

TOWING CONTRACT

1) **PURPOSE:** An agreement is needed to provide for the removal, towing and/or storage of vehicles which are designated by the city as *junked, unclaimed, damaged, abandoned, stolen, illegally parked, a roadway hazard, rendered inoperative* as a result of a motor vehicle crash, injury to the operator, arrest of the operator, impounded as evidence or contraband or any other item(s) that are not removable by normal means by Law Enforcement Officers.

2) **AMENDMENT:** A bidder may offer an alternative to any specific item listed in these specifications, or offer a complete alternate proposal, conditioned upon that any proposed alternative or substitution meets or exceeds the conditions set forth in these specifications.

3) **DURATION:** ~~The agreement will be for a term of three (3) years with option for two (2) one-year renewals as approved by the Avon City Council, subject only to the terms and conditions herein contained and as provided by law.~~ The agreement will be for a term of two (2) years beginning 10/14/17 thru 10/14/19.

4) **SERVICE:** The services to be provided to the City of Avon and to the public by the contractor, shall be available twenty-four (24) hours a day each day of the year, to every area of the City, to every person without discrimination as to person(s) or area served.

5) **WRECKER UNITS AVAILABLE:** There shall at all times be available for service to Avon by Contractor no less than two (2) standard wrecker units and (1) flat bed wrecker.

6) **TOWING AND STORAGE FACILITIES:** Each standard wrecker unit and all equipment shall be maintained in safe and good order and condition, available for service, and shall meet all the following minimum requirements:

- a) Be not less than one-ton in size and be equipped with booster brakes;
- b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, or not less than eight thousand pounds, single line capacity;
- c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lock out equipment;
- d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline; and
- e) Be equipped with a two-way business type radio allocated to wrecker service operators.

There shall also be available at all times for service within Avon, either by direct ownership or through a subcontractor approved by Avon, at least one (1) heavy-duty wrecker unit. Each heavy-duty wrecker unit and all equipment shall be maintained in safe and good order condition and shall meet all the following minimum requirements:

- a) Be not less than 2 ½ tons in size and be equipped with booster brakes;
- b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, of a minimum of thirty (30) tons;
- c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lockout equipment;
- d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline;
- e) Be equipped with a two-way business type radio allocated to wrecker service operators.

7) **TOWING AND STORAGE FACILITIES:** Contractor shall maintain a vehicle storage facility ("facility") within a 5-mile radius of the city limits of the City of Avon, Ohio. Said facility shall be constructed, maintained and operated under the following terms and conditions:

- a) The entire area of said facility shall be enclosed with a six-foot solid wall or uniformly painted board fence or other enclosure approved by Avon.
- b) Access to said facility should be maintained by a locking automatic gate or other gate capable of being locked with a heavy-duty type lock;
- c) Said facility shall remain under lock and security at all times when not attended by the Contractor's employee(s);
- d) Said facility shall be accessible for release of vehicle(s) or personal belongings impounded by Avon each day for the year from 8:00AM to 4:00PM;
- e) Said facility shall contain sufficient space for at least fifty (50) vehicles;
- f) All vehicles at said facility shall be stored in rows no more than four (4) vehicles deep with drive aisles at least twenty-five (25) feet wide on each side of the four (4) deep rows;
- g) No vehicle, whether or not ordered into storage by Avon, shall be stored or remain at said facility more than sixty (60) days, except with the express written consent of Avon;
- h) Any and all fuel, oil, or other liquid shall be pumped out of any vehicles that are severely leaking and said vehicles shall be placed on a concrete pad until fluids are removed.

NOTE: The towing and storage facilities do not need to be in the same location.

8) **RESPONSE TIME:** Contractor shall promptly respond to all calls within the City of Avon and be at the called scene within twenty (20) minutes of the time contractor is called, except for heavy-duty wreckers which shall be at the called scene within thirty (30) minutes of the time contractor is called.

9) **TOWING/STORAGE RATES:** The maximum fees to be charged to the public for emergency wrecker service under the agreement shall be as follows, to wit:

- ⌘ Normal police requested response and tow of a passenger type vehicle \$ 115.00
- ⌘ Normal police requested response and tow of a commercial vehicle-1-ton straight truck \$ 120.00 Empty
\$ 125.00 Loaded
\$ 140.00
\$ Dunlap's Garage
\$ Dunlap's Garage
- 1 ½ ton and up straight truck
- Tractor (semi-type)
- Tractor-Trailer Unit
- ⌘ Normal police requested response and tow of a motorcycle, moped, motorbike, snowmobile or other such type vehicle:

Motorcycle/Motorbike

\$ 140.00

Moped or Mini-bike

\$ 140.00

Snowmobile or other similar type vehicle

\$ 140.00

⚡ Labor charges for any additional work:

Unlock a vehicle at scene of tow

\$ 10.00

Change a tire at scene of tow

\$ Flatbed Tow

Pull fender/bumper away from vehicle

\$ 10.00

Disconnect transmission linkage

\$ 10.00

Remove drive shaft (car)

\$ Flatbed Tow

Remove drive shaft (truck)

\$ 25.00

Remove axle (truck)

\$ 25.00

Hook up auxiliary lights (car)

\$ 0

Hook up auxiliary lights (truck)

\$ 0

Use of dollies or flat bed

\$ 25.00

Provide two (2) gallons of unleaded gasoline

\$ Price of Gas.

⚡ Storage Facility Charges (cars):

1st fifteen (15) days (per day)

\$ 20.00

2nd fifteen (15) days (per day)

\$ 20.00

More than thirty (30) days (per day)

\$ 20.00

⚡ Storage Facility Charges (trucks):

Straight trucks (per day)

\$ 20.00

Semi-tractor trailer units (per day)

\$ Dunlap's Garage

⚡ Fees for response to scene where the tow is not executed as determined by Avon personnel:

If not hooked up

\$ 0.00

If hooked up

\$ 74.00

NOTE: Fees to be included in the charges to the public for normal police requested response is the clean up of the scene unless otherwise agreed to in writing by Avon.

Items to be provided at **NO COST** to Avon:

- a) Response to the scene to clean any debris from the accident when no tow is required.
- b) Response to and/or tow Avon vehicle(s) from any location.

NOTE: The rates stated above for any and all responses and tows are hereunder shall include all costs and expenses in connection therewith, and labor recovery fees shall NOT be charged.

10) INSURANCE: Contractor agrees that upon execution of this agreement with Avon that contractor shall submit to Avon a **certificate(s) of insurance** indicating that Avon is named as an additional insurance on the policies evidenced by the certificate, and providing that a written notice of non-renewal, cancellation or material changes in liability limits will be given to Avon no less than thirty (30) days prior to any such action. The certificate shall evidence such insurance, as is hereinafter more specifically provided, to protect contractor from claims for damages for bodily injury, including wrongful death, and for damage to property, including property in the care, custody and control of contractor, for any incident arising from or connected with contractor, its employees, agents or representatives, in performance of this agreement.

The general liability, automotive liability or umbrella/excess liability policies shall not contain a provision, which eliminates coverage for damages arising out of, or caused by the negligence of the additional insured.

The types and minimum limits of insurance carried by contractor with an insurer or insurer(s) authorized to do business in the State of Ohio shall be according to the following schedule:

TYPE OF INSURANCE:

MINIMUM LIABILITY LIMITS:

General Liability & Garage Liability \$1,000,000.00

Including: Premises/Operations
Products/Completed Operations
Contractual
Independent Contractors
Personal Injury

Rigging

\$ 50,000.00

Cargo

\$ 100,000.00

Garage Keepers

\$ 200,000.00

Automobile Liability

\$1,000,000.00 combined

Including:

Bodily injury

Property damage

Any Auto

All owned autos (private passenger)

All owned auto (other than private passenger)

Hire autos

Non-owned autos

Umbrella Form (Excess Liability)

\$1,000,000.00

The contractor shall furnish to Avon a current certification of premium payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

11) DISPOSITION OF VEHICLE(S) IN STORAGE FACILITY: Contractor shall not dispose of any vehicle, impounded, or stored pursuant to the agreement without the written authorization of Avon. Upon said written authorization, disposition of vehicles towed, impounded or stored, pursuant to said agreement shall be as follows:

a) VEHICLE(S) RELEASED TO OWNER OR OTHER AUTHORIZED AGENT(S):

Vehicle(s) towed, impounded or stored pursuant to the agreement shall be released to the owners or any other authorized agent upon written notification to contractor to release same. Vehicle(s) being released shall be released in the same condition the vehicle was in at the time of tow, impounded or storage. All tow and storage fees shall be the responsibility of the owner or authorized agent, subject to the Section 13-Waiver of Fees conditions of the agreement.

b) VEHICLE(S) DISPOSED OF AS THE RESULT OF AN UNCLAIMED VEHICLE AFFIDAVIT UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an unclaimed vehicle affidavit, shall upon written notice by Avon, be delivered to the locations as specified by Avon. Vehicle(s) shall be delivered in the same conditions the vehicles(s) were in at the time of tow, impound or storage. Any and all monies arising from disposal of unclaimed vehicles less towing and storage fees as allowed hereunder shall be paid to Avon and deposited with the Finance Director for the City of Avon.

c) VEHICLE(S) DISPOSED OF AS A RESULT OF AN ABANDONED JUNK VEHICLE AFFIDAVIT BEING FILED UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an abandoned junk vehicle affidavit, shall upon written notice by Avon, be delivered to a State of Ohio licensed salvage dealer determined by Avon. Vehicle(s) shall be delivered in the same conditions the vehicle(s) was in at the time of tow, impounded or storage. Any and all monies arising from disposal of abandoned junk motor vehicle(s) shall be paid to Avon and deposited with the Finance Director for the City of Avon.

d) Contractor may submit to Avon an invoice for the towing and storage fees for unclaimed or abandoned junk vehicle(s) as described in Section 9-Towing and Storage Rates and subject to Section 13-Waiver of Fees. If the vehicle(s) is an unclaimed vehicle, said invoice shall not exceed

- e) the value of such unclaimed vehicle(s) as determined at the time of actual disposal by Avon. If vehicle is an abandoned junk vehicle(s) said invoice shall not exceed the contracted salvage value of the vehicle(s).

12) AVON'S LIABILITY: Avon shall not be liable to contractor for any charges of fees which may result, to wit:

- a) Wherein the owner of a vehicle is the victim of a crime or the owner of a stolen recovered vehicle.
- b) Wherein the vehicle was impounded by Avon in error.
- c) Wherein the vehicle was forfeited by seizure actions and turned over to the City of Avon.

13) WAIVER OF FEES: Contractor shall waive any and all towing or storage fees charged or assessed, upon written request by the City of Avon. Said waiver request form shall be in writing and shall state the reason(s) for the waiver of fees.

14) WRECKER UNIT IDENTIFICATION: Each wrecker unit shall maintain and display contractor name, telephone number or permit designation as prescribed by the City of Avon, and said identification shall be conspicuously displayed.

15) INSPECTION OF WRECKER UNITS/STORAGE FACILITY: Avon shall have the authorization at any time, without notice, to make inspection of the wrecker units and/or the storage facility and any records pertain to tows originated by the City of Avon. This inspection shall be recorded and copies provided to contractor, the Safety Director's office and the Chief of Police. If discrepancies are found, a time limit will be given to correct any problem(s) found and provide for re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Service Director for any possible remedy or action.

16) WRECKER OPERATORS: The towing/storage operators shall be licensed by the State of Ohio and in good standing (valid Ohio Operator's license) and shall be properly insured.

17) ASSIGNMENT OF AGREEMENT: Contractor shall not assign this agreement, or any part thereof, without first securing the written consent of Avon. Contractor shall not employ additional equipment or garage services from another garage on a temporary basis unless such equipment or garage has been approved by the City of Avon. In the event of such temporary employment, contractor shall be responsible for and warrant the work and actions of such garage while it is performing services in Avon under this agreement and all the terms set forth in this agreement shall apply to any

services or equipment so temporarily employed. Before the vehicles of a temporary employed garage will be permitted to perform services under the agreement, contractor shall furnish proof to Avon that the insurance coverage required herein has been secured for such garage furnishing the temporary services. This section does not apply in the event of a true emergency.

19) SUBCONTRACTING: Contractor shall not subcontract any work without prior written approval from Avon.

20) REGULATIONS: Contractor shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and shall hold Avon harmless there from.

21) SAFETY ISSUES: It is the intention of this section that safety not be sacrificed for job completion, but should be an integral part of the planning process. Contractor will be solely responsible for the safety and health of their employees and for the protection of property and the general public, complying with all O.S.H.A., federal, state, county, and local safety and health laws, regulations and specifications. Contractor will cooperate fully with City of Avon personnel and the Avon Police Department. Contractor will ensure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.

All employees of the contractor while on any job will wear proper clean clothing. This will include a traffic visible color for the shirt such as orange, yellow or the approved color. A reflective vest or jacket with reflective stripes will be worn at night. No shorts, athletic shoes or other inappropriate clothing will be worn. All shirts and jackets will have the name of the contractor professionally silk-screened or embroidered on it.

22) CONTACT INFORMATION: Any questions pertaining to these bid specifications shall be made to the following persons:

Technical Questions: Sergeant Bryan Rado 440-934-7972
Bid/Administrative: Rose Seighman 440-937-7805

DATE _____ By: _____ HALL'S TOWING, INC.

Title: _____

DATE _____ By: _____ BRYAN K. JENSEN - CITY OF AVON

Title: _____ Mayor

DOCUMENTS/FORMS



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LC

DATE (MM/DD/YYYY)

09/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hovey Kaiser Insurance Associa P.O. Box 809 Elyria, OH 44036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HALLS-2	INSURER(S) AFFORDING COVERAGE INSURER A: Motorists Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 14621
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INSURED
Hall's Towing Inc.
6451 Avon Belden Road
North Ridgeville, OH 44039

COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		33.276789-00	10/18/2013	10/18/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY						
	ANY AUTO					
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	HIRED AUTOS					
	NON-OWNED AUTOS					
A	☒ Garage Liability		33.276789-00	10/18/2013	10/18/2014	Garage Ops \$ 1m/1m/3m
	UMBRELLA LIAB					
	EXCESS LIAB					
	DEDUCTIBLE					
	RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	33.276789-00	10/18/2013	10/18/2014	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers		33.276789-00	10/18/2013	10/18/2014	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AVONCIT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Avon Police Department
36145 Detroit Road
Avon, OH 44011

AUTHORIZED REPRESENTATIVE

David A. Comerford

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: LC

DATE (MM/DD/YYYY)

09/18/2014

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PRODUCER Hovey Kaiser Insurance Associa P.O. Box 809 Elyria, OH 44036	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE INSURER A: Motorists Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIG # 14621
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INSURED
Hall's Towing Inc.
6451 Avon Belden Road
North Ridgeville, OH 44039

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		33.276789-00	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
AUTOMOBILE LIABILITY						
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	NON-OWNED AUTOS					Garage Ops \$ 1m/1m/3m
A	☒ Garage Liability		33.276789-00	10/18/2014	10/18/2015	EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB					
	EXCESS LIAB					
	DEDUCTIBLE					
	RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	33.276789-00	10/18/2014	10/18/2015	EMPLOYERS LIABILITY E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Garagekeepers		33.276789-00	10/18/2014	10/18/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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City of Avon Police Department
36145 Detroit Road
Avon, OH 44011

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AUTHORIZED REPRESENTATIVE

Don A. Comerford
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ACORD 25 (2009/09)

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