

## **FIRST AMENDMENT**

**THIS FIRST AMENDATORY AGREEMENT** is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **BIG TOE TOWING LLC**, a Colorado company authorized to do business in the State of Colorado ("Contractor" or "Big Toe") Party of the Second Part (collectively the "Parties").

**WHEREAS**, the City and Big Toe entered an Agreement (Contract 202157902) dated December 9, 2021 (the "Existing Agreement"), for 24-hour on-site, standby, and contingency professional towing services at Denver International Airport ("DEN"); and

**WHEREAS**, the City desires to increase the maximum contract amount to meet DEN's needs until the end of this contract; and

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable considerations, the parties hereto agree as follows:

1. **ARTICLE 5. COMPENSATION AND PAYMENT SECTION A** is hereby amended by deleting the existing Section A and replacing it with the following-

"A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of One Million Nine Hundred Forty-Two Thousand Six Hundred Twenty Dollars and No Cents (\$1,942,620.00) ("Maximum Contract Amount"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount."

2. **ARTICLE 12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS Part I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement** is hereby deleted.
3. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
4. This First Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

**Contract Control Number:** PLANE-202368284-01 / LEGACY-202157902-00  
**Contractor Name:** BIG TOE TOWING LLC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202368284-01 / LEGACY-202157902-00  
BIG TOE TOWING LLC

By:  \_\_\_\_\_  
AA716348097D450...

Name: Jason Hendley  
(please print)

Title: owner  
(please print)

ATTEST: [if required]

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

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

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