

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AMERICAN SIGN AND STRIPING COMPANY**, a Colorado corporation whose address is 14883 E. Hinsdale Ave., Unit 3, Centennial, CO 80112 (the “Contractor”), jointly (“the Parties”).

### WITNESSETH:

**A.** The Parties entered into a 2013 Sign Construction Services Master On-Call Contract dated April 17, 2014 (the “Agreement”) to reset existing traffic signs or furnish and install new traffic signs, complete with posts, supports, fittings and concrete bases.

**B.** The Parties wish to amend the Agreement to increase the maximum contract amount and extend the term.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 16. of the Agreement entitled **MAXIMUM CONTRACT AMOUNT AND TERM** is hereby deleted in its entirety and replaced with:

**“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 **Two Million Three Hundred Thousand Dollars and 00/100 (\$2,300,000.00)** 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 commence on **April 17, 2014**, and shall expire on **December 23, 2017**, unless sooner terminated or extended by written amendment. 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 Fifty Thousand Dollars and 00/100 (\$150,000.00)**.”

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

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

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**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 \_\_\_\_\_



Contract Control Number: PWADM-201314352-01

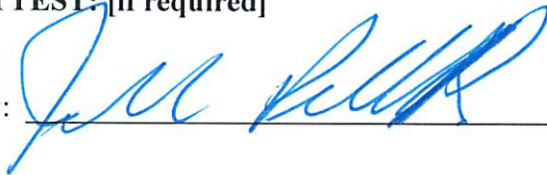
Contractor Name: AMERICAN SIGN & STRIPING CO

By: Rhonda J Collins

Name: Rhonda L. Collins  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: 

Name: James F. Palluck  
(please print)

Title: Secretary - Treasurer  
(please print)

