

## CONTRACT and AGREEMENT to PROVIDE TOWING SERVICES

This Contract is entered into this \_\_\_\_ of July, 2012, between the City of Missoula Police Department (Missoula PD) and Pro Towing, an independent contractor (contractor), for Missoula PD requested towing and recovery services for police abandoned vehicle program purposes.

**CONTRACT TERM:** Three years starting July 1, 2012 continuing through June 30, 2015.

**CONTRACT TERMINATION:** This contract may be terminated by either party by giving sixty (60) days notice in writing to the other party expressing intent to terminate the contract. If either party terminates this contract under this provision, the City shall be allowed a reasonable time, not more than an additional thirty (30) days, to remove or dispose of any vehicle in possession of the contractor.

**VENDOR:**

**Pro Towing Service**

**1922 So 3<sup>rd</sup> West**

Missoula, MT 59801

Representative: Owner/Robert Hilliard

Phone: 406-327-1122

**PRICING INFORMATION:**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NET UNIT BID PRICE</b>
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|-----------|----------------------------------|---------------|
| <b>1.</b> | Local area towing                | \$ 25.00      |
| <b>2.</b> | Local flatbed towing             | \$ 35.00      |
| <b>3.</b> | Semi-tractor or other large unit | \$ 65.00      |
| <b>4.</b> | Winch rate                       | \$ 40.00/hour |
| <b>5.</b> | Gone-on-Arrival (GOA)            | \$ 12.50      |

If the Tow Company responds within the 72-hour response time and finds the vehicle "gone on arrival" (GOA) the fee for the response will be the GOA fee. If Tow Company responds after the 72 hours and finds the vehicle GOA, no fee will be assessed to the City of Missoula. The 72 hours will begin @ 0800hrs the next business day, Monday through Friday, after receiving the faxed tow request.

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| <b>6.</b> | Storage rate per month<br>(minimum of 80 vehicles, with a minimum of 36 inches of free space to move between the vehicles) | \$ 400.00 |
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| <b>7.</b> | Cancellation charges | None Allowed |
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There will be no cancellation fee for cancellations made prior to Tow Company arrival at designated call site

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| <b>8.</b> | Snow/Debris Removal | \$ 12.50 |
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9. No additional fees may be charged

## **SPECIFICATIONS**

### **1. Scope of Services:**

This contract applies to all requests made by authorized Missoula Police Department (Missoula PD) Abandoned Vehicle Specialist involving City of Missoula abandoned vehicles.

### **2. Service Requirements:**

#### **2.1 Hours of Service:**

At the request of the Abandoned Vehicle Specialist within 72 hours of being received by Contractor.

#### **2.2 Towing Instructions:**

Contractor shall tow vehicles to their destination only under the authorization of authorized Missoula PD personnel.

#### **2.3 Facility Requirements:**

Secure fenced storage facility required to facilitate police sale of at least 80 vehicles, with a minimum of 36 inches of free space to move between the vehicles, and auction vehicles segregated from other towed vehicles by sale time.

#### **2.4 Response Time:**

Vehicles are to be towed within 72 hours of request by the Abandoned Vehicle Specialist. After 72-hour request and the vehicle is gone/moved on arrival, **NO** fee will be assessed. Paperwork is to be completed and faxed to the Abandoned Vehicle Specialist by the end of the next business day after tow/GOA.

No fee will be assessed if the Tow Truck driver makes the decision to not tow a vehicle which is still at the location and appears to be unmoved.

### **3. Personnel:**

#### **3.1 Drivers:**

Contractor shall have in its employ, or under its control, sufficient licensed, qualified and competent personnel to perform towing services at the levels specified.

#### **3.2 Performance:**

Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. The Missoula PD reserves the right to require the Contractor to reassign any employee the Missoula PD deems incompetent, careless, insubordinate, or otherwise objectionable to work with under the contract. Contractor's employees must follow Missoula PD Policies and Procedures and guidelines while performing work under the contract.

### **4. Business Operating Permits and Licenses:**

- 4.1** Contractor must adhere to and follow all laws, rules and regulations of the State of Montana in regard to the operation of their towing business, operation of motor vehicles and employment of personnel.
- 4.2** Contractor must also adhere to all City of Missoula ordinances, including but not limited to those concerning the operation of motor vehicles and business licensing requirements, as set forth in Missoula's Municipal Code.
- 4.3** Contractor is required to have and hold permits as required by the State of Montana and, if required, the City of Missoula for the removal of vehicles as required for law enforcement purposes.
- 4.4** Contractor MUST provide within seven (7) days of a request, copies of current permits issued by the Montana Department of Transportation to operate towing vehicles. Contractor must also submit a copy of any current permits for towing or storage of vehicles, if required, issued by the City of Missoula.

**5 Vehicle Damages:**

Contractor is responsible and liable for any and all contents of the vehicle upon taking possession of the vehicle. Resolution of any dispute is a matter entirely between the Contractor and the vehicle owner(s). Contractor agrees to indemnify and hold the City of Missoula and its Police Department harmless for any items allegedly missing or damage to vehicles caused by the towing and/or storage as set forth in Section 8 of these Specifications.

**6. Contents of Vehicles:**

Contractor is responsible, and liable, for any and all contents of the vehicle upon taking possession of the vehicle. Contractor is responsible for inventory, storage and lawful return of all vehicle contents, including but not limited to electronic equipment, radios, and tools upon taking possession of the vehicle. Contractor agrees to indemnify and hold the City of Missoula and its Police Department harmless for any missing items or damage to the vehicle's contents after the contractor has taken possession of the vehicle.

**7. Vehicle Storage:**

Contractor is responsible for storing the vehicles with a minimum of 36 inches of free space between the vehicles that allows the City's Abandoned Vehicle Specialist to move around the vehicles to inspect, view, and see VINs with auction vehicles segregated from other tows.

Contractor is responsible for unlocking doors of vehicles to allow the Abandoned Vehicle Specialist access to the interior of the vehicle to get/uncover a VIN #, or get paperwork out of a vehicle at owners' request.

Contractor is responsible for removing vehicle license plates immediately after the auction and prior to the vehicles leaving the impound lot.

**8. Service Rates: See Pricing information set forth above.**

**9. Workers' Compensation and Liability Insurance Coverage:**

**9.1 Workers' Compensation Coverage:**

The Contractor shall be responsible, at their own expense, to purchase any required workers' compensation insurance for the Contractor or any employee of the Contractor. The City of Missoula is not the workers' compensation insurer of Contractor's employees. The Contractor must have current workers' compensation insurance in place for its employees injured or killed while performing work pursuant to this contract. The City shall not have any liability with respect to Contractor's or Contractors' employees' actions or conduct while performing these services and Contractor shall indemnify and hold the City of Missoula and its Police Department harmless for any such damage pursuant to Section 8.4 below.

**9.2 Liability Insurance Coverage:**

The Contractor shall maintain during the time period of the Contract, commercial general liability insurance for bodily injury and property damage in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate that includes liability for accidents or damage to vehicles, persons or property that may occur during the performance of these services. The Contractor shall name the City of Missoula, the City of Missoula Police Department and its officials and employees as additionally named insured.

**9.3 Affirmative Action and Anti-Discrimination:**

Contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, M.C.A. and Missoula's Anti-discrimination Ordinance Chapter 9.64 M.M.C. or forfeit the right to continue such business dealings. A copy of the City of Missoula Affirmative Action Plan shall be attached and made part of the contract.

**9.4 Indemnification:**

Contractor shall indemnify and hold the City of Missoula, the City of Missoula Police Department and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Contractor's negligence or breach of any of its obligations while performing these services.

**9.5 Jurisdiction – Choice of Law:**

In the event of litigation concerning the Contract, venue shall be in the 4<sup>th</sup> Judicial District in and for the County of Missoula, Montana. This contract shall be governed by the laws of the State of Montana.

