



General Terms and Conditions

The following General Terms and Conditions are hereby incorporated into and made a part of the Contract, except as they may be modified by the terms of the Contract or any Special Conditions included, herein.

1. General Information

The Greater Dayton Regional Transit Authority (RTA), with its administrative offices located at 4 S Main St., Dayton, OH 45402 is a regional transit authority of the State of Ohio organized and operating under Ohio Revised Code Sections 306.30 et seq. and funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation.

The term "Contract" as used herein shall include a document signed by the parties, containing at a minimum the names of the parties, a general description of the work to be performed, the term of performance and the Contract price. Such document shall also identify all other documents incorporated in the Contract, including but not limited to these General Terms and Conditions.

The term "Contractor" as used herein, shall mean the firm or individual entering into a contract with RTA for the Work defined in the contract, and specifically shall include the term "Consultant." Contractor acknowledges and agrees that it is an independent Contractor and neither it nor any of its employees shall be considered employees of RTA.

The term "Subcontractor" as used herein shall refer to a firm or individual which directly or indirectly enters a contract with the Contractor for performance of a portion of the Work defined in the Contractor's Contract with RTA, and shall include sub-subcontractors of any tier, consultants, subconsultants, vendors, suppliers, but not the employees of the Contractor or any Subcontractors, as the context may imply.

By entering this Contract, Contractor represents and warrants that it and its Subcontractors, if any, are fully qualified to perform the Work required hereunder and possess any necessary licenses or permits and shall maintain such licenses and permits during the term of this Contract and any warranty period.

2. Payment

Unless otherwise specified herein, RTA shall pay Contractor the Contract price upon completion and acceptance of the Work hereunder, and submission and approval of an appropriate invoice. Completion of the Work shall include the provision of any documents including or relating to warranties, releases of liability, and operating and parts manuals as appropriate. Payment to Contractor will generally be made within thirty (30) calendar days following approval by RTA of such invoice. Such approval or payment shall not constitute acceptance or approval of the services and/or materials invoiced. Late payments shall accrue no interest.

Within 15 working days after receiving payment from RTA, the Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract. The Contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both SBE, DBE and non-SBE, DBE subcontractors. When applicable, the RTA may use the following mechanisms to ensure prompt payment.

- Language providing that Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- Language providing that Contractors will not be reimbursed for work performed by subcontractors until the Contractor ensures that the subcontractors are paid promptly for work, they have performed.
- Enforcement of public funds liens law and use of a similar mechanism for nonpublic improvement projects.
- Other applicable mechanisms as necessary.

RTA's terms of payment are net 30 days after the date of delivery of an order by the Contractor. Payment for products or services delivered to and accepted by RTA shall be at the contract price. RTA shall order materials using a purchase order referencing this contract, and such purchase order shall be the only authorization the contractor shall use to deliver materials and invoice the RTA. Contractors shall be paid, upon the submission of activity reports with proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided, within thirty (30) days.

3. Ownership of Documents

RTA shall be the owner of all plans, scope of work and related documents prepared pursuant to this Contract or provided to Contractor by RTA. Any reuse of the plans, scope of work or related documents by RTA for other than the purpose intended by this Contract shall impose no liability on the Contractor.

4. Maintenance of Records

The Contractor shall maintain records of actual overhead costs and actual general and administrative costs in conformity with generally accepted accounting principles, and subject to Title 41 of the C.F.R. The Contractor shall maintain records of direct labor costs and other applicable payroll expenses. Labor and payroll records shall be in sufficient detail to indicate, at a minimum, employees by name, employee's time spent on the project, and an itemization of applicable fringe benefit expenses.

5. Tax-Exempt

RTA is exempt from payment of the State of Ohio sales tax and Federal excise taxes, and all pricing and invoicing under this contract shall exclude such items. Contractor shall be solely responsible for payment of all taxes or assessments accruing from its activities under this contract, including, but not by way of limitation, income taxes, payroll taxes, or other federal, state or local taxes relating to the generation of income or the employment of individuals.

6. Audit and Inspection of Records

Contractor shall permit the authorized representatives of RTA, its member entities, the Ohio Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions until the expiration of three (3) years after final payment under this contract.

Contractor further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontractor agrees that RTA, its member entities, the Auditor of State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to books, documents, papers and records of such subcontractor involving transactions related to the subcontractor for the purpose of making audit, examination, excerpts and transcriptions. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expense of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

7. Insurance

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

Workers Compensation and Employer's Liability Insurance. The contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers' Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If the Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance. The contractor must also carry Employer's Liability Insurance with minimum limits of \$500,000 for each accident; \$500,000 for disease (per employee); and \$500,000 for disease. This policy must include Ohio "Stop Gap" coverage.

Commercial General Liability Insurance. The contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The general aggregate limit shall apply separately to this project. RTA (including its directors, officers, employees, and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of the Contractor, including coverage for liability arising out of products and completed operations. The coverage afforded to RTA shall be primary to any other insurance carried by the RTA, and the RTA's coverage shall not contribute to any loss made pursuant to this coverage grant. Commercial General Liability coverage (including RTA's status as additional insured) shall be maintained for at least two years after completion of this contract.

Commercial Auto Liability Insurance. Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. RTA shall be afforded coverage under this policy for any liability arising out of the acts or omissions of Contractor.

Excess/Umbrella Insurance. Contractor shall carry Commercial Excess or Umbrella Liability Insurance over the Commercial General Liability, Employer's Liability and Commercial Automobile Liability policies in the amount of \$2,000,000 combined single limit. The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.

Pollution Liability Insurance. If the Work involves environmental remediation, demolition or such other risks as the RTA reasonably determines to create a pollution hazard, Contractor shall purchase and maintain pollution liability coverage of at least \$1,000,000 per occurrence. This policy shall cover property damage, bodily injury and cleanup/pollution remediation costs caused by a pollution event and otherwise excluded under the Contractor's Commercial General Liability policy. RTA shall be afforded protection under this policy as an additional insured, including coverage for claims arising out of Contractor's products and completed operations.

Aircraft/Watercraft Liability Insurance. If the Contractor is using aircraft or watercraft in performance of the Work under this contract, Contractor shall disclose this to RTA prior to contract execution. Contractor shall carry aircraft and/or watercraft liability insurance, including coverage for non-owned and hired craft, and RTA shall determine the appropriate limits which must be carried by Contractor.

Railroad Protective Liability Insurance. If the Work is being performed within 50 feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance coverage with limits of \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Contractor shall name RTA and the affected railroad as additional insured(s) on such policy for liability arising out of Work performed under this contract.

Fidelity Bond/Crime. If Vendor or its employees will be on the premises of RTA in connection with performance of the Work under this contract, Vendor shall carry no less than \$100,000 in Third Party Crime Coverage for the benefit of the RTA in the event of theft or other intentional harm to RTA's property by Vendor's employees.

Requirements common to all policies:

- Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of RTA as an additional insured on the Contractor's policy. Any deductibles or self-insured retentions in excess of \$5,000 must be disclosed and approved by RTA.
- Contractor waives all rights of recovery it may otherwise have against RTA including its directors, officers, employees, and volunteers) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.
- All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/X and shall be licensed, admitted insurers authorized to do business in the state of Ohio.
- Certificate(s) of insurance showing that Contractor's insurance coverages follow the insurance requirements set forth below must be completed by the Contractor's insurance agent or company after the contract has been awarded. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to RTA prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference RTA's status as an additional insured with primary/noncontributory coverage under both the General Liability and Auto policies.
- Failure of RTA to receive certificate(s) or other evidence of full compliance with these insurance requirements (or failure of RTA to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. RTA shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by RTA. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of a written request from RTA.
- By requiring insurance herein, RTA does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to RTA.
- Any subcontractors engaged by Contractor to perform the Work shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to RTA as set forth herein.

8. Communications

Communications between the parties in connection with this Contract shall be in writing and, unless otherwise stated, shall be effective on receipt. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Electronic communications shall be effective upon receipt by the non-sending party. RTA and Contractor shall each designate a Project Manager who shall be the recipient of all communications hereunder. The parties may also designate other individuals as recipients for specific types of notices or communications and either party may change such designees at any time upon ten (10) days' prior written notice to the other party

9. Assignability

The terms and provisions of the Contract Documents shall be binding upon RTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by RTA of the subcontractor, which approval shall not be unreasonably withheld. RTA may assign its rights and obligations under the Contract to any successor to the rights and functions of RTA or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent RTA deems necessary or advisable under the circumstances.

10. Subcontract Approval

RTA shall have the right to approve or disapprove all subcontracts in accordance with the following provisions. As used in this clause, the term "subcontract" includes subcontractors and major suppliers of material or services to the Contractor. Contractor shall notify RTA reasonably in advance of entering any subcontract if Contractor's procurement system has not been approved by RTA and if the subcontract:

- Is to be a cost reimbursement, time and materials, or labor-hour contract, which, is estimated to involve an amount more than ten thousand dollars (\$10,000) including any fee.
- Is expected to exceed one hundred thousand dollars (\$100,000); or
- Is one of several subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate, are expected to exceed one hundred thousand dollars (\$100,000).

The advance notification required by the above shall include a description of the supplies or services to be called for by the subcontract.

Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the competition obtained: The proposed subcontract price, together with Contractor's cost or price analysis thereof; the subcontractor's current, complete and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, when such data and certificates are required by other provisions of this contract to be obtained from the subcontractor; Identification of the type of subcontract to be used; and a memorandum of negotiation, which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in Contractor's file for use by the RTA's reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices.

Contractor shall not enter any subcontract for which advance notification to RTA is required by this clause, without the prior written consent of RTA, if RTA, in its discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of RTA required by this paragraph.

Neither consent by RTA to any subcontract nor any provisions thereof nor approval of Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost plus a percentage of cost basis. Strict compliance with the provisions of this paragraph shall be a condition or any reimbursement by RTA of the costs of subcontracts or material purchased by the Contractor.

11. Prohibited Interests

No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

No member, officer, trustee or employee of RTA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

12. Compliance

The Contractor agrees to comply with all applicable federal, state and local laws in the conduct of work thereunder. The Contractor accepts full responsibility for payment of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, pension deductions, and all employees engaged by the Contractor for the performance of the work authorized by this agreement.

13. Waivers of Claims

The Contractor's obligation to perform the work and complete the project in accordance with the contract document shall be absolute. Neither payment by the RTA, nor the issuance of a list of work to be completed

or corrected, nor any use or occupancy of the project or any part thereof by the RTA, nor any act of acceptance by the RTA shall constitute an acceptance of work not in accordance with the contract document nor shall it be to waive, to compromise, or to affect in any manner the liability of the contractor for any breach of contract, of warranty or of both contract and of warranty.

The making and acceptance of final payment shall constitute:

A waiver of all claims by the RTA against the contractor other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the contract document, or the terms of any special guarantees therein.

A waiver of all claims by the contractor against the RTA, other than those previously made in writing and still unsettled.

14. Quantity and Delivery

Contractors shall make all deliveries in accordance with the time requirements and other terms and conditions set in all applicable specifications and special conditions.

In the event the good or service, delivered and installed (if applicable) by the Contractor, does not satisfy fully all of the specifications and all other requirements appearing in the contract documents, the RTA may reject the good or service or any portion, in which case the goods/services/equipment rejected shall be deemed not to have been delivered, and the RTA shall have the rights set forth in Article V of the contract, in addition to any other rights and remedies to which it may be entitled by law.

Further, if the good or service is delivered and installed incomplete or contain(s) any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including the transportation charges for same plus the labor for removal and installation of said parts, shall be free of all costs to RTA. If RTA finds it necessary to perform any work that should have been done by the Contractor, the Contractor agrees to reimburse RTA all costs incidents thereto including material, labor and overhead.

In case the good or service under this contract shall be necessarily delayed because of strike, injunctions, government controls or by reason of any causes or circumstances beyond the control of the Contractor which could not reasonably have been foreseen by the Contractor, the time of completion of delivery shall be extended by a period determined by RTA.

Acceptance of the good or service shall not release the Contractor from liability for faulty workmanship or materials even after final payment has been made. The RTA shall have the right to reject all materials and workmanship that do not conform to the specifications. The Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with the specifications.

15. Time for Performance

Time is of the essence in the performance of this contract. The Contractor shall fully perform all its obligations, including, without limitation, the satisfactory performance of all work to be done, by no later than the delivery or completion date set forth in the Special Conditions and Contract Document. The Contractor and the RTA recognize it will be difficult to compute the RTA's damage resulting from unexcused delays in the performance of the contract, particularly since the RTA is not a profit-making entity. Accordingly, it is agreed that the RTA will have the right to recover liquidated damages for delay in the completion of this contract beyond the date specified and not subject to the contract excusable delays. Costs caused by delays or defective construction shall be borne by the party responsible thereafter.

Alternatively, if the delivery or performance is so delayed, the RTA may terminate the contract in whole or in part under the Termination for Cause clause in the contract document and in that event, the Contractor shall be liable for fixed, agreed, liquidated damages accruing until the time the RTA may reasonably obtain delivery or performance of similar supplies or services.

The RTA may cancel the unfilled portion of the contract for default; purchase substitute requirements elsewhere; and recover from the Contractor any increased costs thereby incurred, together with all resulting incidental and consequential damages.

16. Warranty and Guarantee

All materials, specialties, equipment, parts and accessories supplied by the Contractor shall be of the same design and model as all equipment purchased under this specification. The Contractor shall assume all responsibility for these materials, specialties, parts, equipment and accessories whether manufactured by the Contractor or purchased by him from another source.

All specialties, parts, equipment or accessories that prove to be defective in normal operation within the above referenced period shall be replaced or repaired by the Contractor free of all cost to the RTA, including all materials, labor and transportation costs. Transportation of warranty replacement parts shall be by the fastest means possible, including airfreight if the part is of a size that can be reasonably shipped via airfreight.

17. Sensitive Security Information

Each third-party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third-party contract or subcontract to ensure compliance with 49 U.S. C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

18. Liability of RTA

The contractor shall agree to save, keep, bear harmless and fully indemnify the RTA and all its employees or agents for damages, costs or expenses in law and equity including reasonable attorney fees, if any, that may at any time arise, or be set up, for any infringement of the patent rights of any person or persons in consequence of the use by RTA or by any of its employees or agents, of articles supplied under this contract. RTA will give to the contractor notice in writing ten (10) days after the RTA has received actual notice of the institution of any suit or proceeding and permit the contractor, through his counsel, to defend same and will give all needed information, assistance and authority to enable the contractor to do so.

By virtue of the provisions of Section 306.31 of the Ohio Revised Code, RTA is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. It is understood and agreed that only the corporate entity, RTA, shall be liable hereunder.

19. Assignment

Should RTA agree to the assignment of a contract, Contractor shall be responsible for all associated costs, including all RTA's legal fees. The total expense will be deducted from the Contractor's invoice.

20. Intellectual Property

Contractor shall assume the defense of all claims and suits against RTA, its officers, agents and employees for infringement of the patents, copyrights or trademarks of any person arising out of the use by RTA, its officers, agents and employees of any article supplied under this contract, and the Contractor shall indemnify and hold harmless RTA, its officers, agents and employees from any and all liability, loss or damage arising from such claims or suits, including attorney fees.

21. Covenant against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, RTA shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. Indemnifications

Contractor shall indemnify and save harmless RTA, its trustees, officers and employees from and against all claims, suits, damages, injuries, deaths, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage, such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of Contractor's employees and agents, except to the extent of liability imposed due to RTA's own negligence.

23. State Industrial Compensation

Contractor shall comply with the state law known as the Workers' Compensation Act, Chapter 4123, Ohio Revised Code as applicable, and shall pay into the State Insurance Fund the necessary premiums required by that Act to cover all employees furnishing the services purchased under the terms of this contract and under the control of Contractor and shall relieve RTA from any costs due to accidents or other liabilities mentioned in said Act. If Contractor is a self-insurer under the Ohio Workers' Compensation Act, and duly authorized as such by the Industrial Commission of Ohio, it shall tender to RTA proof of such status. Contractor shall, from time to time upon request, tender to RTA a certificate evidencing its compliance with the Workers' Compensation Act.

24. Independent Contractor

Contractor shall be and remain an independent contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under this contract, and further agrees to indemnify and save harmless RTA from any such contributions or taxes or liability thereof.

25. Safety

The Contractor should be aware that RTA is a constantly operating organization, with activity 24 hours a day, seven days a week. It is the intention of the RTA to protect RTA employees, customers and property from harm due to Contractor activity, and to reduce RTA's liability exposure limits regarding safety and environmental infractions.

During the pre-construction or post-award meeting, the RTA will provide upon request RTA's System-Wide Safety Manual and any additional required information to assure that contractors comply with RTA's safety rules. In addition, the RTA expects all contractors and subcontractors to comply with and abide with all applicable regulatory standards. Further, no laborer or mechanic will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous, as determined under the standards established by the Secretary of Labor. Some special and unique safety and environmental concerns found at RTA and incumbent upon the contractor and sub-contractor include:

- RTA is a 24-hour per day operation.
- Multiple sized vehicles move about the interior and exterior of most buildings, 24 hours per day. Please be advised that set traffic patterns have been established and must be followed.
- Operators of all equipment are expected to be certified to operate appropriate equipment.
- Restrictive rules apply to the running of engines inside all buildings.
- Restrictive storm water pollution rules apply.
- Material safety data sheets must be provided for all materials used. Specific notification is required if a product to be used on the job has been classified as an "extremely hazardous material".
- Building evacuation procedures.
- Fire safety and prevention procedures.
- First aid procedures.
- Hazardous material safety

26. Security Measures

All contractors are required to display an identification badge supplied by RTA while on RTA premises. Badges must be worn where they can be seen. This requirement applies to every employee of all contractors and/or subcontractors. All contractors' employees are also required to wear clothing which identifies the company for which they work (i.e., uniform, hard hat, jacket, etc.). Badges must be obtained from the Project Manager and must be returned upon completion of the project. A fee will be charged for any badges that are lost or not returned and will be deducted from the final project invoice.

27. Contract Changes

No change to the contract shall be made unless the RTA gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any change in the work not authorized by the RTA in writing.

The Contractor shall submit to the RTA a detailed pricing and schedule proposal for the work to be performed under the change order. The proposal may be accepted by the RTA or may be modified by negotiations between the Contractor and RTA. A change order amendment shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract "Disputes" clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Contractor has obtained the prior concurrence of RTA.

28. Duty to Inform

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault defect in the project or any nonconformance with any contract document, federal, state or local law, rule or regulation, the Contractor shall give immediate notice thereof to the RTA's RTA Title.