, shall be made a part of this Contract by reference. No changes in the Plans shall be made unless RFTA has consented to such changes in writing. RFTA's review and approval of any plans hereunder (including the Plans) in no way relieves the State or the Contractor from their responsibilities, obligations and/or liabilities under this Contract, and will be given with the understanding that RFTA makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of any such plans (including the Plans) and that any reliance by the State and/or the Contractor on the Plans is at the risk of the State and/or the Contractor. Project special provisions affecting the interests of RFTA are also subject to approval by RFTA. All work under this Contract shall be performed strictly in compliance with the Plans, special provisions and any guidelines or standards furnished by RFTA to the State for this Project. The State confirms that no work of demolition or new construction is to commence until RFTA's authorized representative have given final approval of the Plans.

2. The State also confirms that when the State advertises for bids from Contractors for this Project, it will require all Contractors awarded bids to work on the Project to comply with the Plans, and other guidelines or standards furnished by RFTA to the State for this Project prior to the bid packages being sent out.

3. The Project will be a "Construction Managed General Contractor (CMGC)" project. The State, at its expense, has provided to RFTA the detailed plans for the Temporary Detour. RFTA has reviewed and approved preliminary plans for the Temporary Detour. The State will submit final 100% completed plans or similar progress plans and construction plans for the Temporary Detour which shall in all cases be in compliance with the review comments received from RFTA, for each particular plan set reviewed in connection with the Project. The 100% plans or similar progress plans, specifications, construction plans and Project special provisions affecting the interests of RFTA shall comply with all design standards and specifications of AAR, AASHTO, AREMA, UPRR and RFTA and are also subject to the written approval of RFTA.

SECTION C. CIVIL RIGHTS

N/A (since RFTA is not performing any work herein, subcontracting any work to others or ordering any materials.)

SECTION D. CONTRACTOR REQUIREMENTS FOR WORKING ON OR NEAR RFTA PROPERTY

1. RFTA's Right to Stop Work. If a Contractor shall prosecute the Project Work across or within RFTA's right-of-way contrary to the Plans, or other guidelines or standards furnished to the State, or if a Contractor shall prosecute the Project Work in a manner deemed hazardous by RFTA to its right-of-way and facilities, or if the insurance prescribed in Article III, Section B, paragraph 3 hereof shall be cancelled during progress of said work, RFTA shall have the right to stop the Project Work across or within RFTA's right-of-way until the acts or omissions of such Contractor have been fully rectified to the reasonable satisfaction of RFTA's authorized representative, or until additional insurance has been delivered to and accepted by RFTA's insurance department. Such work stoppage shall not give rise to or impose upon RFTA any liability to the State or any Contractor. In the event RFTA shall stop the Project Work herein provided, RFTA agrees to give immediate notice thereof, in writing, to the Chief Engineer, Colorado Department of Transportation 4201 East Arkansas Ave., Denver, CO 80222.

2. RFTA shall endeavor to notify the State within twenty (20) calendar days following delivery of the State's Contractor's certificates and policies of insurance referenced in Article III, Section A, paragraph 5, to RFTA, whether said insurance has been accepted or rejected.

ARTICLE III
COMMITMENTS ON THE PART OF THE STATE

SECTION A. STATE ACTIVITIES

1. Construction Managed General Contractor. The State has entered into a Construction Managed General Contractor (CMGC) contract for the design of the Project across or within RFTA's right-of-way. The State will award a contract for the Project Work. The State has included the Plans (or the current iteration of the Project plans to the extent that the same are not at the 100% design level) and other guidelines or standards furnished to the State in its construction contract.

2. Construction by the State. The State shall perform, or cause to be performed, in a manner acceptable to RFTA, all Project Work across and within RFTA's right-of-way in compliance with the Plans and any guidelines or standards furnished by RFTA at or prior to the signing of this Agreement.

3. Supervision by the State. The State shall maintain supervision over the operations of its Contractor while performing Project Work across or within RFTA's right-of-way. The responsibility of the State for supervision of the Project shall not be lessened or otherwise affected by RFTA's approval of the Plans or by RFTA's collaboration in performance of any work, or by the presence at the work site of RFTA''s representatives, or by compliance by the State or the Contractor with any requests or recommendations made by such representatives. If a representative of RFTA is assigned to the Project, the State and the

Contractor will give due consideration to suggestions and recommendations made by such representative for the safety and protection of RFTA's right-of-way and operations. However, at all times such Contractor shall be considered an independent contractor and not an employee of the State.

4. Utilities. The State's construction contract will include provisions that the Contractor take such measures as RFTA and the State may agree upon in writing respecting any utilities located upon RFTA's right of way as hereinafter provided. It is understood and agreed that the owner of any utility, located on RFTAs right-of-way, retains the right to move, repair, recondition or relocate the same at the State's expense, but, only those reasonable costs associated with and necessitated by CDOT's project. The State shall require that if, during progress of the Project Work, the Contractor shall discover any utility that has a right to be on RFTA's right of way, but that is not specifically mentioned and provided for elsewhere in the Plans, which utility must be moved, repaired, reconditioned or relocated because of the Project, the Contractor shall initiate immediate notice thereof to the State and RFTA, and the State will furnish directions respecting the same; but, unless otherwise agreed upon between the State and RFTA, the State will authorize the Contractor to make only such temporary or emergency repairs as may be required to protect and safeguard the utility and the right-of-way of RFTA prior to commencement of work thereon by the owner of the utility or RFTA. When such operations are undertaken by the owners of the utility or RFTA, the State will require the Contractor to cooperate to the extent that ample protection of such work will be provided, to the end that the entire Project contemplated by this Contract may be expedited. The terms "utility" and "utilities" as used herein include all properties and facilities of any person, firm or corporation constituting any part of the utility system, including, but not limited to, pipe lines, wire lines, fiber optic lines, tube lines, water and gas mains, electrical conduits, sewer pipes, overhead wiring, and supporting structures and appurtenances located within parcel TE-10. All proposed and relocated utilities are subject to the prior review and approval of RFTA''s authorized representatives and shall comply with RFTA's Design Guidelines, including, without limitation, AREMA standards and guidelines.

5. Insurance. The State agrees that it will not authorize any Contractor to enter upon RFTA property or perform any work contemplated by this Contract across or within RFTA's right-of-way unless or until its Contractor shall have provided the insurance specified in RFTA's Insurance Requirements marked **Exhibit D**, shall have delivered the certificate, policies and endorsements of insurance as described in **Exhibit D** to RFTA, shall have signed **Exhibit D-1** and delivered same to RFTA, and all such documents have been accepted by RFTA. The insurance shall be kept in full force and effect during all times any Project Work is being performed across or adjacent to RFTA right-of-way by any Contractor.

SECTION B. STATE'S CONSTRUCTION CONTRACTOR ACTIVITIES

1. Contractor's Defaults and Omissions. To the extent authorized by law, the State shall require its Contractor to correct or eliminate any defaults or omissions of the Contractor for all Project Work performed relative to this Contract.

2. Contractor's Operations. In consideration of the premises and of the rights granted to the State in Article II, Section A hereof, the State hereby agrees to include in its construction contract provisions which require the Contractor to keep and perform the following covenants, conditions and stipulations:

a. Notice. The State will require all Contractors to provide to RFTA the notifications that are required in **Exhibit D**.

b. Contractor's Methods and Procedures. Unless methods and procedures are otherwise provided for in the Plans, the Contractor and RFTA shall agree, in advance of the Contractor performing the Project Work, upon methods and procedures covering all construction across or within the RFTA right-of-way and, when reasonably required by RFTA, the Contractor shall submit such proposals in writing. The Contractor shall at all times keep covered all pits or openings near or under tracks, except during the time required for actual operations in making such pits or openings and performing work therein. Provisions of this paragraph shall not be construed as relieving the Contractor of or subjecting RFTA or the State to any responsibility or liability for the Contractor's operations, methods and procedures. The Contractor shall not pile or store any material nor park any equipment closer than twenty-five (25) feet of any track centerline unless authorized by RFTA's designated representative. For construction clearance less than listed above, local operating unit review and approval is required.

3. Protection of Fiber Optic Cable System. The State agrees to include the following provisions in its contract with any Contractor performing any Project Work on RFTA's right-of-way:

Protection of Underground Utilities. Grantee acknowledges that Qwest Communications Corporation or its successor has an easement for underground cable along the Corridor and that fiber optic cable is buried through the Corridor and possibly under the Temporary cut. Grantee, at least five (5) days prior to performing any excavation activities on the Corridor, shall notify RFTA at (970) 384-4982, and shall notify the Qwest at 1-800-AT-FIBER (a 24-hour number). Prior to beginning any work on the Temporary Detour, Licensee shall determine where any other utilities are buried on or about the Temporary Detour Parcel TE-10. Licensee shall pay special attention to fiber optic cable and determine the names of the telecommunications company(ies) involved, arrange for a cable locator, determine whether arrangements for relocation or other protection of the fiber optic cable is required and shall so notify RFTA. Any such relocation or protection shall be at Licensee's expense.

4. Subcontractors. The State will require its Contractor to be and remain primarily liable and responsible to RFTA for all acts or omissions of any subcontractor.

SECTION C. STATE OBLIGATIONS

1. Obligation to RFTA's Tenants. RFTA shall have no obligation with respect to removing, relocating, or reinstalling the facilities of its lessees or licensees, required to be removed, relocated or reinstalled incidental to the Project. The State, at its expense, shall make all arrangements with the lessees and/or licensees, which arrangements shall be

subject to the reasonable approval of RFTA.

The State shall ensure that prior to any work within RFTA's right of way, the Temporary Easement must have been fully executed and the consideration paid.

2. Coordination of Work. CDOT's Region 3 Resident Engineer, Roland Wagner, P.E., 202 Centennial Drive, Glenwood Springs, CO 81601, phone 970-384-3334, is designated to coordinate the Railroad Work and the Project Work provided for herein. The Program Engineer is Steve Olson, P.E., 202 Centennial Drive, Glenwood Springs, CO 81601, phone 970-384-3332. The Resident Engineer or his designee shall arrange with RFTA a mutually acceptable date that the Temporary Detour Work can begin. RFTA's representative is Angela M. Henderson, RFTA Assistant Director, Project Management & Facilities Operations, address 1340 Main Street, Carbondale, CO. 81623, phone 970-384-4982 – office or 970-948-4443-cell.

SECTION D. PUC APPLICATION AND APPROVAL

The State has made application to the PUC for its approval of the Project including the Temporary Detour. The parties shall cooperate in presenting all matters involved to the PUC in connection with the application. The provisions of this Contract pertaining to the performance of the Project shall not become effective until approval thereof has been obtained from the PUC.

ARTICLE IV
ADDITIONAL PROVISIONS

SECTION A. NO PARTICIPATION BY RAILROAD IN ANY PROJECT COSTS

Pursuant to the provisions of 23 CFR §646.210, the State confirms that the Project is of no ascertainable net benefit to RFTA and that RFTA shall not be required to share in any Project costs or costs, including those involving the construction and removal of the Temporary Detour.

SECTION B. FINANCIAL PROVISIONS

Contract Amount. The total contract encumbrance amount for this Project is shown on page 1, and the State's maximum financial obligation under this Contract is currently limited to that total encumbrance amount.

SECTION C. CANCELLATION

In the event delays or difficulties arise in securing necessary approvals, or in acquiring necessary right of way, or in settling damages or damage claims, or for any other reason within twelve (12) months after either party's execution of this Contract, which, in the opinion of the State renders it impracticable to utilize funds from the current appropriation for the construction of the Project, then at any time before the State commences any work under this Contract pursuant to proper approval or authority, the State may serve formal notice of cancellation upon RFTA, and this Contract shall thereupon become null and void. In the event of any such cancellation the State shall reimburse RFTA for all reasonable costs incurred by RFTA prior to the effective date

of termination.

RFTA, if it so elects, may terminate this Contract effective upon delivery of written notice to the State in the event the State does not commence construction on the portion of the Project located on RFTA's right-of-way within twelve (12) months from the scheduled start up of Project Work that will involve work on RFTA's right-of-way.

SECTION D. TERM

This Contract shall become effective immediately upon the Effective Date and shall continue in full force and effect for as long as the Temporary Detour remains on RFTA's right-of-way and the temporary easement described in Article II, Section A, remains in effect.

SECTION E. SUCCESSORS AND ASSIGNS

All of the covenants and provisions hereof shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns.

SECTION F. SIGNATURE AUTHORITY

RFTA and the State each represent and warrant that they have taken all actions that are necessary or that are required by their procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Contract on behalf of RFTA and the State.

SECTION G. EXCEPTIONS TO SPECIAL PROVISIONS

The State and RFTA agree that Section I, Special Provisions, is hereby amended in the following particulars:

1. The parties hereto agree that the final sentence of paragraph 4, Independent Contractor. (4 CCR 801-2), of Section I, Special Provisions, is replaced with the following:

> Contractor shall provide and keep in force such types of Workers' Compensation Insurance, in the amounts required by law (and provide proof of such insurance, if such insurance is required by law, when requested by the State) and Unemployment Compensation Insurance, if required by law, in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees, and agents."

2. The parties hereto agree that the first sentence of paragraph 6, Choice Of Law, of Section I, Special Provisions, is replaced with the following:

> "The laws of the State of Colorado and rules and regulations issued pursuant thereto, to the extent not preempted by federal law, shall be applied in the interpretation, execution, and enforcement of this Contract."

3. The parties hereto agree that paragraph 10, Vendor Offset. (§§CRS 24-30-202 (1) & 24-30-202.4) shall apply to this Contract, to the extent not preempted by federal law.

SECTION H. SPECIAL PROVISIONS Revised 01/01/09

1. Controller's Approval. (CRS §24-30-202(1)).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. Fund Availability. (CRS §24-30-202(5.5)).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. Governmental Immunity.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. Compliance with Law.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. Choice of Law.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to

the extent capable of execution.

7. Binding Arbitration Prohibited.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contact or incorporated herein by reference shall be null and void.

8. Software Piracy Prohibition. (Governor's Executive Order D 002 00).

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. Employee Financial Interest/Conflict Of Interest. (CRS §§24-18-201 and 24-50-507).

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. Vendor Offset. (CRS §§24-30-202 (1) and 24-30-202.4).

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. Public Contracts For Services. (CRS §8-17.5-101).

Contractor, certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of

job applicants while this Contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

12. Public Contracts With Natural Persons. (CRS §24-76.5-101).

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SECTION J: STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, and to the extent not preempted by federal law, this **§J** applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor

demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Transportation, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

ROARING FORK TRANSPORTATION AUTHORITY

By _____

Its:_____

STATE OF COLORADO
JOHN W. HICKENLOOPER, GOVERNOR

By _____
Joshua Laipply, P.E.
Chief Engineer

APPROVED:
JOHN W. SUTHERS, Attorney General

By_____
KATHRYN YOUNG, Asst. Attorney General

CRS 24-30-202 requires that the State Controller approve all state contracts. This Contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. RFTA is not authorized to begin performance until the Contract is signed and dated below. If performance begins prior to the date below, the State may not be obligated to pay for goods and/or services provided.

State Controller
Robert Jaros, CPA, MBA, JD

By_____
CDOT Controller

_____
Date