

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and AMERICAN SIGN AND STRIPING COMPANY, (the "Contractor"), a Colorado corporation, whose address is 14883 E. Hinsdale Avenue, Unit 3, Centennial, Colorado 80112.

WITNESSETH:

WHEREAS, the City and Contractor entered into an on-call Services Agreement dated January 12, 2010, relating to on-call traffic signage replacement and installation program (the "Agreement"); and

WHEREAS, the City and Contractor wish to amend the Agreement, to increase the maximum contract amount and extend the term.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Paragraph 16 of the Agreement, entitled "MAXIMUM CONTRACT AMOUNT AND TERM", is hereby amended to read in its entirety as follows:

**16. MAXIMUM CONTRACT AMOUNT AND TERM**

The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00), unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. The term of this agreement shall be from January 12, 2010 and shall expire on January 12, 2012. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).

2. As herein amended, the Agreement is affirmed and ratified in each and every particular.

## AMENDATORY AGREEMENT

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### WITNESSETH:

**WHEREAS**, the City and Contractor entered into an on-call Services Agreement dated January 12, 2010, relating to on-call traffic signage replacement and installation program (the "Agreement"); and

**WHEREAS**, the City and Contractor wish to amend the Agreement, to increase the maximum contract amount and extend the term.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Paragraph 16 of the Agreement, entitled "**MAXIMUM CONTRACT AMOUNT AND TERM**", is hereby amended to read in its entirety as follows:

**16. MAXIMUM CONTRACT AMOUNT AND TERM**

The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. The term of this agreement shall be from January 12, 2010 and shall expire on January 12, 2012. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed **One Hundred Thousand Dollars and No Cents (\$100,000.00)**.

2. As herein amended, the Agreement is affirmed and ratified in each and every particular.

IN WITNESS WHEREOF, the parties have executed, through their respective lawfully empowered representatives, this Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

\_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio Clerk  
of the City and County of Denver

By: \_\_\_\_\_  
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:  
City Attorney for the  
City and County of Denver

By: *Robert C. Kuhn*  
*for* Manager of Public Works

By: \_\_\_\_\_  
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. OC91327-1

By: \_\_\_\_\_  
Auditor

“CITY”

AMERICAN SIGN & STRIPING COMPANY

By *Rhonda Collins*

Title *President*

“CONTRACTOR”