

ADAMS COUNTY, COLORADO
AMENDMENT TWO
for
Pavement Marking Services

THIS AMENDMENT TWO TO THE CONSTRUCTION AGREEMENT is made this 26 day of March 2019, 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 May 1, 2018, the County entered into a Amendment One #2018.337 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, effective March 12, 2019, pursuant to **Section 10, Paragraph 10.1 Change Orders, and Section 5 Payment and Fee Schedule.**

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:

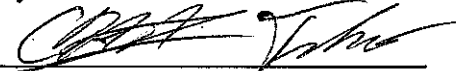
1. The County shall pay the Contractor for the services furnished under this Amendment Two to increase the original agreement amount to provide additional pavement marking services on Sable Boulevard from East 120th Avenue to East 136th Avenue, per **Section 10, Paragraph 10.1 Change Orders**, and in accordance with **Section 5 Payment and Fee Schedule** for a sum of thirty-two thousand twenty-one hundred dollars and fifty cents (\$32,021.50).
2. The original agreement amount is now changed from \$291,038.89 to read as \$323,060.39.
3. The term of the Agreement is unchanged.
4. The Purchase of Service Agreement, Amendment One, and Amendment Two 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, and Amendment One that is not amended or modified by Amendment Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Agreement, Amendment One and Amendment Two the terms, conditions, and provisions of Amendment Two shall prevail.
5. The Recitals contained in Amendment Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
6. Amendment Two 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.

7. Nothing expressed or implied in Amendment Two 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 Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
 8. If any provision of Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Agreement.
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9. Each party represents and warrants that it has the power and ability to enter into Amendment Two, 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:



Chair

3/20/19

Date

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

By:

**Robert Streno
Estimator**

Print Name

Date

3/18/19

**Robert Streno
Estimator**

Print Title



Authorized Signature

ATTEST:

Josh Zygielbaum
Clerk and Recorder



Deputy Clerk

APPROVED AS TO FORM



By: Attorney Signature