

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") and **FERKAM, INC.**, a Colorado corporation, **d/b/a EXTREME TOWING AND RECOVERY** with an address of 2201 Clinton Street Aurora, Colorado 80010 ("Contractor"), collectively the "Parties".

### WITNESSETH:

**WHEREAS**, the Parties entered into an agreement dated September 7, 2011 and amended the agreement on August 15, 2014 to perform comprehensive towing services as ordered by the Denver Police Department, Denver Sheriff Department and Denver Right of Way Enforcement Department and to perform towing and specified servicing of City-owned vehicles as ordered by the Fleet Maintenance Department or other City agencies ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. Article 4 of the Agreement entitled "**TERM OF AGREEMENT**" is hereby amended to read as follows:

"**4. TERM OF AGREEMENT**: The term of the Agreement shall commence on August 1, 2011 and will expire on July 31, 2016, subject to the termination provisions of Article 8."

2. Article 6, subsection (D)(1) of the Agreement entitled "**Maximum Contract Amount**" is hereby amended to read as follows:

"D. **Maximum Contract Amount**:

1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT MILLION DOLLARS AND ZERO CENTS (\$8,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement."

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

**[SIGNATURE PAGES FOLLOW]**

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**[SIGNATURE PAGES FOLLOW]**



**Contract Control Number:** GENRL-201100630-02

**Contractor Name:** EXTREME TOWING & RECOVERY

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

Name: Fariborz Samimi  
(please print)

Title: VP  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:** GENRL-201100630-02

**Contractor Name:** EXTREME TOWING & RECOVERY

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:

D. Scott Martinez, Attorney for the  
City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



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**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

