

(State \$Traffic Mtce)
CITY & COUNTY OF DENVER
Region: HQ (vjm)

Rev 10/03
Routing #: 16-HAA-XC-00001
SAP ID #: 331001398

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: , GL Account: , WBS Element: or Cost Center: , (Contract Encumbrance Amount: \$0.00).
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 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 the date signed/approved by the State Controller, or designee, or on July 1, 2016 , whichever is later. 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 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 **\$1,085,400.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$5,427,000.00**. 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 60 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, 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 HQ, 4201 E. Arkansas Avenue. 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 HQ 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: HQ
Trung Vo
Project Manager
425C Corporate Circle
Golden, CO 80401
303-512-5808

If to the Local Agency

City and County of Denver
Steve Hersey
City Traffic Engineer
201 West Colfax Avenue, #611
Denver, CO 80202
720-913-0801

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 delegate. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 22. Special Provisions

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

- A. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY.** 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, of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.
- 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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 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.** Contractor shall strictly 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.** 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- G. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** 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. CRS §§24-18-201 and 24-50-507.** 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. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's

vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

- K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[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 Department program established pursuant to CRS §8-17.5-102(5)(c), 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 **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), 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 CRS §8-17.5-101, et seq., 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. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101, et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

Section 23. SIGNATURE PAGE
Agreement Routing Number: 16-HAA-XC-00001

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.**

THE LOCAL AGENCY City and County of Denver Vendor # 2000018 _____ Michael B. Hancock, Mayor LOCAL AGENCIES: (a Local Agency seal or attestation is required) Attest (Seal) By _____ Debra Johnson Clerk and Recorder of The City and County of Denver APPROVED AS TO FORM: City Attorney for the CITY AND COUNTY OF DENVER By: _____ RECOMMENDED AND APPROVED: By: _____ Manager of Public Works REGISTERED AND COUNTERSIGNED: By: _____ Manager of Finance CONTRACT CONTROL NUMBER: _____ By: _____ Timothy O'Brien, Auditor	STATE OF COLORADO John W. Hickenlooper, GOVERNOR By: _____ By: Joshua Laipply, P.E., Chief Engineer For: Shailen P. Bhatt, Executive Director Colorado Department of Transportation Date: _____
	LEGAL REVIEW Cynthia H. Coffman, Attorney General By: _____ Signature - Assistant Attorney General Date: _____

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.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____

Exhibit A

Scope of Work

State Highway Traffic Signal Listing

- The City shall maintain the traffic signals and associated stop bars and crosswalks at the locations listed below.
- 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.
- Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid separately by the State.
- The City shall perform inspections of each location, in all directions, and submit documentation to CDOT by April 10th and October 10th for each year of this contract.
Inspection shall include, but not limited to:
 - Each signal lens is operating and visible
 - Signal timing is operating as programmed
 - Controller and cabinet are clean and in good repair
 - Communication to signal is connected and operating
 - Vehicle detection is operating properly
 - All luminaires attached to the signal are operating
- Any defects, in the items listed above, found at these intersections shall be remedied immediately. Defects and remediation shall be documented and kept on file at the City and made available to CDOT upon request. Any defects not remedied shall incur a price reduction to the next month's compensation of \$335.00 per signal.
- The City shall perform an annual inspection which shall include: the visual inspection of signal caissons, bolts, bolt tightening, steel, welds, attachment hardware; backup power testing; and signal conflict monitor testing. Documentation on this inspection shall be submitted to CDOT by October 10th of each year of this contract. Any deficiencies found in bolt tightening and attachment hardware shall be corrected by the City immediately. Structural defects discovered by the City or CDOT shall be repaired using methods that are acceptable to the City and CDOT. If CDOT is requiring pole or mast arm replacement, that work shall be the responsibility of CDOT. Any deficiencies of this nature shall be documented and brought to the attention of the City and CDOT project manager for correction by the appropriate agency. All other minor structural defects shall be the responsibility of the City.

TRAFFIC SIGNALS MAINTAINED BY THE CITY OF DENVER

LOCATIONS

State Highway 2 (Colorado Blvd.) at:

Hampden Ave(SH 285)
Dartmouth Ave
Amherst Ave
Yale Ave(South)
Yale Ave(North)
2500 S. Colorado (Harvard Ave)
Dickenson Place
Iliff Ave
Evans Ave
Buchtel Boulevard
I-25 SB Off-Ramp
I-25 NB Off-Ramp
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
1st Avenue
3rd Avenue
5th Avenue
6th Avenue
7th Avenue
8th Avenue
9th Avenue
12th Avenue
13th Avenue
14th Avenue
Colfax Avenue
17th Avenue
Montview Blvd
23rd Avenue
26th Avenue

EXHIBIT A

29th Avenue
MLK Jr. Blvd (32nd Avenue)
Bruce Randolph (34th Avenue)
35th Avenue
40th Avenue
I-70 EB Off-Ramp
I-70 WB Off-Ramp
48th Avenue
49th Avenue (Railroad Crossing)

Number of Signals on SH 2 = 48

State Highway 6 at:

Sheridan Boulevard (SH 95) Eastbound Off-Ramp
Sheridan Boulevard (SH 95) Westbound Off-Ramp
Federal Boulevard (SH 88) Eastbound Off-Ramp
Federal Boulevard (SH 88) Westbound Off-Ramp
Bryant Street Eastbound Off-Ramp
Bryant Street Westbound Off-Ramp

Number of Signals on SH 6 = 6

State Highway 6 & 85 at:

Steele Street & Vasquez Blvd
Vasquez Blvd and 48th Ave
Vasquez Blvd and 52nd Ave

Number of Signals on SH 6 & 85 = 3

I-25 at:

Hampden Ave (SH 285) Northbound Off-Ramp
Hampden Ave (SH 285) Southbound Off-Ramp
Yale Avenue Northbound Southbound Off-Ramp
Yale Avenue Southbound Off-Ramp
Evans Avenue Northbound Off-Ramp
Evans Avenue Southbound Off-Ramp
Broadway Southbound Off-Ramp
West Alameda Avenue Southbound Off-Ramp
8th Avenue/Wyandot St. NB Off Ramp
Colfax Avenue (SH 40) Southbound Off Ramp
Colfax Avenue (SH 40) Northbound Off Ramp
20th Street Eastside
20th Street Westside
Fox Street Northbound Off-Ramp
Fox Street Southbound Off-Ramp
Kalamath Street Northbound On-Ramp

EXHIBIT A

Kalamath St./Cedar Avenue
Speer Boulevard Southbound Off-Ramp
23rd Avenue Southbound Off-Ramp
University Boulevard

Number of Signals on I-25 = 20

State Highway 26 (Alameda Avenue) at:

Winona Ct
Staurt Street
Perry Street
Knox Ct/ Morrison Rd
Irving Street
Clay Street
Zuni Street
Yuma Street
Tejon Street
Pecos Street
Navajo Street (RR)
Lipan Street
Platte River Drive

Number of Signals on SH 26 = 13

State Highway 30 (Hampden Avenue) at:

Locust Street
Monaco Parkway
Oneida Street
Poplar Street
Roslyn Street
Tamarac Drive
Yosemite Street
Akron Street
Dayton Street
Florence Street
Galena Street
Girard Avenue
Dartmouth Avenue

Number of Signals on SH 30 = 13

State Highway 40 (Colfax Avenue) at:

Sheridan Boulevard (SH 95)
Wolff Street
Tennyson Street

Page 4 of 10

EXHIBIT A

Raleigh Street
Perry Street
Meade Street
Knox Court
Irving Street

Number of Signals on SH 40 = 8

State Highway 40/ State Highway 287 (Colfax) at:

Osage Street	Franklin Street
Mariposa Street	Williams Street
Lipan Street	High Street
Kalamath Street	Race Street
Speer Boulevard Westside	York Street
Speer Boulevard Eastside	Josephine Street
Welton Street	Columbine Street
Glenarm Place	Elizabeth Street
Tremont Place	Fillmore Street
Cherokee Street	Adams Street
Bannock Street	Garfield Street
15th Street	Cherry Street
Broadway	Elm Street
Lincoln Street	Glencoe St
Sherman Street	Hudson Street
Grant Street	Ivy Street
Logan Street	Krameria Street
Pennsylvania Street	Monaco Parkway Westside
Pearl Street	Monaco Parkway Eastside
Washington Street	Oneida Street
Clarkson Street	Quebec Street
Ogden Street	Syracuse Street
Downing Street	Uinta Street
Lafayette Street	Yosemite Street
	Elliott Street

Number of Signals on SH 40 & 287 = 49

I-70 at:

Sheridan Blvd (SH95/48th Ave) Westbound
Federal Blvd (SH287) Eastbound Off-Ramp
Federal Blvd (SH287) Westbound Off-Ramp
Washington St. Eastbound Off-Ramp
Washington St. Westbound Off-Ramp
Brighton Boulevard

EXHIBIT A

Brighton Boulevard (44th Avenue)
Steele Street
Quebec Street Eastbound Off-Ramp
Quebec Street Westbound Off-Ramp
Central Park Boulevard Eastbound Off-Ramp
Central Park Boulevard Westbound Off-Ramp
Havana Street Eastbound Off-Ramp
Havana Street Westbound Off-Ramp
Peoria Street Eastbound Off-Ramp
Peoria Street Westbound Off-Ramp

Number of Signals on I-70 = 16

Statewide Highway 83 (Leetsdale Drive/Parker) at:

Cherry Street
Alameda Avenue
Exposition Avenue
Mississippi Avenue
Forest Street
Holly Street
Monaco Parkway
Oneida Street
Quebec Street
Jersey St. / Exposition Av. MB

Number of Signals on SH 83 = 10

State Highway 85 (Santa Fe) at:

Evans Avenue
Iowa Avenue
Florida Avenue
Mississippi Avenue Eastside
Mississippi Avenue Westside

Number of Signals on SH 85 = 5

State Highway 88 (Federal Boulevard) at:

14th Avenue
Holden Place
10th Avenue

EXHIBIT A

8th Avenue
2nd Avenue
1st Avenue
Alameda Avenue
Virginia Avenue
Exposition Avenue
Kentucky Avenue
Mississippi Avenue
Louisiana Avenue
Arkansas Avenue
Florida Avenue
Iowa/Mexico
Colorado Avenue
Jewell Avenue
Evans Avenue
Iliiff Avenue Northside
Iliiff Avenue Southside
Harvard Avenue
Yale Avenue
Amherst Ave
Dartmouth Avenue

Number of Signals on SH 88 = 24

State Highway 95 (Sheridan Boulevard) at:

Bear Valley Shopping Center Entrance
Dartmouth Avenue
Bates Avenue
Yale Avenue
Warren Avenue
Evans Avenue
Jewell Avenue
Florida Avenue
Louisiana Avenue
Morrison Road
Kentucky Avenue
Alameda Avenue
Cedar Avenue
1st Avenue
5th Avenue
10th Avenue
14th Avenue
17th Avenue
20th Avenue

EXHIBIT A

Bryon Place
26th Avenue
29th Avenue
32nd Avenue
35th Avenue
38th Avenue
41st Avenue
44th Avenue
46th Avenue

Number of Signals on SH 95 = 28

I-225 at:

Yosemite Street Westbound Off Ramp
Yosemite Street Eastbound Off Ramp
Tamarac Street Westbound Off Ramp
Tamarac Street Eastbound Off Ramp

Number of Signals on I-225 = 4

State Highway 265 (Brighton Boulevard) at:

47th Avenue

Number of Signals on SH 265 = 1

I-270 at:

Quebec Street and I-270 On-Ramp
Quebec Street/Sandcreek Road

Number of Signals on I-270 = 2

State Highway 285 (Hampden Avenue) at:

Holly St
Dahlia Street
Sheridan Boulevard Northside
Sheridan Boulevard Southside

Number of Signals on SH 285 = 4

State Highway 287 (Federal Boulevard) at:

Page 8 of 10

EXHIBIT A

17th Avenue
20th Avenue
23rd Avenue
26th Avenue
29th Avenue
Speer Boulevard
32nd Avenue
33rd Avenue
35th Avenue
38th Avenue
41st Avenue (Pedestrian Signal)
42nd Avenue
44th Avenue
46th Avenue
50th Avenue
52nd Avenue

Number of Signals on SH 287 = 16

Total Number of Signals Exhibit A = 270

EXHIBIT A

Traffic Control Device Rate Schedule

270 Signals at \$335.00.00/signal/month	\$90,450.00 per month
Total Maximum Annual Cost	\$1,085,400.00 per year
Maximum monthly billing (\$90,450.00)	
5 YRS at \$1,085,400.00 TOTAL CONTRACT VALUE	\$5,427,000.00

Local Agency
Ordinance
or
Resolution

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:

JOHN W. HICKENLOOPER, GOVERNOR

By: _____ Date: _____
Timothy J. Harris, 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

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 John W. Hickenlooper, GOVERNOR Department of Transportation By: _____ Joshua Laipply, P.E., Chief Engineer (For) Shailen Bhatt, 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: _____
