

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

Rev 10/03  
Region: 1 (DZ)

### CONTRACT

**THIS AGREEMENT is entered into by and between CITY & COUNTY OF DENVER (hereinafter called the “Local Agency” or “Contractor”), 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 in Fund Number 400, Function: 2400, GL Account: 4511000010, and Cost Center: R1500-010. (Contract Encumbrance Amount: \$750,000.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. 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 Contractor 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 Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor 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 in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor 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 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter).

##### **Section 3. Term**

This contract shall be effective upon execution; the date signed/approved by the State Controller, or designee. The term of this contract shall be for **a term of FIVE (5) years**. 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 this 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 Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$750,000.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$3,750,000.00**. The negotiated rate per mile 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.
- D. The State shall pay the local agency for the satisfactory work in accordance with Exhibit A, attached hereto in **Exhibit A**.
- 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 highway miles as listed on **Exhibit A**. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)
  - 1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
    - a. Removal of snow, sanding and salting.
    - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
    - c. Painting of bridges, of other structures, and of highway appurtenances.
    - d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
    - e. Notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
  - 2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended.
- C. 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 their 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.
- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance

Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

## **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which 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 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 1, Region 1, Section 5 (Denver Metro). 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 1 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: 1  
Shawn Smith  
Project Manager  
18500 E. Colfax Ave.  
Aurora, CO 80011  
303-365-7126

#### **If to the Local Agency**

City & County of Denver  
Norm Shaw  
Program Engineer  
2000 W. 3rd Avenue, 3rd Floor  
Denver, CO 80223  
720-446-3546

### **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 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 (including sections 24-107-101, et seq., C.R.S. and implementing regulations), 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. Statewide Contract Management System**

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies.

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

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

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

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## Section 22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in *italics*.

### A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract 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.

Financial obligations of the State payable after the current State 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 State, 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 Contract 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

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

### E. COMPLIANCE WITH LAW.

Contractor 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 Contract. 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 Contract 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 Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor'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 Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

### H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the

State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

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

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**Section 23. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

\* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>THE LOCAL AGENCY                  CITY &amp; COUNTY OF DENVER                  Vendor # 0002000018</b></p> <p style="text-align: center;">*SEE ATTACHED SIGNATURE PAGE*</p> <p><b>Michael B. Hancock, Mayor</b></p> <p><b>LOCAL AGENCIES:                  (a Local Agency seal or attestation is required)</b></p> <p><b>Attest (Seal) By</b> _____  <b>Paul D. Lopez                  Clerk and Recorder                  of The City and County of Denver</b></p>	<p style="text-align: center;"><b>STATE OF COLORADO                  Jared S. Polis                  Department of Transportation</b></p> <p>By: _____                  Stephen Harelson, P.E., Chief Engineer                  (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p><b>APPROVED AS TO FORM:</b>                  City Attorney for the CITY AND COUNTY OF DENVER</p> <p>By: _____</p> <p><b>RECOMMENDED AND APPROVED:</b></p> <p>By: _____                  Manager of Public Works</p> <p><b>REGISTERED AND COUNTERSIGNED:</b></p> <p>By: _____                  Manager of Finance</p> <p><b>CONTRACT CONTROL NUMBER:</b> _____</p> <p>By: _____                  Timothy O'Brien, Auditor</p>	<p style="text-align: center;"><b>STATE OF COLORADO                  LEGAL REVIEW                  Philip J. Weiser, Attorney General</b></p> <p>By: _____                  Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p><b>STATE OF COLORADO                  STATE CONTROLLER                  Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Colorado Department of Transportation</p> <p>Date: _____</p>	
--	--

Denver Contract Control Number: DOTI-202057321-00

**Contract Control Number:** [[ 202057321 ]]-[[ 00 ]]  
**Contractor Name:** [[ Name (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:

\_\_\_\_\_

**Contract Control Number:** [[ 202057321 ]]-[[ 00 ]]  
**Contractor Name:** [[ Name (Colorado Department of Transportation) ]]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# EXHIBIT A – SCOPE OF WORK

## Exhibit A

### SCOPE OF WORK

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SECTION

#### LIST OF STREETS AND STATE HIGHWAYS UNDER THE MAINTENANCE AGREEMENT CONTRACT

STATE		
HIGHWAY NO.		Total Lane Miles
2	Colorado Boulevard from 52nd Avenue southerly to a junction with State Highway 285 (Hampden Avenue) MP 9.47 to MP 0.00	58.78
26	West Alameda Avenue from West City Limits SH 95 (Sheridan Boulevard) To I-25 (Valley Highway) MP 11.17 to MP 13.99	12.58
40	(Colfax Avenue) from West City Limits SH 95 (Sheridan Boulevard) To East City Limits (Yosemite Street) MP 294.27 to MP 303.6	36.28
88	Federal Boulevard from SH 40 (Colfax Avenue) southerly to the South City Limits (West Floyd) MP 0.00 to MP 5.69	30.25
287	Federal Boulevard from SH 40 (Colfax Avenue) to North City Limits (52nd Avenue) MP 282.67 to MP 286.25	16.77
<hr/>		
TOTAL LANE MILEAGE FOR MAINTENANCE		154.66
<hr/>		

**Scope of Work**

The rate negotiated by the parties per mile for this agreement is \$4,849.35 per lane mile, and the number of lane miles of Highway segments for which the contractor will provide maintenance services is 154.66 lane miles, first contract year \$750,000.00, up to a total maximum amount of \$750,000.00 per fiscal year each year after, to be invoiced as work progresses, not to exceed the total contracted amount of \$3,750,000.00. This agreement has been considered and deemed beneficial to the City and County of Denver and the State by Shawn Smith, Region 1 Section 5 Maintenance Superintendent.

- A. The Contractor shall perform all “maintenance services” (defined herein the Exhibit) for the certain State Highway System segments described herein, located within the Contractor’s jurisdiction, for a total length of 154.66 lane miles (described herein.)
- B. As used herein the term “maintenance services” shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§ 43-2-102 and 43-2-135, C.R.S., as described in the State’s then current “Plant Maintenance Field Manual,” as amended which is incorporated herein by this reference. The Contractor shall be furnished a copy of that Manual from the State before it performs any maintenance services under this Contract.
- C. This Agreement does not obligate the Local Agency to perform any maintenance services or snow removal on sidewalks, including curb ramps, in which maintenance responsibilities are shifted to others per applicable ordinance(s).

Maintenance Service Activity List:

Code:	Activity Name:	Units:
402	Snow Removal & Traction Application (Sanding, Deicers	Mile (Plow Mile)
406	Snow Removal – Special Equipment	Labor Hours

(“Maintenance services” do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Contractor shall give the State immediate notice of the existence of any such conditions on the Highways.) If services not noted in the Maintenance Services Activity List need to be considered, contact Thaddeus E. Fraedrich, Region 1 Section 5 Maintenance LTC Ops I, IGA Specialist.

Maintenance services to be performed by the Contractor, at State expense, for the Highways under this contract shall include (without limitation) the following services:

- Warning the State’s representative of any “dangerous condition” (as that term is defined in §24-10-103(1) C.R.S., as amended,) and/or repairing that condition.
- D. For Transparency as well as for Audit purposes, the following needs to be included in all billings submitted on a monthly basis. The statements submitted by the Contractor for which payment is requested shall contain 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 (as noted above) such services were performed, in accord with standard Contractor billing standards.
- E. Monthly billings is based on service performed in each month; it is not based on equal billings. Some months may have no chargeable services, while others may be well over an average monthly amount. Monthly billing is to be separated from Snow Events and Maintenance Services/Activities. Monthly billings will be submitted by the Contractor to the State’s Region 1 Maintenance Representative no later than the following 15<sup>th</sup> of the month of reporting.
- F. Fiscal year billing, Colorado Department of Transportation fiscal period is from July 1<sup>st</sup> to June 30<sup>th</sup>. The Contractor will submit their June’s invoice by the end of June. The Contractor may prorate the last two weeks of June. Any remaining balance will be paid in the month of July.
- G. The Contractor will notify State’s Region 1 Maintenance Representative of any activities prior to commencement, notating all actions for quality assurance. Once the activity has been the Contractor will notify the State’s Region 1 Maintenance Representative for an after action review. This quality assurance protocol will be performed with all services (described herein.) Sample of an after action review sheet is attached.
  - a. AAR – Snow Event – page 11 of 12
  - b. AAR – Maintenance Activity – page 12 of 12

**Definitions:**

• **SNOW REMOVAL & TRACTION APPLICATION (SANDING, DEICERS):**

- Removing snow, ice and slush from the roadway, shoulders and ramps; plowing or blading with trucks or graders to keep roads open and reduce weather related hazardous driving conditions, including the application of chemicals and abrasives to continuous sections or roadway or isolated spots.
- Winter Maintenance, and related snow removal performance measurement criteria for each highway category.
- The application of abrasives, abrasives with melting agents, or the direct applications of deicing or anti icing agents applied to roadways in controlled quantities as may be mandated/to conform to local environmental laws, standard operating guidelines and/or recommendations.
- **LEVEL OF SERVICE BY HIGHWAY CLASSIFICATION:**
  - Traveled Way Condition: Painted Edge Line to Painted Edge Line
  - Condition Indicator: Presence of bare pavement in travel way using indicators from chart.
  - End of Event Indicator: A cessation of precipitation for two hours with clearing skies.
  - Outcome Measurement: Elapsed time from the end of precipitation to 95% Bare Pavement in traveled way.

**Elapsed Time to Regain Bare Pavement:**

Table 1.

<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	<b>Category 4</b>	<b>Category 5</b>
Interstate > 75,000 ADT	Interstate 15,000-75,000 ADT	Interstate < 15,000 ADT	NHS > 75,000 ADT	NHS 15,000-75,000 ADT
A : Bare Pavement	A : Bare Pavement	A : < 2 hours	A : Bare Pavement	A : < 2 hours
B : < 1 Hour	B : < 2 Hours	B : < 4 Hours	B : < 2 Hours	B : < 4 Hours
C : < 2 Hours	C : < 4 Hours	C : < 6 Hours	C : < 4 Hours	C : < 6 Hours
D : < 3 Hours	D : < 6 Hours	D : < 8 Hours	D : < 6 Hours	D : < 8 Hours
F : > 3 Hours	F : > 6 Hours	F : > 8 Hours	F : > 6 Hours	F : > 8 Hours

Category 6	Category 7	Category 8	Category 9	Category 10
NHS<15,000 ADT	Other >50,000 ADT	Other 5,000-50,000 ADT	Other < 5,000 ADT	MTN Passes (Non-Interstate)
A : < 4 hours	A : < 2 hours	A : < 4 hours	A : < 6 hours	A : < 8 hours
B : < 6 Hours	B : < 4 Hours	B : < 6 Hours	B : < 8 Hours	B : < 24 Hours
C : < 12 Hours	C : < 6 Hours	C : < 12 Hours	C : < 16 Hours	C : < 48 Hours
D : < 16 Hours	D : < 8 Hours	D : < 16 Hours	D : < 24 Hours	D : < 72 Hours
F : > 16 Hours	F : > 8 Hours	F : > 16 Hours	F : > 24 2 Hours	F : > 72 Hours
<b>Category 11 – Seasonal Highways (Mt. Evans and Independence Pass)</b>				
“<” means “less than”		“>” means “greater than”		

**Condition Levels:**

Table 2.

Condition	Descriptions
<b>1</b>	Maintain wet (bare,) tractive surface through proactive anti-icing prior to the storm and de-icing and application of abrasives during and after the storm. Objective is to keep a wet road surface as much as possible during the storm period. Traffic moves smoothly at a speed consistent with wet pavement and as weather condition allow. (Note: anti-icing and de-icing are used predominately in non-windy areas.)
<b>2</b>	Maintain wet (bare,) surface as much as possible throughout the storm. Anti-icing is applied prior to the storm, and abrasives (with or without deicers) may be applied during the storm, possibly at lesser frequency that for <b>Condition 1</b> . The road may be de-iced after the storm, or only abrasives may be used. Traffic moves relatively smoothly, through at reduced speed.
<b>3</b>	Patches of ‘oatmeal’ snow, slush, or packed snow may exist. Anti-icing, de-icing, and application of abrasives may be done on a limited basis. Traffic may experience isolated slowdowns or delays, but movement is otherwise unimpeded, although at reduced speed.



<b>4</b>	Icy or packed snow conditions prevail. Abrasives may be applied to improve traction. Traffic moves slowly and is delayed.
<b>5</b>	Road is now-covered and may be blocked in locations. Traffic flow will be impeded at these locations and motorists may encounter substantial delays. On highways designated for seasonal closure (currently Mt. Evans, Independence passes,) the snow cover is left untouched until the spring.

**Note:** Storms vary widely in their characteristics, and road conditions may deviate temporarily from the descriptions above based upon the timing, intensity, and duration of the storm, temperature and wind conditions, nature of the precipitation, and so forth. While storms may sometimes temporarily overtake snow and ice operations, the conditions above describe the objectives that the crews continue to strive to meet.

**Level of Service:**

Table 3.



Highway Category	A	B	C	D	F
Interstate, > 75,000 AADT	Cond. 1	Cond. 1	Cond. 2	Cond. 3	Cond. 3
NHS, > 75,000	Cond. 1	Cond. 1	Cond. 2	Cond. 3	Cond. 3
Interstate, 15K<AADT<75K	Cond. 1	Cond. 1	Cond. 2	Cond. 3	Cond. 4
NHS, 15K<AADT<75K	Cond. 1	Cond. 1	Cond. 3	Cond. 3	Cond. 4
Other, > 50,000 AADT	Cond. 2	Cond. 3	Cond. 3	Cond. 3	Cond. 4
Interstate, < 15,000 AADT	Cond. 1	Cond. 2	Cond. 3	Cond. 4	Cond. 5




NHS, < 15,000 AADT	Cond. 1	Cond. 2	Cond. 3	Cond. 4	Cond. 5
Other, 5K<AADT<50K	Cond. 4	Cond. 4	Cond. 4	Cond. 5	Cond. 5
Mountain Passes	Cond. 3	Cond. 3	Cond. 4	Cond. 5	Cond. 5
Seasonal Highways	Cond. 5	Cond. 5	Cond. 5	Cond. 5	Cond. 5

**Survey Item: Snow Removal, Road Condition**

<b>A</b>	Levels of service for snow removal and application of chemicals and abrasives for traction are based upon highway category, considering functional classification and daily traffic, and weather conditions in a 'standard winter.' Refer to Tables 1 and 2 on the following pages. LOS A represents the highest level of service, which ranges from proactive efforts to maintain wet (bare) pavement throughout a storm on higher-standard or highly traveled highways to snow-pack or icy but passable conditions on lower-standard or low-volume roads. Traffic speed is consistent with wet pavement and prevailing weather.
<b>B</b>	Levels of service for snow removal and application of chemicals and abrasives for traction are based upon highway category, considering functional classification and daily traffic, and weather conditions in a 'standard winter.' Refer to Tables 1 and 2 on the following pages. LOS B represents a high level of service, which ranges from targets of wet (bare) pavement as much as possible on higher-standard or highly traveled highways to snow-pack or icy conditions on lower standard or low-volume roads. Traffic moves at reduced speed, with isolated slowdowns or delays.
<b>C</b>	Levels of service for snow removal ad application of chemicals and abrasives for traction are based upon highway category, considering functional classification and daily traffic, and weather conditions in a 'standard winter.' Refer to Tables 1 and 2 on the following pages. LOS C represents a moderate level of service. On higher-standard or highly traveled highways, LOS C ranges from wet (bare) pavement as much as possible to patches of snow or slush. On lower-standard or low-volume roads LOS C ranges from patches of snow or ice to predominately snow-pack or icy conditions. Traffic moves slowly with isolated to moderate delays.

<b>D</b>	Levels of service for snow removal and application of chemicals and abrasives for traction are based upon highway category, considering functional classification and daily traffic, and either condition in a 'standard winter.' Refer to Tables 1 and 2 on the following pages. LOS D represents a marginal level of service, which ranges from patches of 'oatmeal' snow, packed snow or ice on higher-standard or highly traveled highways to predominately snow-packed or icy conditions on lower-standard or low volume roads. Traffic moves slowly with delays.
<b>F</b>	Levels of service for snow removal and application of chemicals and abrasives for traction are based upon highway category, considering functional classification and daily traffic, and weather conditions in a 'standard winter.' Refer to Tables 1 and 2 on the following pages. LOS F represents a poor level of service. Patches of snow or ice exist even on the highest-standard roads, and these conditions may degenerate to predominately snow-packed or icy conditions throughout, with accompanying slowdowns or delays. On lower-standard or low-volume roads the surface is snow-covered and may be blocked in locations, with substantial traffic delays.

<b>Illustrations</b>	<b>LOS</b>	<b>Description</b>
	<b>A</b>	Plowing and chemicals or abrasives applications proactively maintain very high levels of mobility throughout storms (refer to accompanying tables). Snow drifts and localized ice patches are treated quickly to avoid closures and hazards. Proactive avalanche control minimizes traffic interruptions and avoids unanticipated road closures.
	<b>B</b>	Plowing and abrasives or chemicals applications maintain high levels of mobility as much as possible (refer to accompanying tables). Snow drifts and localized ice patches may be treated during storm with abrasives or chemicals. Proactive avalanche control minimizes traffic interruptions and avoids unanticipated road closures.

	<p style="text-align: center;"><b>C</b></p>	<p>Plowing and abrasives or chemicals applications maintain good levels of mobility on high-standard roads (refer to accompanying tables). Snow drifts and localized ice patches are treated as soon as possible at end of storm. Avalanche control focuses on high-priority locations and situation.</p>
	<p style="text-align: center;"><b>D</b></p>	<p>Plowing and abrasives or chemicals applications are performed on limited basis and some traffic delays are anticipated on all roads (refer to accompanying tables). Snow drifts and localized ice patches are treated after mainline roads are cleared. Limited avalanche control is performed. Chain station operation may be scaled back.</p>
	<p style="text-align: center;"><b>F</b></p>	<p>Plowing and abrasives or chemicals applications are performed on very limited basis, impairing mobility on all roads (refer to accompanying tables). Snow drifts and localized ice patches may not be treated for some time. No preventative avalanche control is performed. Chain station operations are scaled back or suspended.</p>

## Exhibit A

**Note:** Level of service definitions may be adjusted based upon importance of the route to one or more of the following travel purposes: commuting; medical and emergency transport; commercial, economic, tourist, and recreational activities, and school bus, mail routes, and defense routes. The level of service may also be adjusted to compensate for the alignment and grade of the highway itself.



Region 1  
18500 E. Colfax Ave.  
Aurora, CO 80011

***Agenda***  
**IGA CCD – City and County of Denver**  
**AAR – Snow Event**

Date:

Storm date/start time:

Clearing skies date/time:

LOS

- Level of Service B – Highways – per Scope of Work – date/time:

Amount of precipitation:

Temperature/Wind/Humidity:

Total units per Shift (any break downs/no shows)

Traffic volumes (Rush Hour/Night Time/Weekend)

Material used/amount per mile:

Major events (Accidents/Sport Games/Other)

- What Worked?
- What didn't work if any?

Kudo's

Complaints



Region 1  
18500 E. Colfax Ave.  
Aurora, CO 80011

***Agenda***  
**IGA CCD – City and County of Denver**  
**AAR – Maintenance Activity**

Date:

Maintenance Activity date/start time:

Maintenance Activity date/end time:

LOS

- Level of Service C – Highways – per Scope of Work – date/time:

Brief Description of the Activity:

Total units per Shift (any break downs/no shows)

Traffic volumes (Rush Hour/Night Time/Weekend)

Material used/amount per mile:

Major events (Accidents/Sport Games/Other)

- What Worked?
- What didn't work if any?

Kudo's

Complaints

**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)

<b>Date:</b> _____	<b>State Fiscal Year:</b> _____	<b>Option Letter No.</b> _____	<b>Routing #</b> _____
--------------------	---------------------------------	--------------------------------	------------------------

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: \_\_\_\_\_  
Stephen Harelson, 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 [ ] .

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: \_\_\_\_\_  
Stephen Harelson, 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: \_\_\_\_\_

**Contract Control Number:**

DOTI-202057321-00

**Contractor Name:**

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:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202057321-00  
Colorado Department of Transportation

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)