

SECOND AMENDATORY AGREEMENT

THIS SECOND 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**, (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, and an Amendatory Agreement dated January 12, 2011, 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, extend the term, and otherwise amend the Agreement as set forth below.

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 Four Hundred Thousand Dollars and No Cents (\$1,400,000.00)**, 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, 2013. 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. A new Paragraph is added to the Agreement as reads as follows:

17. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its

formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

Vendor Name:

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: OC91327

Vendor Name: AMERICAN SIGN & STRIPING CO

By: Beverly Reed Esakson

Name: Beverly Reed - Esakson
(please print)

Title: Administrative Assistant
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

