



# STATE OF COLORADO PRICE AGREEMENT AMENDMENT #1

## SIGNATURE AND COVER PAGE


<b>State Agency</b> Department of Personnel and Administration, State Purchasing and Contracts Office	<b>Original Contract Number</b> 104930
<b>Contractor</b> LHM Corp LFO dba Larry H Miller Ford Lakewood	<b>Amendment Contract Number</b> 106087
	<b>Contract Performance Beginning Date</b> The later of the Effective Date or November 21, 2017
	<b>Contract Expiration Date</b> September 30, 2018

### 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.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">LHM Corp LFO dba Larry H Miller Ford Lakewood</p> <div style="text-align: center;">               _____              By: Todd Haskins, General Manager         </div> <p style="margin-top: 10px;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">John W. Hickenlooper, Governor                  Department of Personnel and Administration, State Purchasing and Contracts Office                  June Taylor, Executive Director</p> <div style="text-align: center;">               _____              By: Cindy Lombardi, Chief Procurement Officer, or John Chapman, State Purchasing Manager         </div> <p style="text-align: right; margin-top: 10px;">Date: 11/22/17</p>
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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.

<p style="text-align: center;"><b>STATE CONTROLLER</b></p> <p style="text-align: center;">Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center;">               _____              By:         </div> <p style="text-align: right; margin-top: 10px;">Amendment Effective Date: 11/22/17</p>	
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**1. PARTIES**

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**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 Contractor for any Work performed or expense incurred under this Amendment either before or after of 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 Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

**4. PURPOSE**

This amendment is to replace Exhibit B with Exhibit B(1).

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

**A.** Commencing on the effective date the Exhibit B(1) price list shall be in effect. All references to Exhibit B shall also reference Exhibit B(1).

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

## EXHIBIT B(1), VEHICLE AND PRICE LIST

Body Code	Body Code Description	Make	Model	Base Price
A5	Sedan, Full Size, Patrol Ford Interceptor	Ford	Interceptor	\$33,200
K8	Pass Util Medium AWD Patrol Ford Interceptor Utility	Ford	Interceptor Utility	\$35,550
AE	Sedan Electric - Ford Focus Electric	Ford	Focus	\$24,420
AH	Sedan Hybrid (Gas/Electric) Ford CMAX	Ford	CMAX	\$21,390
AH	Sedan Hybrid PHEV Ford CMAX Energi	Ford	Energi	\$22,850
AH	Sedan Hybrid (Gas/Electric) Ford Fusion	Ford	Fusion	\$22,430
AH	Sedan PHEV (Gas/Electric) Ford Fusion Energi	Ford	Energi	\$26,240
D1	Pass Van Mini (5 Pass) Ford Transit Connect LOW	Ford	Transit Connect	\$22,330
D1	Pass Van Mini (5 Pass) Ford Transit Connect FFV Standard	Ford	Transit Connect	\$22,330
K2	Pass Util Medium, 4X4 (5 Pass) Ford Explorer FFV Standard	Ford	Explorer	\$26,340