

## CONSTRUCTION SERVICES AGREEMENT

### CSA 2021-10-12, On-Call General Construction Services Less Than \$25,000

THIS CONSTRUCTION SERVICES AGREEMENT is made effective this December 1, 2021 by and between **Valley Regional Transit** (hereinafter referred to as "VRT") and **Wash Worx, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to Contractor and to VRT.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

#### ARTICLE 1 - SCOPE OF WORK

**1.1** Contractor agrees to perform the tasks outlined in the Request for Proposal 2021-10-12 scope of work and Exhibit A under the direction and review of VRT Executive Director or designated person(s).

**1.2** Contractor's project manager shall be Zach Bennett, who is responsible for carrying out the provisions of this agreement and coordinating with subcontractors, where appropriate.

**1.3** Any substantive changes, supplements and/or additions to the Request for Proposal shall be covered by the provisions of Article 12 – Agreement Modification.

#### ARTICLE 2 - DURATION

**2.1** This Agreement shall continue from the "base" year of December 1, 2021 – November 30, 2024: A three (3) year period of time commencing on the above date, with the option to renew upon mutual agreement of both parties an additional two (2) one-year terms.

#### ARTICLE 3 - CONFERENCES

**3.1** During the term of this Agreement, representatives of Contractor will meet with representatives of VRT at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

#### ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

**4.1** It is agreed to and understood by the parties hereto that, subject to any modifications to this Agreement, Contractor will invoice per the pricing submitted in approved Task Order(s). Further, the cost principals of 2 C.F.R. Part 200, Subpart E shall apply to the calculation and determination of allowable costs to be paid to Contractor or reimbursed to Contractor. The awarded vendor will be paid in US Dollars and can expect payment within 45 days after receipt of invoice.

**4.2 Invoicing:** All invoices, with supporting documentation need to be mailed to: Valley Regional Transit, Attn: Accounts Payable, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or email to: [generalaccounting@valleyregionaltransit.org](mailto:generalaccounting@valleyregionaltransit.org).

## **ARTICLE 5 - INDEPENDENT CONTRACTOR**

**5.1** In the performance of all services hereunder:

**5.1.1** Contractor shall be deemed to be and shall act as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Agreement. VRT is not responsible for withholding, and shall not withhold FICA or other employment taxes of any kind from any payments which it owes Contractor. VRT shall issue Contractor a 1099 rather than a W-2 form. Contractor is not entitled to receive any benefit which employees of VRT are entitled to receive, if any, and Contractor shall not be entitled to workers' compensation, unemployment compensation, medical insurance life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of Contractor's work for VRT. Contractor shall maintain Contractor's own occupational licenses in any and all cities and counties, as may be required by applicable law. Contractor shall furnish VRT with current certificates and proofs of payment that Contractor has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as VRT may require of Contractor from time to time.

**5.1.2** This Agreement does not create an employer-employee relationship between VRT and Contractor, and this Agreement is not a contract for future employment or future engagement.

**5.1.3** Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

## **ARTICLE 6 - INDEMNIFICATION**

**6.1** Contractor shall indemnify, defend, and hold harmless VRT, its members, directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, suites, administrative proceedings, and expenses, including attorney fees and costs, resulting from a breach of this Agreement by Contractor or any errors or omissions of Contractor, or any agent, employee, or subcontractor of Contractor, in the performance of this Agreement.

**6.2** If either party files an action to enforce this Agreement, or which arises out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs of suit including attorney's fees and costs of litigation, arbitration, and including appeals.

## **ARTICLE 7 - PROPRIETARY INFORMATION**

**7.1** Contractor agrees it will keep confidential and not use any material or information furnished by VRT for any purpose whatsoever other than as herein specified without prior written consent of VRT.

## **ARTICLE 8 - DISCLOSURE**

**8.1** Contractor shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement

effort. No news release, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of VRT. The restrictions of this paragraph shall continue in effect until completion or termination of this Agreement for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this paragraph may be cause for termination of this Agreement. This provision applies to periods during and after the Agreement Period.

#### **ARTICLE 9 - GOVERNING LAW**

**9.1** This Agreement shall be governed and construed in accordance with the federal law, the laws of the state of Idaho, and any applicable local ordinances of governmental entities located within the VRT service area. The parties agree that the counties of either Ada or Canyon, State of Idaho, are the proper venue for any action arising out of this Agreement.

#### **ARTICLE 10 - ASSIGNMENT**

**10.1** This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

#### **ARTICLE 11 - TERM**

**11.1** This Agreement shall become effective upon the date first herein above written and shall continue in effect for the full duration of the Agreement Period unless sooner terminated in accordance with the provisions of this Agreement. The parties hereto may, however, extend the term of this Agreement for additional periods as desired upon mutually agreeable terms and conditions, which the parties reduce to writing and sign.

#### **ARTICLE 12 - AGREEMENT MODIFICATION**

**12.1** Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto. Any written amendment modifying this Agreement shall address cost increase or decrease and time of completion increase with reference to the final completion date and the date the final report is due.

#### **ARTICLE 13 - DEFAULT**

**13.1** VRT may, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (a) if Contractor fails to perform the services within the time specified herein or any extension thereof; or (b) if Contractor fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances not cure such default or commence curing the same within a period of ten days (or such longer period as VRT may authorize in writing) after receipt of notice from VRT specifying such failure.

**13.2** Contractor shall continue performance of this Agreement to the extent not terminated. VRT shall have no obligations to Contractor with respect to the terminated part of this Agreement except as herein provided. In case of Contractor's default, VRT' rights as set forth herein shall be in addition to VRT' other rights although not set forth in this Agreement.

**13.3** Contractor shall not be liable for damages resulting from default due to causes beyond Contractor's control and without Contractor's fault or negligence.

#### **ARTICLE 14 - NON-WAIVER OF RIGHTS**

**14.1** The failure of VRT to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

#### **ARTICLE 15 - TERMINATION**

**15.1** VRT may terminate this Agreement in whole or in part, for VRT's convenience or because of the failure of Contractor to fulfill its obligations under this Agreement. VRT shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VRT's Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process. If the termination is for the convenience of VRT, the Executive Director shall make an equitable adjustment in the Cost of Work but shall allow no anticipated profit on unperformed services. If the termination is for failure of Contractor to fulfill this Agreement obligations, as set forth below, VRT may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by VRT. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VRT.

**15.2** If Contractor fails to perform in the manner called for in this Agreement, or if Contractor fails to comply with any other provisions of this Agreement, VRT may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement. If it is later determined by VRT that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, VRT, after setting up a new performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

**15.3** VRT in its sole discretion may, in the case of a termination for breach or default, allow Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to VRT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor or written notice from VRT setting forth the nature of said breach or default, VRT shall have the right to terminate this Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VRT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**15.4** In the event that VRT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by VRT shall not limit VRT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**15.5** Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect VRT's rights and duties or release the parties hereto from their rights and obligations under Articles 4 and 5.

**15.6** If sufficient funds are not provided from applicable Federal, state, local or other sources to permit VRT in the exercise of its reasonable administrative discretion to continue this Agreement, or if VRT or the program for which this Agreement was executed is abolished, VRT may terminate this Agreement without further liability by giving Contractor not less than thirty (30) days written notice.

**15.7** Contractor agrees to include the above clause in each subcontract in excess of \$10,000 which is 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 sub-consultants who will be subject to its provisions

#### **ARTICLE 16 - ENTIRE AGREEMENT**

**16.1** Upon acceptance of this Agreement, Contractor agrees that the provisions under this Agreement, including all documents incorporated herein by reference, shall constitute the entire Agreement between the hereto, and supersede all prior agreements relating to the subject matter hereof. This Agreement may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

#### **ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) STATUS**

**17.1** It is the policy of VRT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of VRT to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;

- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program

**17.2** This Agreement is subject to 49 C.F.R. part 26 and 2 C.F.R. § 200.321. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. VRT shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, VRT may consider during its review of Contractor's submission package and Contractor's documented history of non-compliance with DBE requirements on previous contracts with VRT.

**17.3** Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include the following:

**17.3.1** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

**17.3.2** Assuring the small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

**17.3.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

**17.3.4** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:

**17.3.5** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and requiring all subcontractors to take the affirmative steps above. (2 C.F.R § 200.321)

**17.4** Contractor and its subrecipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VRT deems appropriate.

**17.5** Should DBE status, as defined under Federal regulations, be claimed by Contractor, Contractor agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VRT as grounds for termination of this agreement.

**17.6** When sub-agreements with other parties are required to fulfill the Work Program described in Request for Proposal, Contractor agrees to notify VRT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VRT) to perform the work. Contractor will notify VRT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, Contractor shall provide VRT of written proof of DBE certification.

**17.7** Contractor must promptly notify VRT, whenever a DBE sub-consultants performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-consultants to perform at least the same amount of work. Contractor may not terminate any DBE sub-consultants and perform that work through its own forces or those of an affiliate without prior written consent of VRT

**17.8** Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

**17.9** The provisions of this Section 17 are applicable if this Agreement is expected to exceed \$250,000. In the event that this Agreement is not expected to exceed \$250,000, the provisions of this Section 17 are inapplicable.

## **ARTICLE 18 - FEDERAL CONTRACTING REQUIREMENTS**

**18.1** All work performed under this Agreement shall meet the requirements of federal and state law including but not limited to the following:

**18.2 Incorporation of Federal Transit Administration (“FTA”) Terms.** The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation (“DOT”), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as revised, 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 Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request by VRT which would cause VRT to be in violation of the FTA terms and conditions.

**18.2.1** Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause

**18.3 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 (Form FTA MA (23) dated October 1, 2016) between VRT and FTA, as they may be amended or promulgated from time to time during

the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

**18.4 Civil Rights.** The following requirements apply to this Agreement:

**18.4.1 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, 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, Contractor agrees to comply with applicable Federal implementing regulations and other **implementing requirements FTA may issue.**

**18.4.2 Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:

**18.4.2.1 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, 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 activities undertaken in the course of providing the services contracted for under this Agreement. 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, Contractor agrees to comply with any implementing requirements FTA may issue.

**18.4.2.2 Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 - 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.



**18.4.2.3 Disabilities** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

**18.4.2.4** 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.

## **18.5 Program Fraud and False or Fraudulent Statements or Related Acts.**

**18.5.1** 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 the services to be provided under this Agreement. Upon execution of this Agreement, 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 this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

**18.5.2** 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 the 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 Contractor, to the extent the Federal Government deems appropriate.

**18.5.3** Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractor to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **18.6 No Obligation by the Federal Government.**

**18.6.1** VRT and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to VRT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

**18.6.2** Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **18.7 Federal Privacy Act Requirements.**

**18.7.1** Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

**18.7.2** Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **18.8 Records Disclosure.**

**18.8.1** Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

**18.8.2** Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**18.8.3** Contractor agrees to provide VRT, 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 Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

**18.8.4** Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**18.8.5** Contractor agrees to permit VRT, FTA and their contractors access to the sites of performance under this Agreement as reasonably may be required.

**18.9 Energy Conservation.** 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.

**18.9.1** Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

### **18.10 Breaches and Dispute Resolution.**

**18.10.1 Disputes.** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VRT's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon Contractor and Contractor shall aproposale be the decision.

**18.10.2 Performance During Dispute.** Unless otherwise directed by VRT, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**18.10.3 Claims for Damages.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**18.10.4 Remedies.** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between VRT and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which VRT is located

**18.10.5 Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by VRT or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**18.10.6** Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

### **18.11 Fly America.**

**18.11.1 Fly America Requirements.** 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **18.12 Water Pollution.**

**18.12.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**18.12.2** Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

**18.12.3** The provisions of this Section 18.12 are applicable if this Agreement is expected to exceed \$150,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.12 are inapplicable.

### **18.13 Clean Air Act.**

**18.13.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Contractor agrees to report each violation to VRT and understands and agrees that VRT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**18.13.2** Contractor shall include this clause in each subcontract financing in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the clause.

**18.13.3** Applicability. The provisions of this Section 18.13 are applicable if this Agreement is expected to exceed \$150,000. In the event that this Agreement is not expected to exceed \$150,000, the provisions of this Section 18.13 are inapplicable.

#### **18.14 Lobbying Limitations and Certification.**

By executing this Agreement, Contractor certifies that, to the best of his or her knowledge and belief, that:

**18.14.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**18.14.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413).

**18.14.3** Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**18.14.4** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**18.14.5** Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

**18.14.6** The provisions of this Section 18.14 are applicable if this Agreement is expected to exceed \$100,000. In the event that this Agreement is not expected to exceed \$100,000, the provisions of this Section 18.14 are inapplicable.

### **18.15 Contracts Involving Experimental, Development, Or Research Work**

**18.15.1** This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Agreement. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of this Agreement.

**18.15.1.1** The Federal Government reserves a royalty -free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (a) Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
- (b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

**18.15.1.2** Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Agreement, or a copy of the subject data first produced under this Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement,

is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

**18.15.1.3** Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

**18.15.1.4** Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

**18.15.1.5** Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Agreement is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

**18.15.1.6** The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**18.15.2 Patent Rights.** This following requirements apply to each contract involving experimental, developmental, or research work:

**18.15.2.1 General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, VRT and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

**18.15.2.2** Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), VRT and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

**18.15.2.3** Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **18.16 Debarment and Non procurement**

**18.16.1** Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to this Agreement and all related contract at any level irrespective of the contract amount. As such, Contractor certifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 18.16.1.1** Debarred from participation in any federally assisted Award;
- 18.16.1.2** Suspended from participation in any federally assisted Award;
- 18.16.1.3** Proposed for debarment from participation in any federally assisted Award;
- 18.16.1.4** Declared ineligible to participate in any federally assisted Award;
- 18.16.1.5** Voluntarily excluded from participation in any federally assisted Award; or
- 18.16.1.6** Disqualified from participation in any federally assisted Award.

**18.16.2** The certification in Section 18.16.1 is a material representation of fact relied upon by VRT. If it is later determined by VRT that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement.

**18.17** Contractor agrees to include the above two clauses in each subcontract expected to equal or exceed \$25,000 or subject to a federally required audited which is financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract which satisfy either or both of these prerequisites. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.



## **18.18 Employee Protections.**

**18.18.1** Contractor represents and warrants that a copy of the current prevailing wage determination issued by the DOL has been provided to VRT in connection with the RFP.

**18.18.2** Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

**18.18.3** If this Agreement meets the definition of a prime construction, alteration or repair contract in excess of \$2,000 awarded by FTA, then Contractor agrees to comply with the terms of this Section 12.12.3. Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**18.18.4** If Contractor's performance of this Agreement involves the employment of mechanics or laborers and the value of this Agreement is in excess of \$100,000, then Contractor agrees to comply with the terms of this Section 12.12.4. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no

laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

**18.18.5** These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

### **18.19 Recovered Materials**

**18.19.1** Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. 2 C.F.R. §200.322.

**18.19.2** Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

### **18.20 Veterans Employment. 49 U.S.C. 5325 (k)**

**18.20.1** To the extent practicable, Contractor agrees that it:

**18.20.1.1** Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

**18.20.1.2** Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

**18.20.2** Contractor also assures that its sub-contractor will:

**18.20.2.1** Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

**18.20.2.1.** Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **18.21 Bonding Requirements.**

For all contracts with an estimated value of \$50,000 or more, the Offeror will provide a performance and payment bond in an amount equal to the estimated value of the work. Such performance and payment bond will be issued by a surety acceptable to VRT.

**18.22 Seismic Safety.** The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**18.22.1** The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

### **18.23 Safe Operation of Motor Vehicles.**

**18.23.1** Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company -leased” refer to vehicles owned or leased either by Contractor or VRT.

**18.23.2** Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

**18.23.3 Flow Down.** Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA and also a clause requiring the subcontractors to include this clause in any lower tier subcontract. It is further agreed that the clauses shall not be modified, except to identify the sub-consultants who will be subject to the provisions.

**18.24 Buy American.** Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Contractor agrees to submit a certification to VRT of its compliance with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 with respect to any proposals or offers made in connection with this Agreement. Proposals or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**18.24.1** The Buy American requirement flows down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Date: Nov 22, 2021

**CONTRACTOR: Wash Worx LLC**

By:   
Zach Bennett (Nov 22, 2021 12:42 MST)

Contractor Signature – Zach Bennett

1349 Hempstead  
Address  
Eagle, Idaho 83616  
City/State/ZIP Code

\_\_\_\_\_  
Federal Tax I.D. # 81-3008254

DUNS # \_\_\_\_\_

**VRT EXECUTIVE DIRECTOR:**

Date: Nov 29, 2021

By:   
\_\_\_\_\_  
Kelli Badesheim

## **EXHIBIT A**

### **SCOPE OF WORK**

**See attached vendor proposal on the next pages.**



10/07/21

RFP 2021-10-12

On-Call General Construction Services for Less Than \$25,000

Kevin Womack, Procurement/Contract Specialist  
700 NE 2nd Street, Suite 100  
Meridian, Idaho 83642

Good afternoon,

Zach Bennett of Wash Worx LLC will act as the Project Manager for the services described in this RFP. All services will be overseen by one Zach Bennett or personnel appointed by Zach Bennett. Zach Bennett at Wash Worx LLC is committed to meet the quality and schedule expectations as outlined in the RFP. This proposal shall remain valid and in effect for a period not less than 90 days from October 13, 2021.

Zach Bennett  
1349 Hempstead  
Eagle Id, 83616  
208-936-5456  
[zachwashworx@gmail.com](mailto:zachwashworx@gmail.com)



1349 Hempstead Eagle, Id. 83616

<b>RFP Number</b>	RFP 2021-10-12
<b>RFP Title</b>	<b>On-Call General Construction Services for Less Than \$25,000</b>
<b>Item Description</b>	Valley Regional Transit is seeking qualified and experienced Vendors/Contractors (individuals or firms) to submit proposals to provide On-Call General Construction Services for Less Than \$25,000 per the scope, specifications, terms, conditions, and schedule. Bidder shall provide all services, equipment, supplies, and labor necessary to complete the scope of work as described in the attached document.
<b>Term</b>	Contractor shall provide professional services on an as-needed basis as described herein for an initial term of three (3) years commencing on approximately November 15, 2021 and expiring on November 14, 2024 with an option to renew upon mutual agreement of both parties under the same terms and conditions for two (2) additional one year terms.
<b>Deadline for Submittal</b>	Proposals Due: October 13, 2021 4:00 p.m. Mountain Time
<b>Direct Inquiries and Send Submittals to</b>	Kevin Womack, Procurement/Contract Specialist, procurement@valleyregionaltransit.org 208.258.2737
<b>Format of Submittals</b>	<ol style="list-style-type: none"> <li>Electronic submittals in PDF format must be received by VRT by the date and time in the "Deadline for Submittals" section above. No exceptions. <ul style="list-style-type: none"> <li>Total page limit is 7 single sided pages. The Introductory letter, resumes, and samples of work products will not count toward the 7 page limit.</li> <li>Front and back cover pages are acceptable and do NOT count in the submittal. Cover pages shall only identify the consultant, sub-consultant(s) and project.</li> </ul> </li> <li>Send electronic submittals to Kevin Womack, Procurement/Contract Specialist: procurement@valleyregionaltransit.org</li> <li>Respondents are responsible for verifying receipt by VRT of the submittals.</li> </ol>
<b>Clarification of Submittals</b>	<p>During the evaluation of submittals, VRT reserves the right to the following:</p> <ul style="list-style-type: none"> <li>Contact any or all proposers for additional information for clarification purposes,</li> <li>Discard submittals which contain errors, or</li> <li>At its sole discretion, waive disqualifying errors or gain clarification of error or information.</li> </ul>
<b>RFP Calendar</b>	These dates are for planning purposes and represent the agency's desired timeline for this project. Any revision to the "Deadline for Submittals" will be made by addendum. All other dates may be adjusted without notice as needs or circumstances dictate.

OFFERORS NAME: WASHWORX LLC, ZACH BEUNETT 10/21/21

**13. OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA**

ADDENDA	DATE
1.	
2.	
3.	
4.	

**Prime-Offeror (General Information)**

<p><b>Acknowledgement:</b> I have read the Professional Services Agreement and agree to the terms of the agreement.</p>	<p>ZACH BENNETT OF WASHWOEX LLC <i>[Signature]</i> 10/21/21</p>
---	---

Name of Company: WASHWOEX LLC

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the request for proposals; and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the request for proposal referenced above; and
3. That he/she will furnish the designated item(s) and /or service(s) as quoted in the request for proposal; and
4. That he/she certifies under penalty of perjury that the Prime-Offeror is, to the best of his/her knowledge, not in violation of any Idaho tax law; and \
5. That his/her company has been certified as one of the following registered business classifications:

DBE  Corporation  Other, identify: LLC

Idaho Resident Bidder?  Yes  No

Federal Tax I.D. Number: 81-3008254

DUNS Number: \_\_\_\_\_



Firm's Address: 1349 HEMPSTEAD EAGLE, ID 83616

Firms Contact Person: ZACH BENNETT Title: OWNER

Telephone (208) 936-5456 Email: ZACHWASHWORX@GMAIL.COM

Project Manager and Title if different from Contact Person: \_\_\_\_\_

Name: Title ZACH BENNETT OWNER

Contact Phone: 208 936-5456 Contact e-mail: ZACHWASHWORX@GMAIL.COM

Address where correspondence should be sent:

1349 HEMPSTEAD EAGLE, ID 83616

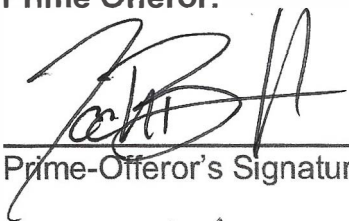
Listing Sub-Offerors proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

\_\_\_\_\_

Prime-Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Valley Regional Transit that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals.

Prime-Offeror understands that this proposal constitutes a firm offer to Valley Regional Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, Prime-Offeror agrees to deliver to Valley Regional Transit the required insurance certificates and performance bond if applicable within ten (10) calendar days of the notice of award.

**Prime Offeror:**

  
\_\_\_\_\_  
Prime-Offeror's Signature

10/7/21  
\_\_\_\_\_  
Date

## 14. REQUIRED REFERENCES

**THIS PAGE MUST BE COMPLETED AND RETURNED AS PART OF YOUR PROPOSAL RESPONSE**

Responses received without the required references cannot be considered and will be rejected. Proposer is to provide a list of three (3) firms currently using your services and other services similar to those being required herein for Valley Regional Transit. For each reference provide a contact name and contact information sufficient to allow Valley Regional Transit to contact the firm and receive a reference.

PROPOSERS (Company) Name: WASH WORX 10/21/21

### REQUIRED REFERENCES

1. Company Name: CCDC  
Address: 121 N 9<sup>TH</sup> ST # 501,  
BOISE, ID 83702  
Contact Name: AARON NELSON  
Contact Phone: (208) 384-4264  
Email: ANELSON@CCDCBOISE.COM
2. Company Name: SLATTERY MASONRY  
Address: 276 SOUTH DUDLEY LANE  
NAMPA, ID 83687  
Contact Name: GREG OR PATTY SLATTERY  
Contact Phone: (208) 461-1967  
Email: PATSLATTE@MSN.COM
3. Company Name: COMMERCIAL NORTHWEST PROPERTIES  
Address: 1221 SHORELINE LN  
BOISE, ID 83702  
Contact Name: SARAH CONDIT  
Contact Phone: (208) 344-0288  
Email: SARAH@COMMERCIALNW.COM

15. CERTIFICATIONS & AFFIDAVIT Proposer to complete as indicated below

**DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)**

(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently \$100,000.)

The prospective lower tier participant (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 lower tier participant (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, FRB Washway LLC <sup>10/21/21</sup>, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

**16. CONFLICT OF INTEREST AFFIDAVIT**

The undersigned, being first duly sworn on oath states on behalf of the Contractor:

**Conflict of Interest** - That the Contractor, by entering into this contact with Valley Regional Transit is to perform or provide work, services or materials to Valley Regional Transit, has thereby covenanted, and by this affidavit does again covenant any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such an interest. In the event that the Contractor, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to Valley Regional Transit and take action immediately to eliminate the conflict or to withdraw from this contract, as Valley Regional Transit may require.

**Contingent Fees and Gratuities** - That the Contractor, by entering into this contract with Valley Regional Transit to perform or provide services or materials for Valley Regional Transit has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Valley Regional Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: WASH WORK LLC  
By: [Signature] 10/21/21  
Title: OWNER

# 17. LOBBYING CERTIFICATION

## LOBBYING CERTIFICATION

(To be submitted with a bid or offer exceeding \$100,000)

The Bidder or Offeror certifies, to the best its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of the Bidder or Offerors Authorized Official

Zaci Barrett

Name, Title of the Bidder or Offerors Authorized Official

Zaci Barrett OWNER

Date

10/9/21









# 2021- DEV-CSA-Wash Worx-CSA 2021-10-12 Less Than 25000

Final Audit Report

2021-11-29

Created:	2021-11-22
By:	Kevin Womack (kwomack@valleyregionaltransit.org)
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