

(State \$Traffic Mtce)
CITY & COUNTY OF DENVER

Rev 10/03
Region: R1 (DMM)

CONTRACT

THIS AGREEMENT is entered into by and between the CITY & COUNTY OF DENVER (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$6,398,722.80.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this Contract
2. This Contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit C** (Option Letter)
6. **Exhibit D** (Encumbrance Letter)
7. **Exhibit E** (PII Certification)
8. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2026, whichever is later. The term of this contract **ends on June 30, 2031**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide maintenance services as described in **Exhibit A**, for a **total maximum amount of \$1,279,744.56 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$6,398,722.80**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R1, 2829 W Howard Pl. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications

relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: R1
Alvin Stamp
Project Manager
2829 W Howard Pl
Denver, CO 80204
303-875-9238

If to the Local Agency

City & County of Denver
Michael Comstock
Director of Traffic Operations
201 W Colfax Ave
Denver, CO 80202
720-753-7326

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

Section 16. Survival of contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards, and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S. applicable Local Agency law, rule or regulation.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

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

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Local Agency harmless; requires the State to agree to binding arbitration; limits Local Agency's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

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

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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

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Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
CITY & COUNTY OF DENVER

See Attached Signature Page

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Keith Stefanik, P.E., Chief Engineer

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

Contract Control Number:
Contractor Name:

DOTI-202684076
Colorado Department of Transportation

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:



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Division of Accounting and Finance

EXHIBIT A – SCOPE OF WORK

City and County of Denver

Traffic Signals, Intersection Markings, and Traffic Control Devices

Maintenance Scope of Work

I. General

The City shall operate and maintain as described below, the traffic signals, all crosswalk markings, stop bar markings, existing symbol markings, and traffic control devices within the intersection footprint under the responsibility of the State in accordance with CRS 43-2-135.

1. Operation and maintenance of identified infrastructure will include items and activities as listed under Sections IV and V below.
2. CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract. CDOT shall notify the City of the date and locations of inspections, along with any findings.

II. Documentation and Record-Keeping

In accordance with Section IV of this contract, all maintenance, operations, and inspections as required by this contract shall be documented and submitted by April 10th annually to CDOT. All inspections shall occur in the corresponding CDOT fiscal year. City shall use the required CDOT form or method agreed upon between the City and CDOT for inspection documentation. CDOT reserves the right to perform supplemental inspections to verify compliance with Section IV of this contract, and any defects reported to the City as part of said inspections shall be addressed in a manner consistent with City identified defects.

III. Control of Work in the ROW

All work as required by the contract shall meet all current CDOT and/or local requirements, standards, laws, and guidelines, whichever is more stringent as agreed upon between the City and CDOT for design, construction, maintenance, operation, and repair.





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Either agency making changes to traffic control devices, other than routine maintenance or upgrades to current standards, affected by this contract, or new installations of traffic control devices, shall provide adequate notification via email, (4 weeks minimum) of the changes or additions to the other agency to allow analysis, review, and approval. The CDOT Traffic Engineer shall have final approval.

CDOT and the City shall be given minimum three-day (3-day) advance notice of scheduled work related to the Intergovernmental Agreement (IGA) that may affect the traveled way of the highways. CDOT may request copies of traffic control plans, the method of handling traffic, or other traffic control engineering as applicable.

The city is responsible for all traffic control for all work related to this IGA. For CDOT projects, in CDOT right-of-way, within the City limits, CDOT shall share the approved traffic control plans for the project with the City.

IV. State Highway Signing and Pavement Marking Maintenance

- a. The City shall maintain signs and markings at the locations listed below.
- b. The City shall maintain all pavement markings.
- c. The City shall maintain all regulatory and warning signs that can be mounted on City standard square tubing posts, all delineator posts, and all guide signs installed and owned by the City.
- d. The State shall maintain all regulatory and warning signs on CDOT standard tubular posts or too large to be mounted on City standard square tubing posts, all guide signs not installed and owned by the City, and all other signs not maintained by the City.
- e. Intersection right-of-way control signs at City roadways intersecting State highways shall be maintained by the agency maintaining the intersected State highway.
- f. Intersection right-of-way control signs not on CDOT standard tubular posts at State highway exit ramps intersecting City roadways shall be maintained by the City.
- g. Either agency making changes to signs or markings at the locations listed below shall provide written notification of the changes to the other agency.
- h. The City shall perform a minimum of 10 randomly selected sign inspections for each one mile section and submit documentation to CDOT by October 1.

State Highway Signs

- i. Sign Inspections shall include:
 - i. Physical condition of the signs using the nighttime inspections
 - ii. Condition of post (damaged, plumb)





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- iii. Fastening hardware checked for tightness

- j. Any signs failing the visual inspections shall be listed as defective and shall be replaced within one month of discovery with associated documentation to CDOT. Any defective signs not remedied shall incur a price reduction to the next month's compensation as follows:
 - i. Class I Signs - \$100.00 per sign deduction
 - ii. Class II Signs - \$200.00 per sign deduction
 - iii. Class III Signs - \$500.00 per sign deduction

State Highway Pavement Markings

Pavement marking inspection shall include, but not limited to:

- Physical appearance
- Retro reflectometer readings
- Percent of marking in place

Retro reflectivity readings shall be taken by **May 1st and September 1st** for each mile of pavement marking line placed or fraction thereof. The minimum retro reflectivity reading (mcd/m²/lux) in a one mile line section of pavement marking paint shall be 150 for white and 100 for yellow. Any retro reflectometer readings failing to meet the minimum values shall be retraced to meet or exceed the minimum requirement within 30 days of the testing period. The City is responsible for providing the required traffic control for retro reflectivity readings. retro reflectivity readings shall be taken using an industry-accepted retro reflectometer, which shall be calibrated each day the testing occurs. The City will determine a random testing location for each one mile section of line of pavement marking paint applied or fraction thereof. Skip lines, channelizer, edge, and center lines shall be measured. Each test location shall represent that one mile or fraction thereof of pavement marking paint. At each random testing location 10 retro reflectivity readings will be taken approximately 40 feet apart within a 500 foot section of the painted lane marking. Those 10 readings will be averaged and that average value will represent the retro reflectivity of that one mile section or fraction thereof.





State Highway Number	Name	From	To	Length (Miles, approximate)
2	Colorado Blvd	Hampden Ave	52 nd Ave	9.50
6	Vasquez Blvd	I-70	52 nd Ave	0.88
26	Alameda Ave	Sheridan Blvd	I-25	2.90
30	Hampden Ave / Havana St	I-25	Parker Rd	3.76
40	Colfax Ave	Sheridan Blvd	Yosemite St	9.07
83	Leetsdale Dr	Mississippi Ave	Colorado Blvd	2.78
88	Federal Blvd	Colfax Ave	Floyd Ave	5.82
95	Sheridan Blvd	Hampden Ave	52 nd Ave	9.55
285	Hampden Ave	Colorado Blvd	I-25	1.43
287	Federal Blvd	Colfax Ave	52 nd Ave	3.50
			Total	49.19

List of Signing and Pavement Marking Locations

V. Traffic Signals
A. Location Listing

The following list of signalized intersections are to be maintained by the city.

Table 4-A

List of Traffic Signal Locations:

SH 2 (Colorado Blvd.) at:

- Hampden Ave (SH 285)
- Dartmouth Ave
- Amherst Ave
- Yale Ave South
- Yale Ave North
- 2500 S. (Harvard Ave)
- Dickenson Place
- Iliff Ave
- Evans Ave
- Buchtel Blvd.
- I-25 South Ramp
- I-25 North Ramp





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- Mexico Avenue
- Iowa Avenue
- Florida Avenue
- Arkansas Avenue
- Louisiana Avenue
- Mississippi Avenue
- Ohio Avenue
- Exposition Ave
- Cherry Creek Drive South
- Cherry Creek Drive North
- Alameda Avenue
- Bayaud Avenue (SH 83)
- 1st Avenue
- 3rd Avenue
- 5th Avenue
- 6th Avenue
- 7th Avenue
- 8th Avenue
- 9th Avenue
- 11th Avenue
- 12th Avenue
- 13th Avenue
- 14th Avenue
- Colfax Avenue (SH 40)
- 17th Avenue
- Montview Blvd
- 23rd Avenue
- 26th Avenue
- 29th Avenue
- Martin Luther King Jr Blvd
- Bruce Randolph Ave
- 35th Avenue
- 40th Avenue
- I-70 South Ramp
- I-70 North Ramp
- 48th Avenue





COLORADO

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- 49th Avenue (Railroad Crossing)
(49 signals)

SH 6 (6th Avenue Freeway, Vasquez Blvd) at:

- Sheridan Blvd (SH 95) South Ramp
- Sheridan Blvd (SH 95) North Ramp
- Federal Blvd (SH 88) South Ramp
- Federal Blvd (SH 88) North Ramp
- Bryant St South Ramp
- I-70 South Ramp (Steele St)
- I-70 North Ramp (Steele St)
- 48th Ave (Vasquez Blvd)
- 52nd Ave (Vasquez Blvd)

(9 signals)

I-25 at:

- Hampden Ave (SH 285) West Ramp
- Hampden Ave (SH 30) East Ramp
- Yale Ave West Ramp
- Yale Ave East Ramp
- Evans Ave West Ramp
- Evans Ave East Ramp
- University Blvd
- Broadway South Ramp
- Broadway North Ramp
- Santa Fe Drive (SH 85)
- Alameda Ave (SH 26) West Ramp
- Cedar Ave Ramp
- 8th Ave East Ramp (Wyandot St)
- Colfax Ave (SH 40) West Ramp
- Colfax Ave (SH 40) East Ramp
- 23rd Ave West Ramp
- Speer Blvd West Ramp
- 20th St West Ramp
- 20th St East Ramp
- Park Ave (Fox St) South Ramp





- Fox St North Ramp
(21 signals)

SH 26 (Alameda Ave) at:

- Sheridan Blvd (SH 95)
 - Winona Ct
 - Stuart St
 - Perry St
 - Knox Ct / Morrison Rd
 - Irving St
 - Federal Blvd (SH 88)
 - Zuni St
 - Yuma St
 - Tejon St
 - Pecos St
 - Navajo St
 - Lipan St
- (13 signals)

SH30 (Hampden Ave / Havana St) at:

- Locust St
 - Monaco Pkwy
 - Oneida St
 - Poplar St
 - Roslyn St
 - Tamarac St
 - Verbena St (hybrid beacon)
 - Yosemite St
 - Akron St
 - Dayton St
 - Florence St
 - Galena St
 - Girard Ave
 - Dartmouth Ave
- (14 signals)





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SH 40 (Colfax Ave) at:

- Sheridan Blvd (SH 95)
- Wolff St
- Tennyson St
- Raleigh St
- Perry St
- Meade St
- Knox Ct
- Irving St
- Federal Blvd (SH 88) East Ramp
- Osage St
- Mariposa St
- Lipan St
- Kalamath St
- Speer Blvd West
- Speer Blvd East
- Welton St / Galapago St
- Glenarm Pl / Fox St
- Tremont Pl / Delaware St
- Court Pl / Cherokee St
- 14th St / Bannock St
- 15th St
- Broadway
- Lincoln St
- Sherman St
- Grant St
- Logan St
- Pennsylvania St
- Pearl St
- Washington St
- Clarkson St
- Ogden St
- Downing St
- Lafayette St
- Franklin St / Park Ave
- Williams St
- High St
- Race St
- York St
- Josephine St
- Columbine St





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- Elizabeth St
 - Fillmore St
 - Steele St
 - Adams St
 - Garfield St
 - Cherry St
 - Elm St
 - Glencoe St
 - Hudson St
 - Ivy St
 - Krameria St
 - Monaco Pkwy West
 - Monaco Pkwy East
 - Oneida St
 - Quebec St
 - Syracuse St
 - Uinta St
 - Yosemite St
- (58 signals)

I-70 at:

- Sheridan Blvd (SH 95) North Ramp
- Federal Blvd (SH 287) South Ramp
- Federal Blvd (SH 287) North Ramp
- Washington St South Ramp
- Washington St North Ramp
- Brighton Blvd South Ramp
- Brighton Blvd North Ramp
- Quebec St South Ramp
- Quebec St North Ramp
- Central Park Blvd South Ramp
- Central Park Blvd North Ramp
- Havana St South Ramp
- Havana St North Ramp
- Peoria St South Ramp
- Peoria St North Ramp (15 signals)

SH 83 (Leetsdale Dr) at:





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- Mississippi Ave
 - Quebec St
 - Oneida St
 - Monaco Pkwy
 - Exposition Ave
 - Kearney St (pedestrian signal)
 - Holly St
 - Forest St
 - Cherry St
 - Alameda Ave
- (10 signals)

SH 85 (Santa Fe Dr) at:

- Evans Ave
 - Iowa Ave
 - Florida Ave
 - Mississippi Ave West
 - Mississippi Ave East
- (5 signals)

SH 88 (Federal Blvd) at:

- 14th Ave / Howard Pl
- Holden Pl
- 10th Ave
- 8th Ave
- 5th Ave
- 2nd Ave
- 1st Ave
- Bayaud HAWK (hybrid beacon)
- Virginia Ave
- Exposition Ave
- Kentucky Ave
- Tennessee Ave. HAWK (hybrid beacon)
- Mississippi Ave
- Louisiana Ave
- Arkansas Ave





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- Florida Ave
 - Sanderson Gulch Trail
 - Colorado Ave
 - Jewell Ave
 - Evans Ave
 - Iliff Ave North
 - Iliff Ave South
 - Harvard Ave (pedestrian signal)
 - Yale Ave
 - Amherst Ave
 - Dartmouth Ave
- (26 signals)

SH 95 (Sheridan Blvd) at:

- Hampden Ave (SH 285) South
- Hampden Ave (SH 285) North
- Bear Valley Shopping Center
- Dartmouth Ave
- Bates Ave
- Yale Ave
- Warren Ave
- Evans Ave
- Jewell Ave
- Florida Ave
- Louisiana Ave
- Morrison Rd
- Kentucky Ave
- Cedar Ave
- 1st Ave
- 5th Ave
- 10th Ave
- 14th Ave
- 17th Ave
- 20th Ave
- Byron Pl
- 26th Ave





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- 29th Ave
- 32nd Ave
- 35th Ave
- 38th Ave
- 41st Ave
- 44th Ave
- 46th Ave

(29 signals)

I-225 at:

- Tamarac St South Ramp
- Tamarac St North Ramp
- Yosemite St South Ramp
- Yosemite St North Ramp

(4 signals)

I-270 at:

- Quebec St South Ramp (Sand Creek Dr)
- Quebec St North Ramp

(2 signals)

SH 285 (Hampden Ave) at:

- Dahlia St
- Holly St

(2 signals)

SH 287 (Federal Blvd) at:

- 17th Ave
- 20th Ave
- 23rd Ave
- 25th HAWK (hybrid beacon)
- 26th Ave
- 29th Ave
- Speer Blvd
- 32nd Ave
- 33rd Ave





- 35th Ave
 - 38th Ave
 - 41st Ave
 - 42nd Ave (pedestrian signal)
 - 44th Ave
 - 46th Ave
 - 50th Ave
 - 52nd Ave
- (17 signals)

274 TOTAL SIGNALS

B. Periodic Preventative Maintenance Checks

The City is responsible for all routine maintenance, periodic inspection and/or testing, and replacement of all non-structural components which includes, but is not limited to, cabinet components, controllers, wiring, signal indications, detection equipment, pedestrian push buttons, pole mounted signs, software, licenses, firmware, and communication devices to keep the signal operational as described herein. The city shall be responsible for all required training as may be required for operation of all associated equipment.

- 1) The City shall maintain the traffic signals and associated pavement markings within the footprint of the intersection, including stop bars and crosswalks, at the intersection locations listed above.
- 2) Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City.
- 3) Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- 4) Any critical defects in the items listed above found at these intersections shall be remedied within 24 hours. Defects and remediation shall be documented and kept on file at the City and copied to CDOT.

The city should adhere to the following requirements regarding certifications:

- 1) Work inside the traffic signal cabinet – Minimum IMSA Level II certification is required or a minimum of 4 years' experience in traffic signal.
- 2) Work external to the traffic signal cabinet – Minimum IMSA Level I Traffic Signal Field Technician/Electrician, or Traffic Signal Bench Technician/Signal Technician is required or a minimum of 2 years' experience in traffic signals.

The city shall maintain the associated stop lines and crosswalks at each signal listed in the table 4-A. The cost for these markings is included in the cost of maintaining the signal and will not be accounted for separately.





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The City shall perform inspections in a two-year maintenance cycle ensuring at least 139 Traffic Signal PMs per year of each location, in all directions, and submit documentation to CDOT annually by April 10th for each year of this contract. Inspection shall include the following items, which shall be inspected and/or tested on every signal under this contract at least annually:

- a. Conflict Monitor is tested and operating correctly
- b. Each signal head is in good condition and the backplate is attached and in good condition
- c. Each signal lens is operating and visible
- d. Detection is working and is detecting vehicles, motorcycles, bicycles, and pedestrians – applicable
- e. Structure is in good condition – free from cracks and rust
- f. Visible portions of the caissons are free from cracks
- g. Signal Timing is operating as programmed
- h. Controller and Cabinet are clean and in good repair
- i. Communication to signal is connected and operating – where applicable
- j. Backup power is tested for proper operation – where applicable
- k. All luminaries attached to the signal are operating – where applicable
- l. Existing crosswalks and stop bars are in good condition
- m. Other Existing markings at or approaching each intersection installed by or at the request of the City are in good condition

Any critical defects found in the signal inspection shall be remedied within 24 hours and non-critical defects shall be remedied within 30 days of discovery. If the signal is not remedied within 30 working days of discovery, then the city shall incur a price reduction to the monthly compensation of (intersection monthly rate) \$335/month until the city has sent CDOT documentation and a photo of the defective device being remedied.

CDOT will perform structural inspection of overhead signal structural elements and their supports on a cycle established by the Staff Bridge Branch Ancillary Structures Inspection Program.

CDOT will be responsible for remediation the of structural defects requiring foundation, pole, or mast-arm replacement of CDOT standard structures. The City shall be responsible for remediation of structural defects requiring foundation, pole, or mast arm replacement of City standard structures as well as remediation of structural defects not requiring foundation, pole, or mast-arm replacement.

C. Signal Timing

Signal timing is the responsibility of the city and should be based upon current traffic volumes and updated when significant traffic volumes impact the intersection. This may include development, change of use for a property, a new school, or any other traffic generator. Timing should meet CDOT's State Highway Access Code for Progression, CRS 42-4-602, the current State adopted





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version of the Manual on Uniform Traffic Control Devices, and CDOT and industry practices for performance. City shall provide CDOT with the traffic signal timing upon request.

D. Emergency Maintenance and Repair

The City shall be responsible for emergency response, emergency signal operation, and repair/replace of damage to all non-structural equipment. If an unforeseen event (lighting strike, extreme power surge, vehicle crash, etc.) destroys any part of the signal pole, mast arm or cabinet and renders the signal and its components damaged beyond repair, the city shall contact CDOT immediately. The city shall partner with CDOT to get the damaged signal components replaced and the signal fully operational as quickly as possible.

The city shall provide an estimated quote (within 48 hours of the incident) using the CDOT provided form, or method agreed upon between the city and CDOT, to CDOT for the repair. CDOT shall respond to the quote (NTP, additional information needed) for the cost of the repair or replacement of the damaged non-structural equipment.

All invoices shall be submitted to CDOT within 60 calendar days of completed construction or determination of no insurance claim or other reimbursement to receive payment. Failure to comply with this procedure may result in the city funding the repair entirely.

The city shall respond to traffic signal failures and malfunctions within the following timelines:

- a. Signal power outage – immediate response and appropriate emergency operations, repair as soon as possible.
- b. Malfunctioning signal – immediate response and interim operation repair as soon as practical.
- c. Protected phases and red head outage – immediate repair, if redundant indication is not present and operating.
- d. Pedestrian heads – repair within two days.
- e. Permitted phase and non-red head outage – repair within three days.

E. Signal Modifications

The city shall be responsible for the maintenance of any signals that are reconstructed, modified, or improved by the city pursuant to a city project.

The State shall be solely responsible for the cost of any reconstruction, modification, or improvement to a signal initiated by the State or performed because of a State project.

New signal installations on any state highway within city limits shall be reviewed and approved by CDOT and shall meet all applicable CDOT and city standards and guidelines. CDOT, at its discretion, may incorporate the city standards for color and specialized equipment at the city's





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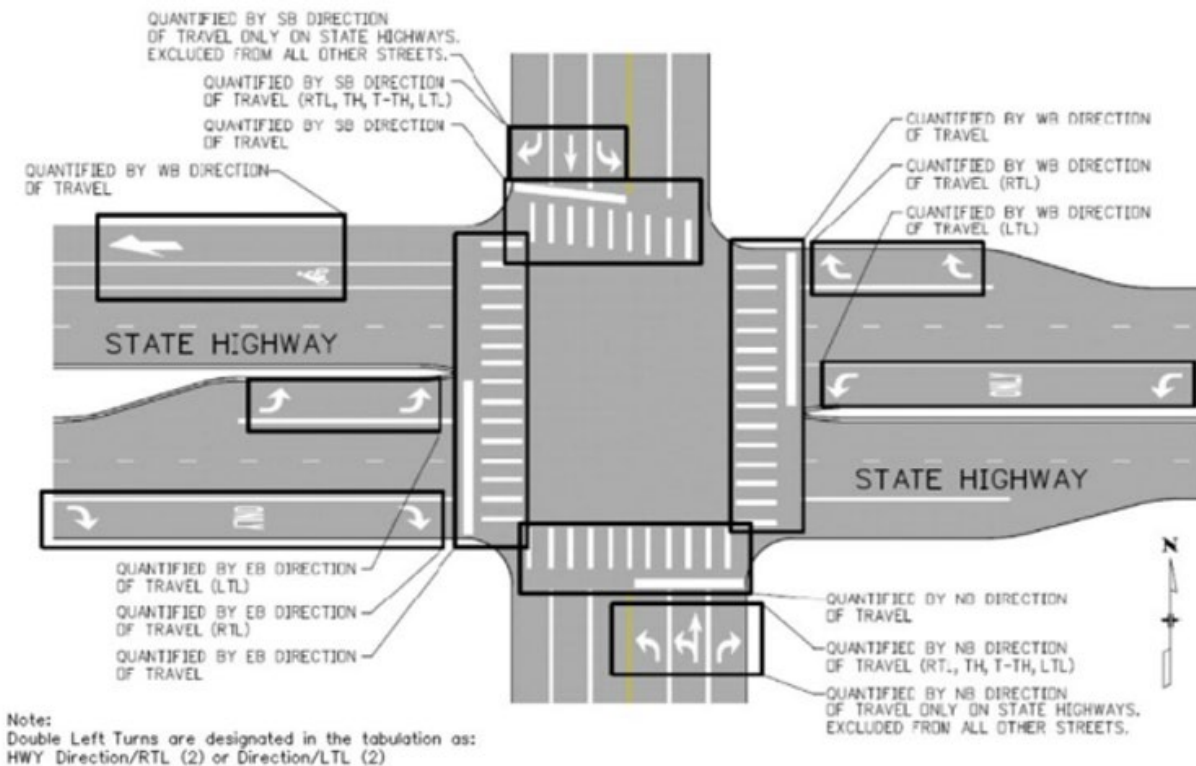
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expense to maintain, but is not obligated to these additions. A determination of who will provide labor, material, and equipment for installation will be made on a case-by-case basis between the aforementioned contract representatives. Should the representatives not agree, the CDOT Region 1 Traffic Engineer shall have final authority.

Additional signals or changes needed as a result of development, traffic volume growth, crash activity, or other safety or operational analysis or concerns, along with any upgrade of the signals or its systems due to new technologies shall be submitted to CDOT via the State Highway Access Permit process. The CDOT Region 1 Traffic Engineer shall have the final authority.

F. Intersection Marking

All Stencil markings on the highway and the road approaching the highway shall be maintained by the city in locations listed in Table 5-A. Typical intersection markings are shown in Figure 5-1. Should the city not have markings shown, maintenance of the city's typical intersection markings shall be required.



Rate/Cost Schedule:

\$335.00 Rate per signal per month

X 274 Signals

\$91,790.00 Total monthly cost to maintain signals





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\$302.00 Rate per mile of signing and markings per month

X 49.19 miles

\$14,855.38 Total monthly cost to maintain signing and markings

\$91,790.00 monthly cost to maintain signals

+\$14,855.38 monthly cost to maintain signing and markings

\$ 106,645.38 Total monthly traffic maintenance cost

\$106,310.38 Total monthly payment to local agency

X 12 Months

\$ 1,279,744.56 Total Annual Not to Exceed Amount

\$ 1,279,744.56 Total Annual Not to Exceed Amount

X 5 years of the contract

\$ 6,398,722.80 Total Contract Not to Exceed Amount



EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)**

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date: _____	State Fiscal Year: _____	Option Letter No. _____	Routing # _____
--------------------	---------------------------------	--------------------------------	------------------------

Vendor name: _____

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date: []	State Fiscal Year: []	Encumbrance Letter No. []	Routing #: []
		Orig. IGA: []	PO: []

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year Year.

The amount to be encumbered by this Encumbrance Letter is \$amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F

General Provisions

General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §A of this exhibit, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § A of this exhibit, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any

act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Local Agency pending resolution of any matter of indemnification.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its Contractors, Consultants, and any Subcontractors in violation of this Agreement may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, Contractors, Consultants, or Subcontractors in violation of this Agreement. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Local Agency pending resolution of any matter of indemnification.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Local Agency pending resolution of any matter of indemnification.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

- i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK