




STATE OF COLORADO PRICE AGREEMENT AMENDMENT #1

SIGNATURE AND COVER PAGE

| | |
|--|--|
| State Agency Department of Personnel and Administration, State Purchasing and Contracts Office | Original Contract Number 104919 |
| Contractor Spradley Barr Ford Lincoln of Greeley Inc. | Amendment Contract Number 106070 |
| | Contract Performance Beginning Date The later of the Effective Date or November 21, 2017 |
| | Contract Expiration Date 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;">CONTRACTOR Spradley Barr Ford Lincoln of Greeley Inc.</p> <div style="text-align: center;">  By: John Wieneke, Commercial Account Manager Date: <u>11/15/17</u> </div> | <p style="text-align: center;">STATE OF COLORADO 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 Date: <u>11/28/17</u> </div> |
| 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>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center;">  By: _____ Amendment Effective Date: <u>11/29/17</u> </div> | |

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 |
|-----------|--|------|-----------------|------------|
| F6 | Police 1/2 Ton 4X4 PU Ford F150 PU | Ford | F150 PU | \$39,383 |
| F6 | Police 1/2 Ton 4X4 PU Ford F150 PU | Ford | F150 PU | \$39,383 |
| C1 | Cargo Van Mini Ford Transit Connect FFV Standard | Ford | Transit Connect | \$22,208 |
| C1 | Cargo Van Mini Ford Transit Connect Dedicated CNG | Ford | Transit Connect | \$34,708 |
| C2 | Cargo Van 1/2 Ton Ford Transit 150 CNG Dedicated | Ford | T150 Van | \$35,605 |
| D1 | Pass Van Mini (5 Pass) Ford Transit Connect CNG Bifuel | Ford | Transit Connect | \$35,628 |
| D3 | Pass Van 12-Passenger Ford T350 Van CNG Bifuel | Ford | T350 | \$41,059 |
| D5 | 15 Pass Van Ford T350 Van CNG Bifuel | Ford | T350 | \$42,344 |
| DB | Pass Van Mini (7 Pass) Frnt WD Ford Transit Connect CNG Bifuel | Ford | Transit Connect | \$35,797 |
| F2 | PU 1/2 Ton 4X4 Ford F150 4X4 CNG Dedicated | Ford | F150 | \$34,846 |
| F8 | 3/4 T CW Cab 4X4 Ford F250 FFV Standard | Ford | F250 | \$28,141 |
| T4 | Cab/Chassis 1-1/2 Ton (DRW) Ford F450, CNG Bifuel | Ford | F450 | \$51,483 |
| T4 | Cab/Chassis 1-1/2 Ton (DRW) Ford F450, CNG Dedicated | Ford | F450 | \$51,483 |
| T4 | Cab/Chassis 1-1/2 Ton (DRW) Ford F450, FFV Option | Ford | F450 | \$29,983 |
| T5 | Cab/Chassis 2 Ton (DRW) Ford F550, CNG Dedicated | Ford | F550 | \$52,445 |
| T5 | Cab/Chassis 2 Ton (DRW) Ford F550, CNG Bifuel | Ford | F550 | \$52,445 |
| T5 | Cab/Chassis 2 Ton (DRW) Ford F550, FFV Option | Ford | F550 | \$30,945 |

