

**FIRST AMENDMENT TO THE TOWING SERVICES CONTRACT**

**THIS FIRST AMENDMENT TO THE TOWING SERVICES CONTRACT**, made and entered into on the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **DRAWBAUGH ENTERPRISES, INC. (DBA MIRAGE RECOVERY SERVICES)**, a corporation authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part ("Existing Agreement");

**WITNESSETH:**

**WHEREAS**, the City and Drawbaugh Enterprises entered into a contract with a term starting November 4, 2016 (201630771) (the "Contract"), providing towing services at Denver International Airport ("DEN" or "Airport") in which the Contractor agreed to perform towing services at Denver International Airport;

**WHEREAS**, the City enacted a minimum wage ordinance for work performed at Denver International Airport after the enactment of the Contract and desires to add that language to the Existing Agreement; and

**WHEREAS**, the City also desires to adjust billing rates as a result of the changes to the minimum wage; and

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

1. Section 5 of the Contract is hereby amended with the addition of Paragraph 5.06-  
**"5.06 PAYMENT OF CITY MINIMUM WAGE:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that they are aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."
2. Exhibit A Scope of Work of the Contract is amended with the addition of the attached Exhibit 1-A.
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]**

**EXHIBIT 1- A****Effective 7/1/2020**

<b>PRICING ITEM</b>	<b>Hourly Rate</b>
<b>PRICING ITEM 1:</b> Rate for single, standby, light-duty tow vehicle and operator (up to 24 hours per day, as assigned)	<i>\$49.64</i>
<b>PRICING ITEM 2:</b> Rate for each contingency light-duty vehicle and operator (up to 24 hours per day, as assigned)	<i>\$49.64</i>
<b>PRICING ITEM 3:</b> Rate for single, contingency, medium-duty, 10-ton tow vehicle w/ 6,500 lb. wheel-lift and operator (up to 24 hours per day, as assigned)	<i>\$59.64</i>
<b>PRICING ITEM 4:</b> Rate for each emergency flatbed vehicle and operator (up to 24 hours per day, as assigned)	<i>\$81.64</i>
<b>PRICING ITEM 5:</b> Rate for single, emergency, 30-ton tow vehicle and operator (up to 24 hours per day, as assigned)	<i>\$131.64</i>

**Effective 1/1/2021**

<b>PRICING ITEM</b>	<b>Hourly Rate</b>
<b>PRICING ITEM 1:</b> Rate for single, standby, light-duty tow vehicle and operator (up to 24 hours per day, as assigned)	<i>\$50.54</i>
<b>PRICING ITEM 2:</b> Rate for each contingency light-duty vehicle and operator (up to 24 hours per day, as assigned)	<i>\$50.54</i>

<b>PRICING ITEM 3:</b> Rate for single, contingency, medium-duty, 10-ton tow vehicle w/ 6,500 lb. wheel-lift and operator (up to 24 hours per day, as assigned)	<i>\$60.54</i>
<b>PRICING ITEM 4:</b> Rate for each emergency flatbed vehicle and operator (up to 24 hours per day, as assigned)	<i>\$82.54</i>
<b>PRICING ITEM 5:</b> Rate for single, emergency, 30-ton tow vehicle and operator (up to 24 hours perday, as assigned)	<i>\$132.54</i>

**Effective 7/1/2021**

<b>PRICING ITEM</b>	<b>Hourly Rate</b>
<b>PRICING ITEM 1:</b> Rate for single, standby, light-duty tow vehicle and operator (up to 24 hours per day, as assigned)	<i>\$50.81</i>
<b>PRICING ITEM 2:</b> Rate for each contingency light-duty vehicle and operator (up to 24 hours per day, as assigned)	<i>\$50.81</i>
<b>PRICING ITEM 3:</b> Rate for single, contingency, medium-duty, 10-ton tow vehicle w/ 6,500 lb. wheel-lift and operator (up to 24 hours per day, as assigned)	<i>\$60.81</i>
<b>PRICING ITEM 4:</b> Rate for each emergency flatbed vehicle and operator (up to 24 hours per day, as assigned)	<i>\$82.81</i>
<b>PRICING ITEM 5:</b> Rate for single, emergency, 30-ton tow vehicle and operator (up to 24 hours perday, as assigned)	<i>\$132.81</i>

**Contract Control Number:** PLANE-202056477-01 / Alfresco 201630771-01  
**Contractor Name:** DRAWBAUGH ENTERPRISES, INC.

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:

\_\_\_\_\_

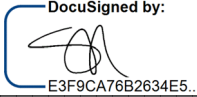
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By:

\_\_\_\_\_

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

PLANE-202056477-01 / Alfresco 201630771-01  
DRAWBAUGH ENTERPRISES, INC.

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

Susan Drawbaugh  
Name: \_\_\_\_\_  
(please print)  
Title: President  
\_\_\_\_\_ (please print)

ATTEST: [if required]

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

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

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