

ADAMS COUNTY, COLORADO  
**AMENDMENT ONE**  
for  
Pavement Marking Services

THIS AMENDMENT ONE TO THE CONSTRUCTION AGREEMENT is made this 1 day of May 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ROADSAFE TRAFFIC SYSTEMS, INC.**, located at 6260 Downing Street, Denver, Colorado 80216, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on October 3, 2017, the County entered into a Construction Agreement #2017.339 with **RoadsafeTraffic Systems, Inc.**, to provide pavement marking services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Agreement to increase the original agreement amount, and renew the agreement for the first option year effective October 3, 3018, pursuant to **Section 10, Paragraph 10.1 Change Orders, and Section 4 TERM, Paragraph 4.2 Extension Options.**

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall pay the Contractor for the services furnished under this Amendment One to increase the original agreement amount to complete the 2017 work plan per **Section 10, Paragraph 10.1 Change Orders**, and in accordance with **Section 5 Payment and Fee Schedule** for a sum of eighteen thousand five hundred-thirty-four dollars and seventy-one cents (\$18,534.71).
2. The original agreement amount is now changed from \$149,336.84 to read as \$167,871.55.
3. The County shall pay the Contractor for the services furnished under this Amendment One, per Section 4 Term, Paragraph 4.2 Extension Options, and in accordance with **Section 5 Payment and Fee Schedule** for a not to exceed sum of one hundred twenty-three thousand, one hundred-sixty-seven dollars and thirty-four cents (\$123,167.34) for the first renewal year.
4. The agreement total amount now reads as \$291,038.89.
5. The term of the Agreement is extended for one (1) additional year effective through October 2, 2019.
6. The Purchase of Service Agreement and Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Agreement that is not amended or modified by Amendment One shall remain in full force and effect.  
In the event of any conflicts between the terms, conditions, or provisions of the Agreement and Amendment One the terms, conditions, and provisions of Amendment One shall prevail.
7. The Recitals contained in Amendment One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.

8. Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
9. Nothing expressed or implied in Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
10. If any provision of Amendment One is determined to be unenforceable or invalid for any reason, the remainder of Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Agreement.
11. Each party represents and warrants that it has the power and ability to enter into Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By:

Mary Hodge  
Chair

5-1-18  
Date

**CONTRACTOR:  
ROADSAFE TRAFFIC SYSTEMS, INC.**

**Shane Tisdall**

By: **Branch Manager**

Print Name

[Signature]  
Authorized Signature

Date

4/24/18  
Branch Manager  
Print Title

**ATTEST:**

Stan Martin  
Clerk and Recorder

Channah  
Deputy Clerk

**APPROVED AS TO FORM**

By: [Signature]  
Attorney Signature