

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: SHE M320-117 (22219)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 19-HA1-XC-00035-M0002
Local Agency CITY & COUNTY OF DENVER		Original Agreement Routing Number 19-HA1-XC-00035
Agreement Maximum Amount \$2,000,000.00	Agreement Performance Beginning Date April 11, 2019	
	Initial Agreement expiration date December 16, 2028	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY & COUNTY OF DENVER *See Attached Signature Page* _____	

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

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	
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Contract Control Number:
Contractor Name:

DOTI-202472684-01 [201947876-01]
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:

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The parties entered into the Agreement for Park Ave. West and I-25 @ I-70 On-Ramp, Mississippi @ Platt River Drive & Santa Fe Drive, Colfax @ Downing. Now the parties wish to reduce the Scope of Work including reducing the project to Park Ave. West and I-25/I-70 On-Ramp; Mississippi/Platt River Drive; and Mississippi/Santa Fe Drive.

5) MODIFICATIONS

- a) Reduce the Scope of Work from Exhibit A to what is now shown in Exhibit A-1, attached.
- b) Exhibit A shall be replaced by Exhibit A-1. Any reference in the Original Agreement to Exhibit A, shall be a reference to Exhibit A-1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT A-1
SCOPE OF WORK

Name of Project: CCD FY18 HSIP Pkg 4
Project Number: SHE M320-117
SubAccount #: 22219

1. Project description

The Federal Highway Safety Improvement Program (HSIP) funds' HSIP CCD 2018 Pkg. 4 project is to reconstruct three (3) new traffic signals within the City and County of Denver. The three traffic signals are located at (1) Park Ave. West and I-25/I-70 On-Ramp; (2) Mississippi/Platt River Drive; and (3) Mississippi/Santa Fe Drive. The scope of this project will be to remove existing traffic signal equipment – poles, signal and pedestrian indications, controller, and cabinet, pull boxes, and other associated equipment, and install new traffic signal equipment in accordance with the City and County of Denver standards. These include 12” signal indications on every lane, 16” countdown pedestrian faces, Ethernet controllers and switches, and UPS. ADA handicap ramp, curb and gutter, and sidewalk will also be upgraded within the impact area and installed at all locations to meet ADA and City and County of Denver standards if needed. Scope of work also include new pedestrian crosswalks and stop bars in accordance to Denver standards.

2. Project Design & Construction

City and County of Denver, Department of Public Works – Transportation & Mobility (T&M) will provide oversight of both design and reconstruction of the four traffic signals, and the ADA ramps, sidewalk, curb return, curb and gutter, and any storm sewer works if necessary. A design consultant will be contracted by T&M to perform the detailed traffic signal, signs and striping, roadway, and civil infrastructure designs. T&M will contract a certified signal and roadway (civil) contractor to reconstruct the traffic signals and any roadway/civil upgrades necessary. T&M staff will oversee the design and perform construction management using 2016 professional on-call contracts that were competitively bid using Denver DBE requirements. The City and County of Denver - Public Works will maintain all three (3) traffic signals.

3. Design Standards to be used in this Project

All new traffic signal equipment shall be per the City and County of Denver – Transportation & Mobility Standards. Roadway and flatworks, e.g., ADA curb ramps, sidewalks and curb and gutter, construction standards will be per City and County of Denver and CDOT’s Standard Specifications for Road and Bridge Construction.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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