

**REVIVAL AND AMENDATORY AGREEMENT**

**THIS REVIVAL AND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **W.L. CONTRACTORS, INC.**, a Colorado corporation, with an address of **5920 Lamar St., Arvada CO 80003** (the “Contractor”), collectively “the Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties entered into a 2015 Traffic Signal Construction Master On-Call Contract dated September 24, 2015, for the rebuilding of existing outdated traffic signals with the City and County of Denver (the “Agreement”); and

**WHEREAS**, the Agreement expired September 24, 2016, and the Contractor has continued to provide services; and

**WHEREAS**, the Parties wish to amend the Agreement to extend its term and increase the Maximum Contract Amount as provided for below;

**NOW, THEREFORE**, the Parties agree as follows:

1. Paragraph 16 on page BDP-30 of the Agreement is hereby amended to read 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 **Six Million Three Hundred Fourteen Thousand Three Hundred Seven Dollars and 80 Cents (\$6,314,307.80)** 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 commence upon execution by the City and expire on September 30, 2018.** 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 **Four Hundred Thousand Dollars and No Cents (\$400,000.00)**.

2. Except as herein amended, the Agreement is revived, reaffirmed, and ratified in each and every particular.

3. This Revival and Amendatory Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

4. This Revival and Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**SIGNATURE PAGE FOLLOWS THIS PAGE**

Contract Control Number: PWADM-201522741-01

Contractor Name: W L CONTRACTORS INC

By: Toni Ann Winkler

Name: Toni Ann Winkler  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: Larry Winkler

Name: Larry Winkler  
(please print)

Title: Secretary  
(please print)



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

