



Request for Qualifications

Assistance with Bus Stop/Bus Shelter/Facility Maintenance

Issue Date: March 31, 2025
Proposals Due: April 21, 2025

This Request for Qualifications (RFQ) has been published through Core Transit's official website, which may be accessed at: www.coretransit.org. Any modifications to this RFQ or addenda pertaining to this RFQ will be published to the official Core Transit website, and all proposers are responsible to periodically check the official Core Transit website for relevant updates prior to submission of the proposal.

I. Overview.

The Eagle Valley Transportation Authority d/b/a Core Transit (“Core Transit”) is seeking proposals from experienced and qualified firms to perform the services described in this RFQ.

About Us.

In November 2022, Eagle County residents voted to enhance the region's transportation infrastructure by establishing the Eagle Valley Transportation Authority (EVTA), now d/b/a Core Transit. Core Transit, approved by voters in Eagle County, Avon, Eagle, Minturn, Red Cliff, Vail, and Beaver Creek, aims to improve regional collaboration, cost-sharing, transportation, and transit systems and better serve the region's workforce, employers, residents, and visitors. Core Transit is governed by a seven-member Board of Directors, made up of one sitting elected official from each of the seven member jurisdictions. The formation of Core Transit also authorized a new half-penny sales tax to fund future transportation services, including both transit and minimum revenue guarantees to attract additional air service to the Eagle County Airport (EGE).

Core Transit provides regional transportation along the Interstate 70 corridor from Dotsero, at the mouth of Glenwood Canyon, to Vail; along the U.S. Highway 24 to the Town of Leadville in Lake County; as well as ADA transportation service to eligible passengers within a 3/4-mile buffer of fixed routes. It operates a fleet of 42 buses, including two battery electric buses, with a service span of 20 hours per day, seven days per week, 365 days a year. Annual ridership is over one million passengers, with ridership up approximately 30% year-over-year between 2024 and 2025.

Core Transit maintains 43 bus shelters and 50+ bus stops along the I-70, US6, and US24 corridors stretching from Dotsero to Vail. In addition, Core Transit owns and maintains a 4,600 sq ft bus barn in Leadville and several residential properties in Gypsum. Additional facilities may be acquired during the term of this agreement.

II. Scope of Services.

Core Transit is issuing this Request for Qualifications to identify qualified vendors to provide routine and preventative bus stop/bus shelter maintenance and management services, as well as facility maintenance support for properties owned/managed by Core Transit, as further described in the Scope of Work, Exhibit A. Core Transit will consider vendors who can provide parts, but not all of the attached scope of services and reserves the right to select multiple vendors.

III. RFQ Tentative Schedule.

The following is the tentative schedule for this RFQ. Core Transit reserves the right to adjust this schedule.

March 31, 2025	RFQ Release Date.
April 9, 2025	Deadline to submit questions via email.
April 14, 2025	Responses to questions will be posted on www.coretransit.org .
April 21, 2025	Electronic proposals are due no later than 3:00 PM Mountain Standard Time.
April 28, 2025	Hold interviews if applicable.
May 7, 2025	Expected date by which a recommendation will be made to Authority Board on award of the proposal.
June 1, 2025	Tentative contract start date.

IV. Submittal Requirements.

To enable Core Transit to fairly evaluate each proposal, each respondent shall use the following proposal format:

- a. Cover Sheet stating the name of the vendor, address, telephone number, website URL, and contact person's name and email address.
- b. Cover Letter, including a clear, concise statement of the vendor's understanding of the required services and a summary of the partnership the vendor envisions with Core Transit.
- c. Project Schedule, including a plan for how you propose to complete the work. *Core Transit will consider vendors who can provide parts, but not all of the attached scope of services and reserves the right to select multiple vendors.*
- d. Detailed Schedule of Fees.
- e. Statement of Qualifications, including:
 - i. Company Information:
 1. Organization – general.
 2. Time in business,
 3. Number of employees,
 4. Annual volume of business (number of clients and dollar total),
 5. A description of what differentiates the vendor's service from that of its competitors; and
 6. Any pending legal actions against the vendor.

- ii. Similar Project Experience:
 - 1. Examples of similar work within the past five years; and
 - 2. Examples of projects completed for other public entities.
- iii. Evidence of any necessary licensure, registrations, and credentials, including information on any revocation or suspension.
- iv. Minimum of three references, including telephone and email contact information for each reference.
- f. Written disclosure of any known potential conflicts of interest that may result during the course of performance of the services.
- g. Comments and requested revisions to the form of Services Agreement (“Services Agreement”) circulated in connection with this RFQ, including without limitation the insurance requirements. Post-award comments to the Services Agreement not included in the proposal shall not be considered.**
- h. The proposal must be signed manually or electronically by an officer or person qualified to bind the vendor.

V. Proposal Submission.

Proposals must be submitted via email, clearly designated with the email subject line “Core Transit Maintenance RFQ” to:

Dave Snyder
Core Transit Director of Transportation
dave.snyder@coretransit.org

All proposals must be submitted as a single document in .pdf format. Proposals without the proper subject line or in the wrong format may not be considered.

VI. Questions.

Questions regarding this RFQ must be emailed and submitted in accordance with the Schedule outlined above. All questions must be clearly designated with the email subject line “Core Transit Maintenance RFQ Questions.” Questions without this subject line may not be considered. Questions communicated by telephone or in person will not be considered.

All questions will be responded to on the official Core Transit website at www.coretransit.org no later than the date indicated in the Schedule above. Any responses by Core Transit that change the terms, conditions, and/or specifications of this RFQ will be posted on the

website as an addendum. No other communications of any kind may be considered to change the terms, conditions, and/or specifications of this RFQ.

VII. Withdrawal of Proposal.

Proposals may be withdrawn within 48 hours of their submission. Following the 48-hour withdrawal period, proposals are binding on the vendor for a period of 60 days.

VIII. Proposal Evaluations.

Core Transit will evaluate all proposals that conform in all material respects to the requirements contained in the RFQ. Core Transit may use a numerical valuation system to weigh the following criteria and rank the proposals. The evaluation criteria are listed below and are outlined in more detail under evaluation criteria:

- 1) Substantiated representations regarding the Vendor's experience and competence to accomplish the required work as set forth in this Request for Qualifications.
- 2) Vendor's overall approach to the project.
- 3) Vendor qualifications.
- 4) Cost to provide the requested services.
- 5) References and past performance on similar projects.
- 6) Familiarity with the services required.

In evaluating proposals, the highest priority will be placed on factor 1. Secondary priority will be placed on factors 2, 3 and 4 with tertiary priority being given to factors 5 and 6.

Core Transit will consider vendors who can provide parts, but not all of the attached scope of services and reserves the right to select multiple vendors.

IX. Procedure for Selecting Proposal.

The proposals are expected to be evaluated by Core Transit staff. As part of its evaluation process, Core Transit may request clarifications and additional information, conduct customer reference checks, require a subset of finalist vendors to make a presentation to Core Transit's selection team and/or Board, hold multiple rounds of review with a limited group of proposers, and take any other action necessary to perform a thorough and objective evaluation of each proposal. In the event that Core Transit elects to accept a proposal, it shall accept in writing the proposal that, in its estimation, will best serve the interests of Core Transit.

Subsequent to the proposal due date, Core Transit reserves the right to negotiate (i) terms and conditions of the Services Agreement with a vendor(s), and (ii) modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.

Core Transit further reserves the right to reject any and all proposals, waive any and all formalities, disregard all nonconforming, non-responsive or conditional proposals, and terminate, modify, or suspend the RFQ process. This RFQ does not commit Core Transit to award a contract.

After evaluation of proposals, Core Transit may request additional detailed elements of the proposals or clarifications. This process does not constitute negotiations. Negotiations may be conducted at the discretion of Core Transit. Core Transit reserves the right to award a contract without discussions or negotiations.

X. General Terms and Conditions.

- a. Interested Parties. All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- b. Controlling Terms. In the case of any conflict between the RFQ and the Services Agreement, as may be modified subject to the terms of this RFQ, the terms of the Services Agreement shall control.
- c. Pre-Contractual Expenses. Core Transit assumes no liability for payment of any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals.
- d. Tax Exemption. Core Transit, as a political subdivision of the State, is exempt from sales and use taxes. Following the award of proposal, a tax exemption certificate will be furnished by Core Transit upon request by the successful vendor.
- e. No Obligations. This RFQ does not obligate Core Transit or the selected vendor to provide any services or make any payments unless and until a contract is signed and approved by both parties. This RFQ requires a separate written contract to be prepared in substantially the same form as the attached Services Agreement.
- f. Non-Discrimination. The vendor, by submitting a proposal, agrees to not unlawfully discriminate against any employee, or applicant for employment, of the vendor or Core Transit or any member of the public on the basis of disability, race, sex, age, national origin, religion, sexual orientation, gender identity or expression, marital or military status, pregnancy, political affiliation or any other status protected by federal or state law.

- g. Governing Law. The laws of the State of Colorado shall govern this RFQ. Venue for any dispute arising out of or relating to this RFQ shall be in the State of Colorado District Court for the Fifth Judicial District.
- h. Public Record. All proposals submitted will become property of Core Transit and may be subject to public disclosure pursuant to the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S.

**SERVICES AGREEMENT
BETWEEN**

**Eagle Valley Transportation Authority d/b/a Core Transit
and
Name of Contractor**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into the most recent day and year set forth below by and between **Eagle Valley Transportation Authority d/b/a Core Transit**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Owner”), whose mailing address is c/o ECO Transit, P.O. Box 1070, Gypsum, Colorado 81637, and **NAME OF CONTRACTOR** (“Contractor”), whose mailing address is Contractor Mailing Address. The Owner and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide Type of Service services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than **June 1, 2025** and completed no later than **May 31, 2026**. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Owner, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Owner for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees to pay the Contractor the amounts set forth in **Exhibit A**. Total compensation shall not exceed Amount spelled out Dollars (\$Numeric amount). The Owner shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Owner periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Contractor.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who

shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Owner. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Owner for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Owner. The Owner's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Owner is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the Owner's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Owner or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Owner. Nothing shall detract from this obligation unless the Contractor

advises the Owner in writing that such data may be unsuitable, improper, or inaccurate and the Owner nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Owner, the Owner Representative, and the Owner's directors, officers, employees, and _____ shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years; and (ii) automobile liability policy.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability;

and (iii) automobile liability insurance policies in favor of the Owner, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the Owner is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Contractor will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Contractor.

14. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the Owner all workmanship, equipment and materials paid for by the Owner pursuant to this Agreement for a period of two (2) years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Owner. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Owner within such reasonable period of time as specified by the Owner in writing. If the Contractor fails to repair such defect within such period of time specified by the Owner, the Owner may repair such defect or contract for such repairs at the expense of Contractor. The obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

16. Acceptance Not Waiver. The Owner's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Owner under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the Owner for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's

obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

22. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Eagle County.

23. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Annual Appropriation. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

25. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended

will be at the Owner's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

26. Taxes. The Owner is a governmental entity and is therefore exempt from state and local sales and use tax. The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner. The Contractor shall use the Owner's sales tax exemption for the purchase of any and all products and equipment on behalf of the Owner.

27. Time is of the Essence. All times stated in this Agreement are of the essence.

28. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

29. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

30. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

31. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

32. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

OWNER:

Eagle Valley Transportation Authority
d/b/a Core Transit, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

NAME OF CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

Tasks to be performed by Contractor, with direction and prioritization from Core Transit staff:

1. Snow Plowing, Shoveling, and Ice/Snow Removal:

Clear snow and ice from bus stops and shelters promptly after snowfall. Note that this will require a snowplow to remove snow from the bus pullouts and all bus stops will need hand shoveling around the structures and/or benches.

Ensure pathways to the bus stop are safe and accessible for passengers/riders, including hand shoveling of adjacent sidewalk areas and use of ice treatment products to minimize the potential for slips/falls.

Removal and disposal of accumulated snow as may be necessary.

Provide proposed schedule/timeframe for post-storm snow removal to Core Transit in your proposal.

2. Trash Pick Up and Shelter Cleaning:

Regularly collect and dispose of trash from bus stops and shelters. Provide a proposed schedule to Core Transit in your proposal.

Clean shelters to maintain cleanliness and hygiene standards.

3. Repair of Shelter Structures:

Conduct repairs on shelters as needed, including:

- Lighting repair or replacements, including conventional and solar lighting
- Painting to maintain a good appearance and visibility.
- Replacement or repair of plexiglass and roof materials.
- Repair and replacement of accessories including benches, bike racks, and trash receptacles.

4. Vegetation Removal:

Remove overgrown vegetation around bus stops and shelters to ensure visibility and accessibility.

5. Graffiti Removal:

Promptly remove graffiti from bus stops and shelters to maintain a clean and welcoming environment.

6. Surface Repairs:

Perform repairs on various surfaces such as concrete, asphalt, and gravel around bus stops and shelters to ensure safety and visibility.

7. Installation and Removal of Schedules:

Install and update summer and winter bus schedules as designated stops/shelters, per the schedule provided by Core Transit.

Remove outdated schedules promptly, per guidance from Core Transit.

8. Installation and Removal of Notices and Advertisements:

Install and manage notices and advertisements at bus stops and shelters as per Core Transit directives/requirements.

Remove expired and/or outdated notices and advertisements promptly, as directed by Core Transit.

9. Removal and Installation of Shelters:

In the event a bus shelter is damaged or destroyed, assist with bus shelter removal and installation services, as needed.

10. Maintenance of Core Transit Facilities:

Make facility repairs, as needed, to the Core Transit managed Leadville Bus Barn, to include electrical work, plumbing repairs, and any other facility defect that requires action.

11. Maintenance of Core Transit Owned Housing Units:

Make repairs, as needed, to the Core Transit-owned housing units, to include electrical work, plumbing repairs, and any other facility defect that requires action.

Deliverables:

Cleaned and maintained bus stops and shelters throughout the contract period.

Documentation of maintenance activities and repairs performed/completed.

Schedule updates and removal of outdated materials.

Facility repairs to Core Transit owned/managed properties:

Fee Schedule:

<u>Expense Category</u>	<u>Estimated Monthly Expense In Dollars</u>
Snow Plowing/Removal/Shoveling	_____
Trash Removal/Pickup	_____
Shelter/Structure Repair Services	_____
Vegetation Removal	_____
Graffiti Removal	_____
Surface Repairs	_____
Shelter Signage Installation Replacement	_____
Installation/Removal of Notices & Advertisements	_____
Shelter Removal/Installations	_____
Core Transit Facility Maintenance	_____
Total:	_____