

AGREEMENT FOR TOWING SERVICE

THIS AGREEMENT FOR TOWING SERVICES (the "Agreement") is entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **FERKAM INC., d/b/a EXTREME TOWING & RECOVERY** a corporation with an address of 2201 Clinton Street, Aurora, Colorado 80010, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City desires to retain the Contractor to provide certain towing services as needed; and

WHEREAS, the Contractor is ready, willing and able to undertake and perform these services as an independent contractor;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. FORM OF AGREEMENT: This Agreement shall consist of the terms and conditions stated in the following numbered paragraphs. No other documentation related to this Agreement or generated as a result of this Agreement shall form a part of this Agreement unless it is expressly referenced and incorporated herein.

2. CITY REPRESENTATIVE: The Manager of General Services ("Manager") is the official City representative and directs all services performed under this Agreement. Communication between the Manager and the Contractor shall be directed through the Manager or such other representative as the Manager shall designate. The Contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City.

3. SERVICES TO BE PROVIDED: The Contractor shall, under the general direction of the Manager, perform the towing services described in the Scope of Services attached hereto as Exhibit A (the "Services") on an as needed basis when requested by the Manager. The City, at its sole option, may utilize other service providers to provide the same or similar Services, and nothing herein shall be construed by Contractor to guarantee it any minimum amount of work. All records, finding, research, opinions and documentation prepared by the Contractor under this Agreement, if delivered to and accepted by the Manager shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the Services hereunder, and to make available for inspection, notes and other documents used in the preparation of any of the Services performed hereunder.

The Contractor agrees that the City may at any time require deletions, additions, or modifications to the Services, hereinafter referred to as "Service Revisions" without invalidating the Agreement and without notice to the sureties. Service Revisions will be issued, in writing, and signed by the Manager or his/her authorized representative. The Contractor shall be paid only for the actual quantity or quantities of such Services provided, whether increased or decreased.

4. TERM OF AGREEMENT: The initial term of the Agreement shall commence on August 1, 2011 and expire on July 31, 2014, subject to the termination provisions of Article 8.

5. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

6. PAYMENT:

A. The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for all tows and services described on Exhibit A, a fee at the rate specified on Exhibit B. No expenses shall be reimbursable hereunder.

B. Invoices must include the following:

1. City agreement number.
2. Items listed individually and grouped by type of Service.
3. Unit price, extended and totaled.
4. Invoice number and date.
5. Copies of tow slips which include: a) Name, including signature, of requesting Denver police officer or authorized City employee, including badge number or employee ID number. b) City agency requesting tow and who will be responsible for payment. c) Specific service and charge(s), totaled (see Fee Schedule). If hourly rate applies, record exact hours rounded off to ¼ hour. d) Complete vehicle/unit description (i.e., year, make, model, unit no., license plate and VIN). e) Date, time and location from which vehicle/unit is towed or location of service. f) Address/facility destination of vehicle/unit towed. g) Describe any observed damage to vehicle prior to tow (impoundments and City-owned units).

C. Invoices and corresponding tow slips are to be submitted to the agencies that used the service as soon as the Service has been provided. Invoices will be processed and paid by the agency that used the Service. All questions pertaining to billing matters are to be directed to Kris Deutmeyer at 720-913-8247, who will provide contractor with information on where to submit invoices.

D. Maximum Contract Amount:

1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00) (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in

Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. STATUS OF CONTRACTOR: It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1E(x) of the Charter of the City; and it is not intended, nor shall it be construed, that the Contractor or any employee of the Contractor is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for any purpose whatsoever.

8. TERMINATION OF AGREEMENT:

A. The City has the right to terminate this Agreement, with cause, on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to receive compensation for Services provided under this Agreement beyond the time when such Services become unsatisfactory to the Manager.

B. City may, by written notice to Contractor, immediately terminate the whole or any part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter into a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion, or any other offense of a similar nature in connection with Contractor's business.

C. If this Agreement is terminated by the City with cause, the Contractor shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the Services provided by the Contractor prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work.

D. The City has the right to terminate this Agreement, without cause, on thirty (30) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

E. If this Agreement is terminated by the City without cause, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing Services hereunder prior to the date of the termination.

F. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE". The City shall use any and all such incomplete documents or incomplete data at its own risk.

G. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for Services satisfactorily provided as described herein.

H. Contractor may terminate this Agreement at the expiration of the first twelve months of the Agreement without cause. If the Contractor elects not to terminate the Agreement at the end of the first twelve months of the Agreement the Contractor may elect to terminate the Agreement at the end of the second twelve months of the Agreement without cause.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any payment by the City or damages accepted for unsatisfactory performance pursuant to Paragraph 6 constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment or receipt of such damages when any such breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

10. INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and

investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. EXAMINATION OF RECORDS: The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement. The records shall be made available for inspection at a location within the Denver metropolitan area.

12. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

13. VENUE, GOVERNING LAW: Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, rules, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the District Court for City and County of Denver, Colorado.

14. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor, its or her officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

15. CITY SMOKING POLICY: The Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.

16. ASSIGNMENT AND SUBCONTRACTING: The City is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor

understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

12. NO WAIVER OF RIGHTS: No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

13. NO DISCRIMINATION IN EMPLOYMENT: In connection with its performance under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

14. CONFLICT OF INTEREST: The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

20. INSURANCE:

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating, "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless

due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Contractor’s insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers’ Compensation/Employer’s Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term

of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. On Hook/Cargo Coverage: Contractor shall maintain coverage for vehicles in tow and cargo with limits of \$100,000 for property damage per occurrence for the vehicles and \$100,000 for property damage per occurrence for cargo through either a specific grant of coverage under a Garagekeeper's Liability Policy or by an On Hook and Cargo endorsement to a Garagekeeper's or Automobile Liability Policy

J. Garagekeepers Legal Liability: Contractor shall maintain Garagekeepers Legal Liability insurance with limits of \$1,000,000 aggregate.

H. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. PAYMENT AND PERFORMANCE BOND:

A. Performance, Payment, and Guarantee Bond satisfactory to the City and

County of Denver on the form required by the City, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) is required of the Contractor to guarantee that it will perform the Services in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Manager. If the Manager does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty (120) days before the Bond expires, then the Contractor shall be in default of this Agreement and the Manager may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of One Hundred Thousand Dollars (\$100,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. The bond or letter of credit is attached to this Agreement and incorporated herein as **Exhibit C**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

22. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

23. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to Services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager, member or members of City Council, or the Auditor.

24. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors and suppliers. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

25. DISPUTES: All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearing, pursuant to the procedure established by Denver Revised Municipal Code, Section 56-106. For the purpose of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 2 hereof.

26. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by Denver's Revised Municipal Code.

27. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to: Director of Purchasing
 201 West Colfax Avenue, Dept. 304
 Denver, Colorado 80202

And by the City to: EXTREME TOWING & RECOVERY
 2201 Clinton Street,
 Aurora, Colorado 80010

28. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with any exhibits and attachments hereto, any or all of which by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and for indemnity to the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period.

29. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

30. SEVERABILITY: It is understood and agreed by the parties hereto that if any

part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

32. REMEDIES CUMULATIVE: The remedies provided in this Agreement shall be cumulative and in no way affect any other remedy available to the City under law or equity.

33. LEGAL AUTHORITY:

A. The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor do hereby represents and warrants that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement provided after the City has suspended or terminated this Agreement as provided in this paragraph 33(c).

34. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement; and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

35. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Paragraphs 1 through 40, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A

Scope of Services

Exhibit B
Exhibit C

Rates for Services
Bond or Letter of Credit

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 40, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs 1 through 40
Exhibit A
Exhibit B
Exhibit C

36. OWNERSHIP OF WORK PRODUCT: All plans, drawings, reports, submittals and other documents submitted to the City or its authorized agents by the Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage, which may result from any use of such documents for purposes other than those described in this Agreement.

37. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

38. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

39 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

40. 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.

Exhibit A

SCOPE OF WORK

SCOPE OF CONTRACT

The purpose of this Agreement is to provide comprehensive towing services as ordered by the Denver Police Department, Denver Sheriff Department and Denver Right of Way Enforcement in their enforcement of the law and for the protection of the safety of the citizens of Denver, and for towing and specified servicing of City-owned vehicles as ordered by Fleet Maintenance Divisions or other City agencies.

TECHNICAL REQUIREMENTS

Services required under this Contract include, but are not limited to, the following:

- 1) Contractor shall be responsible for all tows (standard and heavy) ordered to the Vehicle Impound Facility at 5160 York Street.
- 2) Contractor shall be responsible for the towing of damaged or disabled City vehicles (standard and heavy tows) to various City maintenance facilities or to other locations throughout the City as ordered by authorized City personnel.
- 3) Contractor shall be responsible to work with Right of Way Enforcement on a daily basis to assist this agency in their ongoing mission, including, but not limited to clearing traffic lanes, towing booted vehicles, etc. Contractor will be required to provide, at a minimum, two tow trucks each morning to sites designated by ROWE to clear traffic lanes.
- 4) Contractor shall be responsible to work with Right of Way Enforcement, the Denver Sheriff Department and the Denver Police Department to assist with controlling parking during home Bronco games. Contractor will be required to provide, at a minimum, fifteen tow trucks to be assembled at least two hours prior to game time at locations designated by authorized City personnel. Contractor will be responsible to provide an on-site dispatcher to handle claims and provide DPD auto theft and ROWE a detailed log of all tows every thirty minutes. Contractor will be required to tow all vehicles remaining after the game at the temporary impound facility to the 5160 York St. impound facility. Contractor will be required to meet with Right of Way Enforcement and the Denver Sheriff Department each fall before the start of the Bronco season to establish processes and procedures as requirements may change.
- 5) Contractor shall work, as required, with Right of Way Enforcement, the Denver Police Department and the Denver Sheriff Department to move vehicles at any location within the City and County of Denver limits during parades, special events, police operations or emergency situations (e.g., sporting events, demonstrations, civil disturbances, police stings).
- 6) Contractor shall, as requested by the Denver Police Department, Right of Way Enforcement or authorized City personnel, move any vehicle approximately one City block to clear a traffic lane.
- 7) Contractor shall provide jump starts, assistance with tire changes, service lock-outs and attach and remove snow chains to City-owned vehicles, as requested.
- 8) Contractor shall transport City-owned vehicles to the Vehicle Impound Facility for sale at auction, as requested (primarily by the Denver Police Department and Denver International

Airport) throughout the calendar year and transport DIA surplus vehicles to 5440 Roslyn for the annual Surplus Vehicular Equipment Auction.

9) Contractor shall transport “junker” vehicles, as requested, to be utilized in police or fire training exercises, and will subsequently tow such vehicles to the facility operated by the City’s provider for the disposal of “junkers”.

10) Contractor shall clean up debris at accident sites where Contractor provides tows (all prices quoted shall include the sweeping, cleaning and removal of debris caused by accidents from the public right-of-way prior to the tow operator’s departure from the accident scene). In addition, all CDL trucks shall carry, at a minimum, a 5 lb. bag/bucket of floor dry to be used to help control hazardous spills from entering storm drains and sewers.

11) Contractor shall provide street clean-up services, as needed, exclusive of towing, if ordered by a Denver police officer or authorized City personnel.

12) Contractor shall provide all other towing services associated with this Agreement, as needed.

When an emergency or extraordinary situation exists as declared by the Mayor, Manager of Public Works, Manager of Aviation, Manager of Safety, Chief of Police or Office of Emergency Management, the Contractor will give the City priority service. If the Contractor is using all 30 tow units for City towing services (as stipulated), and the City calls for additional units, such additional service shall be at the expense of the City and County of Denver. However, if the Contractor is using fewer than 30 tow units for City towing and no units are available, then the Contractor will be charged the difference between such charges and the amount chargeable to the City under this Contract for the particular work performed. Such difference shall be recovered by deduction from the Contractor’s next invoice(s) for services rendered.

Vehicles towed or serviced under the terms of this Agreement (either impoundments or City vehicles) may be located at any point within or adjacent to the geographical boundaries of the City and County of Denver, including highways; or a disabled City vehicle may be located well outside the boundaries (e.g., a Sheriff Dept. vehicle stalled while in transit between Denver and Canon City). Further, vehicles towed under the terms of this Agreement may be transported to any number of sites, including, but not limited to, the following:

- Vehicle Impound Facility (Car Pound), 5160 York St.;
- Denver Police Garage - ,5440 Roslyn Street
- Denver Public Works Fleet Maintenance - 5440 Roslyn Street
- Denver Fire Department Fleet Maintenance and Training Academy - 5440 Roslyn Street
- Denver Police Service Center, 1930 35th Street
- Denver International Airport (DIA) Fleet Maintenance (DIA Gate 5, accessible with security Clearance and permission from authorized DIA personnel from 27500 E. 80th Ave.)
- Denver Public Works Solid Waste Facility, 1271 W Bayaud
- Denver Police Training Academy, 8895 Montview Blvd., Bldg. 58
- Denver Parks & Recreation, 945 S Huron
- Denver Traffic Operations, 3381 Park Ave West
- Denver Public Works Central Platte Campus, 1271 W Bayaud
- Denver City Fleet Shops, 2013 S Osage
- Cherry Creek Transfer Station, 7301 E Jewell
- Colorado Auto & Parts, 2151 West Radcliff, Englewood.

New or revised regulations approved by the Denver City Council acting by ordinance with relation to Wrecker or Towing Services within the City and County of Denver shall be applicable upon their enactment or a date certain as indicated in the ordinance. Said new or revised regulations shall not be cause for the City to approve nor shall the Contractor request adjustments to bid pricing offered herein as a result of same. New or revised regulations approved by the Denver City Council which materially affect the services to be provided hereunder and that materially enlarge or decrease the scope of the services to be provided herein shall be cause for the City to issue a new RFP for the services required. If a new RFP is, therefore, necessary at any time during the course of this Contract, the Contractor shall be given no less than sixty (60) days notice that a new RFP is required.

Public Works Fleet Maintenance and Solid Waste Divisions are to be quoted an "ETA" (estimated time of arrival) each time they request a tow for a vehicle belonging to either of their respective fleets.

RESPONSE

Response time of twenty (20) minutes is required for the Interstate Systems, inclusive of 6th Avenue; twenty-five (25) minutes for all other roads, and thirty (30) minutes for heavy tows. This time shall start from the moment the Police Dispatcher or authorized City personnel relay the necessary details to the Contractor's dispatch personnel. Contractor MUST provide 24-hour dispatch services.

Tow driver(s) servicing this Contract shall respond immediately to orders from dispatchers.

OPERATIONAL REQUIREMENTS

Contractor is to be in compliance with the following requirements:

- (a) Be in operation twenty-four (24) hours per day, seven (7) days per week. Contractor shall provide a single telephone number to the City which shall require staffing twenty-four (24) hours per day, seven (7) days per week. The use of answering machines or answering services shall not be permitted.
- (b) Each vehicle to be used under this Agreement is to be equipped with signage permanently affixed and displayed on each door or side panel listing the trade name of the tow company and the PUC license number in clearly defined, legible lettering.
- (c) Contractor shall make business records and facilities available for inspection by law enforcement officers and the Director of Excise and Licenses and the Auditor or his/her designee(s) at any time during business hours.
- (d) Contractor shall obey all lawful orders given by any law enforcement officer. While providing any towing services, the contractor shall in no way interfere with any law enforcement officer in the performance of his/her duty.
- (e) Contractor shall not attach to a vehicle which, by its size and/or weight, would make towing the vehicle an unsafe movement. A tow truck and its load should never exceed the capabilities of the towing vehicle to safely accelerate, stop or maneuver. The manufacturer's gross vehicle weight rating or the manufacturer's rated capacity shall not be exceeded at any time.
- (f) All lighting equipment (headlights, brake lights, lightbars, flashlights or lanterns and any flares or reflectors) installed on the tow truck shall be in good working condition. The vehicle

towed must have affixed on each side near the rear all necessary stop, brake and tail lights; these stop, brake and tail lights shall operate when those of the tow truck are activated.

(g) All components such as winches, cables, clamps, thimbles, sheaves, guides, controls, blocks, slings, dolly wheels, chocks, chains, fire extinguishers, hooks and hydraulic components are to be assembled in accordance with factory recommendations and specifications for vehicle sizes, and all components are to be in good and operable conditions and the tow truck contains all necessary equipment. Features and equipment appropriate to manufacturer's specifications and recommendations and for the safe operation of light duty, rollback, heavy trucks, tractor and trailer are required.

(h) The contractor(s) shall exercise due care at all times in the removal of vehicles from streets and highways and shall follow the lawful direction of any law enforcement officer. This shall include the determination by the law enforcement officer that the tow equipment provided by the contractor is inadequate. The law enforcement officer shall have the authority to require the City Towing Services contractor to provide different or additional equipment to provide the services required in a safe and responsible manner.

(i) Contractor must tow vehicles that are "full time" four wheel drive or all-wheel drive (AWD) using a flatbed tow truck only. Wheel lifts shall not be used when towing "full time" four wheel drive or all-wheel drive (AWD) vehicles.

(j.) Contractor must remove drive axles from housing before towing, if equipment is equipped with an Automatic Transmission and/or Hydraulic Launch system. Contractor must also install caps on axle housing to minimize oil leakage from rear differentials while in tow.

VENDOR DEFICIENCY REPORT

Contractor shall respond in full with a corrective action plan to Vendor Deficiency/Deviation Report sent by the City and County of Denver within three (3) working days.

SPECIFIC EXCLUSIONS

It shall be a specific provision of this contract that the scope of services to be provided shall NOT include the following, which are provided by separate contracts:

- 1) Towing of vehicles on-site at Denver International Airport or emergency towing services ordered for Pena Blvd. by DIA Parking Management. This includes the towing of abandoned vehicles left at DIA parking lots that are subsequently towed to the Sheriff Vehicle Impound Facility per the direction of DIA Parking Management.
 - DIA will utilize this contract for the towing/transfer of DIA fleet (City) vehicles or for impounds ordered by the Denver Police Department to the Denver Sheriff Vehicle Impound Facility or to transport DIA vehicles and equipment to auction sites.
- 2) Towing of vehicles that are not City-owned as requested by any owner or operator of a damaged/disabled vehicle requiring removal or relocation, but not impoundment. These vehicles are serviced under a separate contract that is in support of Denver RMC §54-241(a)(b) prohibiting the practice of “tow chasing” within the City and County of Denver.

This Contract for “City Towing Services” is separate from contracts for “Towing Services – Denver Int’l Airport ” and “On-Call Towing Services”.

The City and County of Denver has no association with or control over the State Department of Transportation in their efforts to provide a Courtesy Patrol for motorists on I-25 from County Line road to 84th Avenue and on I-70 from Washington to Federal Boulevard. This State program is designed to provide assistance to motorists and reduce traffic congestion caused by vehicle breakdowns. The City Towing Services contract for the City and County of Denver is not a Courtesy Patrol program.

With the exception of the Denver Police Department, the Denver Fire Dept., the Denver Sheriff Dept. (including the Vehicle Impound Facility), Right of Way Enforcement and Fleet Maintenance Divisions of the Department of Public Works and Denver International Airport, other agencies of the City may be served by separate towing arrangements which may have been established by independent agreements/contracts with events staff contractors at City facilities (e.g., Contemporary Services Corporation servicing Theatres and Arenas facilities such as the Denver Coliseum, Red Rocks Amphitheatre, etc.). If such agencies are being served by towing arrangements other than this contract, in no case shall that agency/facility or whichever towing entity is serving that agency/facility interfere with the performance of the Contractor servicing this contract if said service is in response to a call from the Denver Police Dispatcher or an officer of the Denver Police Department.

Contractor should be aware that the Denver Police Department Operations Manual contains an “Any Tow” provision whereby the City Towing Service may be bypassed. Specifically, this provision reads: “Officers may request ‘any tow’ via the police radio for any hazards on the interstate system. This procedure applies to the interstate highway system only. Under no circumstances will this be permitted anywhere else in the city.”

Contractor shall be the preferred provider of towing services for the Denver Police Department, the Denver Fire Dept., the Denver Sheriff Dept., (including the Vehicle Impound Facility), Right of Way Enforcement and Fleet Maintenance Divisions of the Department of Public Works and Denver International Airport; however, Contractor should be aware that other procurements for towing services which do not interfere with the purpose and intent of the City Towing Services contract may be made in the best interests of the City and County of Denver.

EQUIPMENT LIST

Contractor shall provide a minimum of thirty (30) power-operated wreckers in good and serviceable condition, plus a tractor and trailer, as specified. Each wrecker shall be fully equipped with the proper complement of dollies, chains, slings and bumpers necessary to prevent damage to vehicles (i.e., cars, trucks, motorcycles, scooters or any other vehicle or parts thereof). Each wrecker will have sufficient brooms, shovels and equipment to clear a site of debris caused by an accident. Contractor shall comply with Section 55-177 of Article VI of the City and County of Denver Revised Municipal Code and Rule 723-9-13 of the PUC Rules, Regulations, and Civil Penalties Governing Towing Carriers by Motor Vehicle relating to required equipment and accessories for tow vehicles. In addition, all CDL trucks shall carry, at a minimum, a 5 lb. bag/bucket of floor dry to be used to help control hazardous spills from entering storm drains and sewers.

The fleet of wreckers shall include at a minimum:

- One (1) tri-axle with a retracted rating of 60 tons (specifications for this unit also include: 20,000 lbs front axle, two (2) 50,000 lb. hydraulic winches, a wheelbase minimum of 320" from center bogies to centerline of front axle, 17,600 lbs. minimum lifting rating fully extended at 181" of reach and a minimum of 56,500 lbs. of retracted underreach, wheel lift grids must be a minimum capacity rating of 25,000 lbs)
- One (1) tandem-axle with a manufacturer boom rating of 30 tons
- One (1) tandem-axle tractor unit
- One (1) self-loading tri-axle trailer, minimum of 48 ft. in length.
- Twenty (20) flatbed tow trucks with wheel-lifts
- Six (6) 4x4 tow trucks (any 4x4 tow truck can serve for this requirement, but Contractor must have, at a minimum, 30 wreckers in good condition, plus a tractor and trailer)
- One (1) medium duty sling/wheel-lift tow truck with 16-ton lifting capacity with bus bar and tow eye bus forks with 7" – 9" extensions
- Two (2) medium duty sling tow trucks with 10-ton lifting capacity
- Two (2) low clearance tow trucks (maximum height: 6'4") to accommodate Levels B1 and B2 in the DPD Administration Building at 13th & Cherokee St., and parking garages, as needed. Low clearance truck is to be equipped with "go-jacks" in addition to the proper complement of equipment indicated in the preceding paragraph.

Regardless of the number of wrecker units being utilized during the course of parades, special events or emergency situations, the Contractor shall have adequate equipment available to cover all of the City's towing needs at any given time. Failure to provide all of the City's towing needs at any given time will be cause for damages per this Agreement, and the Contractor may be considered to be in default of the contract.

Each vehicle shall be equipped with a 2-way radio in a working condition with constant contact to a 24-hour dispatch office.

The Contractor shall indicate company name and phone number in prominent lettering on either door of each tow truck.

Under no circumstances will the contractor be allowed to "piggy-back" or tow more than one vehicle at a time. Roll-backs and flatbeds are excepted.

The Contractor shall be responsible for any inventoried items inside the vehicle while in Contractor's possession (e.g., small tools, spare wheels, radios, personal property and other items of intrinsic value).

VEHICLE INSPECTIONS

The Director of Excise and Licenses, any peace officer or the Manager of Safety or their designee(s) may conduct an inspection of any tow truck being utilized under the contract without notice to determine compliance with the requirements set out herein.

If, at any time, a tow truck (or any equipment attached to or carried by same) being utilized to provide services required under this contract is found by the aforementioned officials or their designee(s) to be in need of repair or does not meet the minimum requirements set out herein, the Contractor shall be required to cease use of and replace that tow truck until such repairs are completed.

PERSONNEL:

Contractor shall have available sufficient qualified personnel to operate all specified wreckers at all times. Each driver/operator shall have a valid Colorado Driver's License.

All drivers shall operate the wreckers in a safe and prudent manner and shall refrain from using profane or vulgar language or being under the influence of alcohol or drugs in a public area while performing work under this agreement. Executive Order No. 94, which deals with the use of drugs or alcohol, shall be applicable to every contractor providing services pursuant to this contract.

Tow drivers shall not, under any circumstances, carry upon their person or within or upon the tow vehicle any dangerous or deadly weapon as defined in the Denver Revised Municipal Code.

Tow vehicle drivers shall be employees of the Contractor(s); therefore, Workers' Compensation Insurance must be carried on all tow vehicle drivers by the Contractor.

CONTRACTUAL DEFICIENCIES:

Specific operational standards subject to classification as contractual deficiencies are as follows, and failure to comply with these standards may be determined by authorized City personnel:

1. If the contractor fails to comply with the ETA (estimated time of arrival) requirements or otherwise fails to provide tow services as needed.
2. Failure to maintain accurate, precise records of specific towing services provided per this Agreement.
3. Failure to provide a sufficient number of tow vehicles to service the City's needs.
4. Failure to provide adequate and sufficient equipment on the tow vehicles, i.e., brooms, shovels, dollies, chains, lights and other equipment necessary to perform a tow, prevent damage to towed vehicles or provide clean-up at tow sites.
5. Failure to provide sufficient, qualified personnel to operate towing services as required.
6. Failure to sweep and clear tow site of debris, as required.
7. Failure to maintain each tow vehicle in operating condition.

NON-EXCLUSIVE CONTRACT:

This is a non-exclusive Contractual Agreement. In the City's best interests, the City reserves the right to solicit and purchase third party logistics and towing management services at a future date. This solicitation would be designed to coincide with the end of the term of any contract resulting from this procurement.

FEE SCHEDULE INFORMATION

FEE SCHEDULE INFORMATION:

Fee schedule below shall be firm and fixed for the specified contract period.

Fee schedule below shall, during the term of the Contract, be the maximum amount the Contractor shall charge to the City.

All costs to the Contractor shall be included in the pricing entered below. Mileage is included, with the exception of mileage for vehicles retrieved from or towed to a location outside the City and County of Denver boundaries (Fee Schedule Item No. 4). The Contractor shall not request and the City shall not provide additional remuneration other than that set out below as Fee Schedule Items.

CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the Fee Schedule below which are instrumental to completing the project will be at the cost of the contractor to supply at no additional charge to the City.

ACCEPTANCE AND BILLING

All tow slips must include the following information:

- 1) Name, including signature, of requesting Denver police officer or authorized City employee, including badge number or employee ID number.
- 2) City agency requesting tow and who will be responsible for payment.
- 3) Specific service and charge(s), totaled (see Fee Schedule). If hourly rate applies, record exact hours rounded off to ¼ hour.
- 4) Complete vehicle/unit description (i.e., year, make, model, unit no., license plate and VIN).
- 5) Date, time and location from which vehicle/unit is towed or location of service.
- 6) Address/facility destination of vehicle/unit towed.
- 7) Describe any observed damage to vehicle prior to tow (impoundments and City-owned units).

Contractor is to maintain orderly and accessible records of tows and services performed under the Contract.

Invoices are to be remitted as follows:

- Denver Police Department
Denver Police Department, Finance
Attn: Jeannie Springer
1331 Cherokee St, Room 422
Denver CO 80202

- All tows, no/go's, mileage charges, hourly charges and services for Denver Police and Denver Sheriff Department City-owned vehicles as ordered by the Denver Police or Denver Sheriff Department.
- All impounds, no/go's, mileage charges, short tows and hourly charges to citizen-owned vehicles as ordered by the Denver Police Department or the Denver Sheriff Department.

- Denver Public Works

City and County of Denver, Accounts Payable
201 W Colfax Ave., Dept. 908
Denver CO 80202

- All tows, no/go's, mileage charges, hourly charges and services for City-owned vehicles, exclusive of vehicles managed by the Denver Police Department, the Denver Sheriff Department, the Denver Fire Department and Denver International Airport.

- Right of Way Enforcement

DPW Right of Way Enforcement, Accounts Payable
Attn: Cristy Cress or Rachel Reyes-Walsh
201 W Colfax Ave, Dept. 706 (5th Floor)
Denver CO 80202

- All tows, short tows, impounds, no/go's, hourly charges and services to citizen-owned vehicles as ordered by Right of Way Enforcement employees.

- Denver Fire Department

Denver Fire Department Fleet Management
Attn: Angie Renteria
5440 Roslyn St., Building B
Denver CO 80216

- All tows, no/go's, mileage charges, hourly charges and services for DFD City-owned vehicles as ordered by the Denver Fire Department.

- Denver Fire Academy

Denver Fire Department
Attn: Lorene Garcia
5440 Roslyn St., Building 5, Suite #200
Denver CO 80216

- All tows for abandoned/confiscated vehicles used in Denver Fire Academy training exercises as ordered by the Denver Fire Department.

- Denver International Airport

Denver International Airport, Accounts Payable
8500 Pena Blvd., AOB 8th Floor
Denver CO 80249

- All tows, no/go's, mileage charges, hourly charges and services for DIA City-owned vehicles as ordered by the Denver International Airport.

- Denver Parks & Recreation

Denver Parks and Recreation, Finance

Attn: Gail Brown

201 W Colfax Ave, Dept. 602

Denver CO 80202

- All tows, no/go's, mileage charges, hourly charges and services for DPR City-owned vehicles not maintained by DPW Fleet Maintenance as ordered by the Denver Parks and Recreation Department.

Exhibit B
Rates for Services

FEE SCHEDULE ITEMS:

ITEM NO. 1:

Unit price per tow of vehicle regardless of conditions or location within the City limits to the Vehicle Impound Facility (Car Pound), as directed

1A. Under 11,000 lbs. \$74.50

1B. Over 11,000 lbs. \$80.00

ITEM NO. 2:

Unit price for tow called for and subsequently canceled: a "no-go".

2A. Under 11,000 lbs. \$25.00

2B. Over 11,000 lbs. \$25.00

ITEM NO. 3:

Unit price per tow regardless of conditions to tow City-owned vehicles to requested area within the City limits.

3A. Under 11,000 lbs. \$46.00

3B. Over 11,000 lbs. \$85.00

ITEM NO. 4:

Mileage charge for towing any type of vehicle retrieved from or towed to a location outside the City and County of Denver limits; mileage shall be from hook-up point to nearest point of City boundary plus tow charge for Fee Schedule Items 1 and 3.

4. \$1.00/Mile

ITEM NO. 5:

Unit price to move a vehicle approximately one (1) city block to clear traffic lanes. If more than one unit must be moved to clear a traffic lane, the hourly rate provided as in Fee Schedule Item No. 6 will be paid. This includes the Interstate System and 6th Avenue. (This is also termed a "short tow".)

5. \$47.00

ITEM NO. 6:

Hourly rate for the following services:

1) Per tow of City-owned vehicles that are stuck in mud, snow, etc., that do not need tow or additional services (to be rounded off to the nearest 1/4 hour, as necessary)--heavy tow may apply;

2) For moving cars or trucks at any location within the City limits during parades, special events or emergency situations (e.g., sporting events, demonstrations, civil disturbances, police stings). Each unit moved is not a separate tow or one-hour charge; Contractor will move all vehicles requested and will be paid for each hour or fraction, rounded off to the nearest 1/4 hour, as necessary, as incurred by each tow vehicle utilized. If tow(s) trucks are requested on a standby basis, the hourly rate will be paid, but towing assignments may not be accepted at other locations until release from standby status by police officer or authorized City employee. A minimum of one (1) hour will be guaranteed--heavy tow may apply;

3) For performing unusual or extraordinary towing, winching or hoisting of vehicles or articles (e.g., from lakes, ponds, creeks, guardrails, embankments, etc.) at the direction of a Police officer or authorized City employee. City to pay for only time used, rounded off to the nearest 1/4 hour. A minimum of one (1) hour will be guaranteed--heavy tow may apply;

4) When tow truck remains at scene more than thirty (30) minutes for an officer to complete investigation or otherwise give permission to tow vehicle(s) from accident site. (Hourly rate to be rounded off to the nearest 1/4 hour--6A applies);

5) For relocating vehicles at City Car Pound, as needed--heavy tow may apply;

6) For clean-up services exclusive of towing, as ordered by a police officer or authorized City employee--6A ONLY.

6A. Under 11,000 lbs. \$30.00/Hour

6B. Over 11,000 lbs. \$75.00/Hour

ITEM NO. 7:

Unit price for the following services to City-owned vehicles, as requested:

1) Per jump start (no tow);

2) Per tire change (no tow);

3) To service a "lock-out";

4) To attach snow chains to police vehicles (2 chains per vehicle).

5) To remove snow chains from police vehicles (2 chains per vehicle)

7A. Under 11,000 lbs. \$35.00

7B. Over 11,000 lbs. \$35.00

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 _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201100630

Vendor Name: Extreme Towing & Recovery

By: _____

Name: Fereidoon Samimi
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: Fariborz Samimi
(please print)

Title: VP
(please print)

