

1 BY AUTHORITY

2 ORDINANCE NO. _____

COUNCIL BILL NO. CB12-0709

3 SERIES OF 2012

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 **For an ordinance approving a proposed Towing Services Agreement between**
7 **the City and County of Denver and Drawbaugh Enterprises, Inc. concerning**
8 **towing services at Denver International Airport.**

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed towing services Agreement between the City and County of Denver
12 and Drawbaugh Enterprises, Inc. in the words and figures contained and set forth in that form of the
13 Agreement available in the office and on the web page of City Council, and to be filed in the office of
14 the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing
15 No. 2012-0803 is hereby approved.

16 COMMITTEE APPROVAL DATE: September 27, 2012.

17 MAYOR-COUNCIL DATE: October 2, 2012.

18 PASSED BY THE COUNCIL _____ 2012

19 _____ - PRESIDENT

20 APPROVED: _____ - MAYOR _____ 2012

21 ATTEST: _____ - CLERK AND RECORDER,
22 EX-OFFICIO CLERK OF THE
23 CITY AND COUNTY OF DENVER

24
25 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2012; _____ 2012

26
27 PREPARED BY: John M. Redmond;  October 11, 2012

28
29 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
32 of the Charter.

33
34 Douglas J. Friednash, City Attorney

35
36 BY: _____, Assistant City Attorney

DATE: October 11, 2012

TOWING SERVICES AGREEMENT

BETWEEN

THE CITY AND COUNTY OF DENVER

AND

DRAWBAUGH ENTERPRISES INC

TOWING SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into as of the date stated on the signature page ("Effective Date"), 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 Service)**, a Corporation authorized to do business in Colorado, ("Contractor"), Party of the Second Part.

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and

WHEREAS, the City desires to obtain towing services ("Towing Services") for DIA; and

WHEREAS, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

WHEREAS, the City has determined that the best interest of the public can be served by executing an Agreement with the Contractor for Towing Services at DIA; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide Towing Services to the City, in accordance with its proposal submitted to the City;

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

SECTION 1 - DEFINITIONS

As used in this Agreement, unless the context requires otherwise:

1.01 AIRPORT; DIA

"Airport" or "DIA" means Denver International Airport.

1.02 CONTRACT ADMINISTRATOR

The City's Manager of Aviation, his or her designee or successor in function (hereinafter referred to as the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his or her authority over the work described herein to the Assistant Deputy Manager of Aviation for Landside Services, hereinafter referred to as

" Assistant Deputy Manager," as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Assistant Deputy Manager's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Public Parking Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Public Parking Manager. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority and the Assistant Deputy Manager may from time to time designate a different individual to act as Public Parking Manager, upon notice to the Contractor.

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

"Contractor employee" or "Contractor personnel" shall include employees and personnel of the Contractor and subcontractors, if any.

1.04 MANAGER

"Manager" means the Manager of Aviation or the Co-Managers of Aviation.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for Standby and Contingency Towing Services at Denver International Airport as described in **Exhibit A**, "Scope of Work." The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services except for the equipment and facilities to be provided by the City under the provisions of this Agreement.

2.02 MANNER OF WORK

This Agreement, Procedures and all Exhibits to this Agreement show the general outlines and details necessary for a comprehensive understanding of the work encompassed by this Agreement. All work under the Agreement shall be performed in all respects in strict compliance with the requirements of the Agreement Documents. All provisions of the Agreement Documents are essential parts of the Agreement, and a requirement occurring in one is binding as though occurring in all.

SECTION 3 - TERM

3.01 TERM

The term of this Contract shall commence at 12:01 a.m. M.S.T. on November 1, 2012, and shall terminate at 12:00 a.m. M.S.T. on October 31, 2015, unless earlier terminated in accordance with the Contract Documents. This contract shall be for a term of three (3) years. It is also a specific

provision of this Contract that the Manager in her discretion (or her designee) may renew and continue the Contract under the same terms and conditions as the original contract for one (1) additional year. In addition, the term of this Contract may be extended in the Manager's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

SECTION 4 – OBLIGATIONS OF CONTRACTOR

4.01 AIRPORT RULES AND REGULATIONS

The Contractor and its officers, employees, guests, invitees, and those doing business with the Contractor shall observe and obey all rules and regulations of the City and County of Denver as may be promulgated from time to time, including the Airport Rules and Regulations and Contingency Plans. The Contractor will not use or permit Airport property or facilities to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter and Ordinances of the City and County of Denver. The Contractor will use the roadways and other areas of DIA in accordance with all City rules and regulations.

4.02 AIRPORT SECURITY

A. The Contractor shall comply with all rules, regulations, written policies and authorized procedures from the City and/or the Federal Aviation Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation.

B. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and suppliers who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. The Contractor shall be responsible for all costs relating to the security check and the preparation of identification badges for each employee, subcontractor and supplier. The Contractor shall be billed by DIA for such costs, which shall not be Reimbursable Expenses. Any person who violates Airport rules and regulations may be subject to revocation of his access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys issued to it for any area of the Airport, whether or not restricted and all badges issued to its employees, subcontractors and suppliers. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may

withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Agreement.

4.03 SOLICITING

No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport.

4.04 GRATUITIES

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

4.05 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

4.06 CITY SMOKING POLICY

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

SECTION 5 – COMPENSATION AND PAYMENT

5.01 INVOICING

Invoicing will be conducted in accordance with the FEE SCHEDULE section of **Exhibit A** Scope of Work.

5.02 TIME OF PAYMENT

The City shall process all invoices for payment received from Contractor on a timely basis in accordance with Section 20-107, et. seq. of the D.R.M.C.

5.03 REIMBURSABLE EXPENSES

The Contractor shall pay all costs and expenses connected with the operations hereunder when due; except as provided elsewhere in this Agreement, no expenses of the Contractor shall be reimbursable hereunder. Any reimbursement of expenses other than as described herein shall require an amendment to this Agreement.

5.04 DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE; LIQUIDATED DAMAGES

If the contractor(s) fails to perform the services within the time specified in his/her Contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the contractor(s) shall pay to the City as a deduction from unpaid billings, and as fixed, agreed and liquidated damages and not as a penalty for each deficiency listed below. The City may terminate this Contract in whole or in part as provided in the "Default" provision. In that event, the contractor(s) shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The contractor(s) shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the contractor(s).

	INCIDENT	LIQUIDATED DAMAGES
1.	For failure to provide standby or contingency towing services, as needed, with hours to be assigned by DIA Parking Administration.	\$300.00 for each occasion service is not provided
2.	For failure to have required emergency vehicles stationed on Peña Blvd. within 60 minutes of request for same by DIA Parking Administration.	\$200.00 per occurrence
3.	For failure to provide sufficient, qualified personnel to operate towing services as specified; for failure to ensure each driver has an appropriate driver's license issued by the State of Colorado relative to the class of vehicle he/she is to operate and the Identification Card described herein.	\$300.00 per occurrence
4.	For failure to maintain vehicles in operating condition as required to adequately and safely perform required services.	\$200.00 per occurrence
5.	For failure to obtain and maintain all licenses, insurances, and permit requirements.	\$100.00 per occurrence
6.	For failure to provide adequate and sufficient equipment, i.e., go-jacks, brooms, shovels, dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles.	\$50.00 for each occasion as deficiency is reported
7.	For failure to record accurate and complete information on tow slips, as required by provisions herein (see Reporting, Section 4.9).	\$25.00 per occurrence

Any instance of an imposition of liquidated damages for non-performance or unacceptable performance or delayed performance, as above, shall be prima facie evidence of a deficiency in

the Contractor's performance and authorized personnel of the Denver Police Department and/or DIA Landside Services/Parking shall document the incidents of non-performance or unacceptable performance or delayed performance on a "Vendor Deficiency/Deviation Report" which shall be forwarded to the DIA Parking Office.

5.05 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of Seven Hundred and Forty Thousand Dollars and No Cents (\$740,000.00). 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, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

SECTION 6 - BOOKS, RECORDS AND ACCOUNTING

A. During the term of this Agreement, upon request of the Contract Administrator, the Contractor shall make available to the Contract Administrator all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office located at DIA.

B. Contractor shall keep true and complete records and accounts. Such records shall be kept in accordance with generally accepted accounting principles which are acceptable to the City Auditor and shall contain detailed information concerning all personnel, hours worked, and expenses incurred. Contractor shall maintain copies of the Contractor's invoicing/billing documents submitted for the services provided pursuant to this Contract.

C. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The Contractor agrees that the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement. Subject to the prior written approval of the City

and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement.

D. In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request. The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

SECTION 7 – INDEMNITY; INSURANCE; BONDS

7.01 INSURANCE

The Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and if appropriate, professional liability. Upon execution of this Agreement, the Contractor shall submit to the City an ACCORD form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

Additionally, the Contractor must maintain On Hook Coverage for physical damage to the vehicle while on hook at no less than \$100,000.00 per occurrence. The City and County of Denver, its officers, officials and employees must be shown as additional insureds. On Hook Coverage is not specified on the City's "Certificate of Insurance" referenced above. Accordingly the Contractor will provide the City with a standard Certificate of Liability Insurance ("ACORD") to document On Hook Insurance coverage. Language in the "Description...Special Items" section of the "ACORD" must indicate the following: "Waiver of subrogation in favor of the City and County of Denver, its officers, officials and employees."

The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall include all subconsultants performing services hereunder as insureds under each required policy or shall furnish a separate certificate for each subconsultant if requested by City. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subconsultant complies with all of the coverage requirements.

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

7.02 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify, and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the Contractor's performance of this Agreement or its occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor's officers, employees, representatives, suppliers, invitees, Contractors and agents; provided, however, that the Contractor's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting from the negligence of the City's officers, agents and employees. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement. 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 and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

7.03 PAYMENT AND PERFORMANCE BOND

A. 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 Fifty Thousand Dollars and No Cents (\$50,000.00) is required of the Contractor to guarantee that it will perform the

work 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 of Aviation. If the Manager of Aviation 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 days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the Manager of Aviation may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to Section 3.01 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the 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 Fifty Thousand Dollars and No Cents (\$50,000.00). 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. Those forms are attached to this Agreement and incorporated herein as **Exhibit D**. 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.

F. The Manager of Aviation, Contract Administrator or the Chief of Police or their authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of these officers or their authorized representative performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have three (3) days from the time to correct any specific instances of unsatisfactory performance, and shall respond in to the Vendor Deficiency/Deviation Report in full with a corrective action plan. In the event the unsatisfactory performance is not corrected within this time, the City shall have the immediate right to complete the work to its satisfaction

and shall deduct the cost to cover same from the Payment and Performance Bond or the Irrevocable Unconditional Letter of Credit held by the City. Three incidences of unsatisfactory performance may result in cancellation of the agreement for default.

SECTION 8 - SUBCONTRACTING

8.01 APPROVAL OF SUBCONTRACTORS

A. All subcontractors which the Contractor expects to perform Work under this Agreement must be accepted in writing by the Manager of Aviation before the subcontractor begins work. The Manager may refuse to accept a subcontractor for reasons which include, but are not limited to, the following:

1. Default on a contract within the last five (5) years.
2. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
3. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
4. Significant or repeated violations of Federal Safety Regulations (OSHA).
5. Failure to have the specific qualifications listed in the Agreement Documents for the work that the subcontractor will perform.
6. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
7. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
8. Conviction within the last five (5) years of the subcontractor or its principal owners or officers of an offense involving fraud or racketeering.

B. The Manager may further reject a subcontractor without stating any reason.

C. Before the Manager accepts any such subcontractor, the Contractor shall submit to the Manager a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do no exist.

8.02 OBLIGATIONS OF CONTRACTOR

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, materialmen, and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Agreement. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the City and its funding agencies under the Agreement Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

B. Require that the Subcontractor be bound to the Contractor by the terms of the Agreement Documents, that its work be performed in accordance with the requirements of the Agreement Documents, and, that with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City.

8.03 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 8, or any other provision of this Agreement, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its acceptance of a subcontractor will create in that subcontractor a right to any subcontract. The City's acceptance of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 9 - AGREEMENT ADMINISTRATION

9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR

A. The day to day administration of this Agreement is vested in the Contract Administrator. The Contract Administrator will decide any and all questions which may arise as to the manner of performance of the work.

B. The Contract Administrator may from time to time issue to the Contractor written procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. The Procedures shall not materially change the specifications or scope of work herein, but shall give guidance to the Contractor's performance of such work which is in accord with then existing conditions. The Contractor shall comply with the Procedures which are in effect at any time. The Contract Administrator may amend or rescind any Procedure by notice in writing to the Contractor.

C. In addition to issuing, amending or rescinding Procedures, the Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S PERFORMANCE

If, in the opinion of the Manager, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor in addition to any liquefied damages as detailed in Section 5.04.

9.03 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager following the procedures outlined in Denver Revised Municipal Code Section 5-17; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.04 AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Sections 1 through 11 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1	Standard Federal Assurances
Appendix No. 3	Nondiscrimination in Airport Employment Opportunities
Exhibit A	Scope of Work and Pricing
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Performance and Payment Bond

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed attachments or (ii) 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:

Appendices No. 1 and 3
Sections 1 through 11 hereof
Exhibit D
Exhibit A
Exhibit C

9.05 LABOR ACTIVITY

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at the Airport which results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of the Contractor's equipment, and the Manager or his authorized representative in his/her sole discretion shall determine the reasonable value of said equipment for purposes of reimbursement to the Contractor.

SECTION 10 – DEFAULT, REMEDIES, TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

The Manager, upon giving a minimum of thirty (30) days written notice may terminate this Agreement, in whole or in part, when it is in the best interest of the City. If this Agreement is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Agreement for services rendered prior to the effective date of termination.

10.02 DEFAULT

The following are events of default under this Agreement:

A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the Agreement;

B. In the opinion of the Manager, the Contractor fails to perform the required work within the time stipulated in the Agreement; or

C. The Contractor is in default under any other contract, purchase order, or agreement with the City.

D. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

E. The Contractor transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

F. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement, and such failure continues for a period of more than 30

days after delivery by the City of a written notice from the Manager of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

G. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

10.03 REMEDIES

A. If Contractor defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

B. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.

C. The City may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.

D. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

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

SECTION 11- MISCELLANEOUS

11.01 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and

all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

11.02 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work 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.

11.03 ASSIGNMENT OF AGREEMENT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written approval of the Manager. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Manager, the Manager may elect to terminate this Agreement. The Manager has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.04 NO THIRD PARTY BENEFICIARIES

This Agreement does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.05 PATENTS AND TRADEMARKS

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Agreement. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Agreement.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or

copyright registered or owned by the City, including the City's DIA registered trademark. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any of the City's trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Agreement.

11.06 MASTER PLAN

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development of expansion of DIA and the Contractor waives any right to claim damages or other consideration arising therefrom.

11.07 STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

11.08 NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

11.09 NOTICES

Notices concerning termination of this Agreement, notices of default, notices of violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to:	Manager of Aviation Airport Office Building, 9 th Floor Denver International Airport 8500 Peña Boulevard Denver, CO 80249
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By City to:	Drawbaugh Enterprises Inc. DBA Mirage Recovery Service 8051 Rosemary St Commerce City CO 80022
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Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

11.10 FEDERAL PROVISIONS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

11.11 ESTIMATED QUANTITIES

The approximate service and personnel needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service and/or personnel utilization will equal the estimate. It is the intent of this Agreement that the City will be supplied with more or less of the services outlined herein according to actual needs.

11.12 EMERGENCY PURCHASES

The City and County of Denver reserves the right to purchase from other sources those services required herein which are required on an emergency basis and cannot be supplied immediately by the contractor(s).

11.13 TIME IS OF THE ESSENCE

In the performance of this Agreement by the Contractor, time is of the essence.

11.14 CONFLICT OF INTEREST

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere or be inconsistent with the services to be furnished by the Contractor under this Agreement.

11.15 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Nothing herein, however, shall

preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

11.16 SEVERABILITY

If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

11.17 ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Agreement.

11.18 PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONTRACTORS) UNDER §8-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90

No Employment of Illegal Aliens to Perform Work Under the Agreement.

(a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Contractor is liable for any violations as provided in said statute and 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 subcontractor or subconsultant 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 the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant 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 Den. Rev. Mun. Code 20-90.3.

11.19 COLORADO OPEN RECORDS ACT

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Contractor under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City. The Contractor agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information, which the Contractor asserts, is confidential and exempt from disclosure.

In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt

reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.20 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.

11.21 CITY EXECUTION OF AGREEMENT

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is approved by the City Council and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

09/12/2012 02:54

#496 P.002/002

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at Denver, Colorado as of the date indicated on the City signature page.

Contract Control Number:

Vendor Name:

DRAWBAUGH ENTERPRISES INC, NBA Mirage Recovery Servi

By: [Signature]

Name: SUSAN DRAWBAUGH
(please print)

Title: _____
(please print)

ATTEST: (If required)

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201207679-00

Contractor Name: MIRAGE RECOVERY SERVICE

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

EXHIBIT A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 SCOPE OF SERVICES:

This Agreement is for standby and contingency towing services, as needed, at Denver International Airport, and for emergency towing services, as needed, along Pena Boulevard.

A.2 REQUIRED SERVICES:

1) Standby Services: Contractor shall provide one (1) standby, light-duty tow vehicle and qualified driver on-site at DIA twenty-four (24) hours per day, seven (7) days per week, though hours may be subject to adjustment by DIA Parking Administration.

2) Contingency Services: Contractor shall provide additional, light-duty tow vehicles and qualified drivers, if required, on-site at DIA, with hours assigned at the discretion of DIA Parking Administration in the event of intensified airport security levels, construction-related needs or as otherwise ordered.

- If a substantial number of vehicles require towing, additional Contractor tow vehicles and qualified drivers may be requested for service, with hours assigned by DIA Parking Administration. The need for a second tow vehicle and qualified driver or for additional tow vehicles and qualified drivers is on a contingency basis, and may require towing services sporadically, for short periods or up to twenty-four (24) hours per day.
- Contractor shall also provide, as required, a medium-duty 10-ton tow truck equipped with a 6,500 lb. wheel-lift and which can accommodate and clear height restrictions of 8' in order to safely and efficiently tow shuttle buses, very large SUVs, oversized pick-up trucks or similar vehicles located within DIA parking structures.

3) Emergency Services: Contractor shall, at the direction of DIA Parking Administration, provide emergency towing services for Pena Blvd. (e.g., resulting from weather conditions, security or civil emergencies, etc.). When required to provide emergency towing services, Contractor shall be required to station up to six (6) tow vehicles (flatbeds) and one 30-ton tandem-axle tow unit along Pena Blvd. with hours assigned by DIA Parking Administration.

4) Contractor shall provide services that include, but are not limited to, tows (e.g. accidents, relocations, abandoned vehicles, etc.) and services (e.g. tire inflations, tire changes, jumpstarts, lockouts, etc.) at the request of the Denver Police Department and/or DIA Parking Administration.

5) Contractor shall clean up debris at accident sites where Contractor provides tows (all prices entered shall include the sweeping, cleaning and removal of debris and spilled fluids caused by accidents prior to the tow operator's departure from the accident scene).

6) Contractor tow vehicles shall be positioned on-site at DIA at the discretion and direction of DIA Parking Administration.

- At no time while servicing this Agreement shall Contractor tow operator(s) stationed at DIA be engaged in any additional or alternate tow operations other than as directed by the Denver Police Department and/or DIA Parking Administration.

7) Contractor shall tow to the designated airport impound facility or to the 5160 York Street, Denver Sheriff Vehicle Impound Facility or as directed by the Denver Police Department and/or authorized DIA personnel.

- o Reasons include, but may not be limited to: vehicles parked illegally, vehicles left unattended in the "curbside" levels of terminal, vehicles exceeding the time limit in abbreviated parking time zones, abandoned vehicles, tows for safety considerations, construction relocations, etc.

8) Contractor standby and contingency tow operators shall be required to sign in and out per each assigned shift at the Parking Permit Sales Office, Terminal Level 6, NW side of terminal.

9) Contractor shall immediately acknowledge requests for emergency services, AND have requested vehicles stationed appropriately on Pena Blvd. within sixty (60) minutes from time of request by DIA Parking Administration.

- o When possible, Contractor will be advised in advance if emergency services will be anticipated for Pena Blvd. (e.g., when a weather bulletin is issued regarding the likelihood of a severe snowstorm on a specific date), and a specific time for tow trucks to be in place will be indicated.
- o If emergency services are requested, one employee of the Contractor shall be required to obtain radios and sign in/sign out all drivers on sheet provided at the Parking Contractor's Office, Level 1, West. (NOTE: Radios are to be returned to Parking Contractor's Office upon completion of emergency services. Contractor shall be liable for cost of replacement of lost or broken radio units while in their possession.)

10) Contractor shall complete a tow receipt for each tow or service, including during emergency services.

11) In the event that a motor vehicle accident or mishap occurs near airport toll booths or in any area adjacent to DIA that poses an immediate safety hazard or otherwise impedes traffic flow, Contractor may be requested to tow vehicle or vehicles involved.

Contractor is advised that hours for standby and contingency vehicles, the 10-ton unit, and emergency vehicles for Pena Blvd. are assigned at the discretion of DIA Parking Administration. While DIA Parking Administration endeavors to anticipate needs and to communicate this information, the Contractor should be aware that assigned hours may vary widely from several hours per day per unit up to twenty-four (24) hours per day per unit.

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 Agreement 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 Proposal for the services required. If a new Proposal is, therefore, necessary at any time during the course of this Agreement, the Contractor shall be given no less than sixty (60) days notice that a new Proposal is required.

A.3 RESPONSE:

Contractor tow driver(s) on standby, contingency or emergency duty at DIA shall respond immediately to orders from DIA dispatcher(s). If the tow driver is occupied with a tow or other service, he/she shall communicate this information to the dispatcher, and provide the dispatcher with an estimated time of response to the pending tow or service request.

A.4 OPERATIONAL REQUIREMENTS:

Contractor is to be in compliance with the following requirements:

- a. Contractor shall be in operation twenty-four (24) hours per day, seven 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. Contractor shall ensure that tow drivers respond immediately to radio calls. Tow drivers shall inform DIA personnel of their whereabouts and operations, as requested, and are to notify the Dispatch Office if they are going "off-line" to fuel.
- c. 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.
- d. Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required towing services at Denver International Airport.
- e. Contractor shall carry in each truck, at all times, vehicle registration documents and proof of all required insurances.
- f. Contractor shall carry in each truck, at all times, sufficient clean-up equipment and supplies (e.g. broom, shovel, 5-gallon bucket of floor dry, fire extinguisher, etc.) necessary to remove debris and spills from accident sites.
- g. Contractor shall obey all lawful orders given by any law enforcement officer from the Airport Security Office, Transportation Security Administration and by authorized DIA Parking Administration personnel.
- h. Contractor shall be responsible for the contents of the vehicle while unit is in the Contractor's possession (e.g., tools, spare tires, personal items, electronics and other items of intrinsic value).
- i. Contractor shall ensure that tow drivers do not examine or unnecessarily disturb the contents (property, valuables, documents, etc.), of any serviced vehicles or allow any unauthorized persons into serviced vehicles unless directed to do so and accompanied by authorized DIA personnel.
- j. 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.

- k. 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.
- l. 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.
- m. Contractor shall not perform any additional services unrelated to the requirements of this Agreement and for which payment is expected without specific approval of the airport police or DIA Parking Administration.

A.5 SPECIFIC EXCLUSIONS:

- a. Services to be provided under this Agreement are limited to Denver International Airport and emergency towing services on Pena Blvd.
- b. Tows and services are requested solely by the Denver Police Department and DIA Parking Administration, and involve privately-owned vehicles being towed to a designated storage area on-site at DIA, the Denver Sheriff Vehicle Impound Facility (5160 York St.) or as directed, only.
- c. This DIA standby/contingency/emergency towing service Agreement is separate from the "City Towing Services" and "On-Call Towing Services" Agreements.
- d. This DIA standby/contingency/emergency towing service Agreement is not applicable to City-owned vehicles.
- e. This DIA standby/contingency towing service Agreement is not applicable to vehicular accidents at areas adjacent to DIA or accidents on Pena Blvd. that are unrelated to events involving "emergency towing services" specifically ordered for Pena Blvd., unless otherwise directed by authorized DIA personnel.

A.6 EQUIPMENT LIST:

Contractor shall have the capability to provide a minimum of four (4) light-duty tow trucks (equipped with go-jacks) which can accommodate tows in DIA parking garages with height restrictions of 8'; six (6) flatbed tow trucks with wheel-lifts; one (1) tandem-axle tow truck with a manufacturer rating of 30 tons and one (1) medium-duty 10-ton tow truck equipped with a 6,500 lb. wheel-lift and a push bumper installed on the front which can accommodate and clear height restrictions of 8'.

Each tow truck 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 tow truck 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 4 CCR 723-6 of the PUC Rules, Regulations, and Civil Penalties Governing Towing Carriers by Motor Vehicle relating to required equipment and accessories for tow vehicles.

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.

A.7 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 Agreement 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 Agreement 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.

A.8 PERSONNEL:

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

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

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.

Tow vehicle drivers are to be clean, neat and professional in appearance, wear a name tag, wear a company uniform shirt with logo (when possible) and communicate courteously with the public and DIA personnel.

A.9 DIA SECURITY PROVISIONS:

A.9.a AIRPORT RULES AND REGULATIONS:

The Contractor and its officers, employees, guests, invitees, and those doing business with the Contractor shall observe and obey all rules and regulations of the City and County of Denver as

may be promulgated from time to time, including the Airport Rules and Regulations and Contingency Plans. The Contractor will not use or permit Airport property or facilities to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter and Ordinances of the City and County of Denver. The Contractor will use the roadways and other areas of DIA in accordance with all City rules and regulations.

A.9.b AIRPORT SECURITY:

- A. The Contractor shall comply with all rules, regulations, written policies and authorized procedures from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport Security Program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation.
- B. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and suppliers who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. The Contractor shall be responsible for all costs relating to the security check and the preparation of identification badges for each employee, subcontractor and supplier. The Contractor shall be billed by DIA for such costs, which shall not be Reimbursable Expenses. Any person who violates Airport rules and regulations may be subject to revocation of his access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.
- C. The Contractor shall return to the City at the expiration or termination of the Agreement, or upon demand by the City, all access keys issued to it for any area of the Airport, whether or not restricted and all badges issued to its employees, subcontractors and suppliers. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under the Agreement.

A.10 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 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 or services provided per this Agreement.
- 3. Incidents of overcharging as may be determined by authorized City personnel.
- 4. Failure to provide a sufficient number of tow vehicles to service this Agreement.
- 5. 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.

6. Failure to provide sufficient, qualified personnel to operate towing services as required.
7. Failure to sweep and clear tow site of debris, as required.
8. Failure to maintain each tow vehicle in operating condition.
9. Failure to comply with all rules, regulations, written policies and authorized procedures from the City and/or the Transportation Security Administration with respect to Airport security

A.11 VENDOR DEFICIENCY REPORT:

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

A.12 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

A.13 FEE SCHEDULE INFORMATION:

All fees shall include towing, personnel and equipment costs, and all related services as required in the Agreement.

Fee schedule below shall, during the term of the Agreement, be the maximum amount the Contractor shall charge. All costs to the Contractor shall be included in the fee schedule below. The Contractor shall not request and the City shall not provide additional remuneration other than that set out below as Fee Schedule Items.

A.14 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.

A.15 ACCEPTANCE AND BILLING

The Contractor must complete a tow slip for every tow (e.g. accident, relocation, abandoned vehicle, emergency, etc.) and every service (e.g. tire inflation, tire change, jumpstart, lockout, etc.) performed.

All tow slips must include the following information:

- 1) Name of requestor (DIA Parking, Police Officer, TSA, etc.)
- 2) Specific tow or service performed
- 3) Complete vehicle description (i.e., year, make, model, license plate and VIN).
- 4) Date, time and location of tow or service.
- 5) Address/facility destination of vehicle towed.
- 6) Describe any observed damage to vehicle prior to tow or service

Contractor shall submit tow slips and invoices to DIA Parking Administration on a bi-weekly basis.

- Tow slips **MUST** accompany all invoices.

Invoices shall state, per invoiced period:

1. **Standby Hours:** Number of hours for standby light-duty tow vehicle and operator.
2. **Contingency Hours:** Number of hours for light-duty tow vehicle and operator.
3. **Contingency Hours:** Number of hours for medium-duty, 10-ton tow vehicle with 6,500 lb. wheel lift and operator.
4. **Emergency Hours:** Number of hours for emergency flatbed vehicle and operator.
5. **Emergency Hours:** Number of hours for 30-ton tow vehicle and operator.

Contractor shall also submit a monthly report that includes the type and quantity of each tow and service performed. (An electronic version of the form will be provided to the Contractor)

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

A.16 PRICING:

All fees shall be firm and fixed for the specified contract period.

A.17 FEE SCHEDULE:

FEE SCHEDULE ITEM	HOURLY RATE
ITEM NO. 1: Rate for single, standby, light-duty tow vehicle and operator (up to 24 hours per day, as assigned)	\$32.00/Hr.
ITEM NO. 2: Rate for each contingency light-duty vehicle and operator (up to 24 hours per day, as assigned)	\$32.00/Hr.
ITEM NO. 3: 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)	\$32.00/Hr.
ITEM NO. 4: Rate for each emergency flatbed vehicle and operator (up to 24 hours per day, as assigned to Pena Blvd)	\$38.00/Hr.
ITEM NO. 5: Rate for single, emergency, 30-ton tow vehicle and operator (up to 24 hours per day, as assigned to Pena Blvd)	\$43.00/Hr.

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

☒ Original COI

☐ Advice of Renewal

☐ Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201207679 - Towing Services DIA

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$1,000
Products-Completed Operations Aggregate Limit:	\$1,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands):

Combined Single Limit : \$1,000, Garage Keepers Legal Liability: \$500, On the Hook Coverage:\$100

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Each Occurrence and aggregate

\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an **A -VI** rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Drawbaugh Enterprises Inc. dba Mirage Recovery Service, a corporation organized under the laws of the State of New Hampshire, hereinafter referred to as the "Contractor" and Washington International Insurance Company, a corporation organized under the laws of the State of Colorado, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Fifty Thousand & No/100 Dollars (\$50,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. 201207679, Towing Services Agreement, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

The term of this bond is September 6, 2012 to September 6, 2015. This Bond may be renewed for an additional period with the issuance of a continuation certificate. However, regardless of the number of years this Bond shall remain in effect, the liability of the Surety hereunder shall not be cumulative and in no event exceed the penal sum stated in this Bond.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

Bond #9152197

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 6th day of September, 2012.

Drawbaugh Enterprises Inc dba
Mirage Recovery Service

CONTRACTOR

By: 

President

Washington International Insurance Company

SURETY

By: 

Attorney-in-Fact, Reida C. Robinson

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: 

MAYOR

By: 

Manager of Aviation

APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH, Attorney for the
City and County of Denver

By: 

Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Drawbaugh Enterprises Inc. dba Mirage Recovery Service, a corporation organized under the laws of the State of New Hampshire, hereinafter referred to as the "Contractor" and Washington International Insurance Company, a corporation organized under the laws of the State of Colorado, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Fifty Thousand & No/100 Dollars (\$50,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 201207679, Towing Services Agreement, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

[END OF PAGE]

Bond #9152197

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 6th day of September, 2012.

Drawbaugh Enterprises Inc dba
Recovery Service

CONTRACTOR

By: 

President

Washington International Insurance Company

SURETY

By: 

Attorney-in-Fact, Reida C. Robinson

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: 

MAYOR

By: 

Manager of Aviation

APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH, Attorney for the
City and County of Denver

By: 

Assistant City Attorney

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CORBAN M. ENNS, BEULAH HADLEY-VOTH,

REIDA C. ROBINSON and HEATHER FREEMAN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven F. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of July, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 1st day of July, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of September, 2012.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company