

6/9/2009

**52-R-09**

**A RESOLUTION**

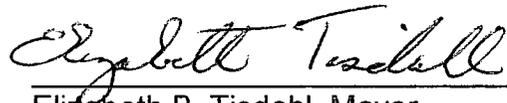
**Authorizing the Interim City Manager to Amend the Contract  
with North Shore Towing, Inc.**

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND  
CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

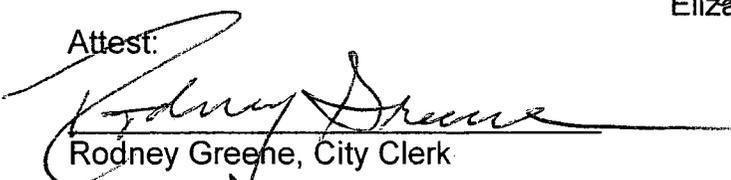
**SECTION 1:** That the Interim City Manager is hereby authorized and directed to sign the Amended Contract with North Shore Towing, Inc. attached hereto and made a part hereof as Exhibit A.

**SECTION 2:** That the Interim City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the agreement as may be determined to be in the best interests of the City.

**SECTION 3:** That this Resolution 52-R-09 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

  
Elizabeth B. Tisdahl, Mayor

Attest:

  
Rodney Greene, City Clerk

Adopted: July 13, 2009

Exhibit A

**AMENDED CONTRACT FOR TOWING SERVICES**

## **AMENDED CONTRACT FOR TOWING SERVICES**

This Towing Contract is amended and entered into as of July 22, 2009 2009 by and between the City of Evanston, an Illinois Municipal Corporation, located at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter, the "City"), and North Shore Towing, Inc., an Illinois corporation, located at 2527 Cakton Street in Evanston, Illinois 60202 (hereinafter, the "North Shore").

### **RECITALS**

WHEREAS, the City entered into a three (3) year contract with North Shore on January 31, 2007, which provided for two (2) additional one (1) year extensions as set forth in Attachment A and made apart hereof.

WHEREAS, North Shore has requested an increase in basic service fees for the remainder of the existing contract effective August 1, 2009, due to the drastic reduction of towed vehicles, in part to the elimination of street cleaning relocations coupled with the riding expenses for fuel, personnel, equipment, and other operating expenses.

WHEREAS, the City has requested an eighteen (18) month extension at the conclusion of the existing contract with a new expiration date of July 31, 2011.

WHEREAS, the City and North Shore hereinafter set forth hereby agrees to the amendments to the existing contract with regards to the fee increases and the contract extension.

NOW, therefore, in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree to replace the following sections in the original contract as forth below:

**3.0 General Conditions:**

**3.1 Contract Term:**

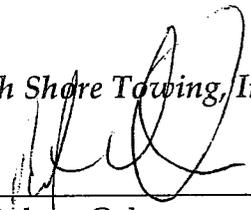
- (a) This contract shall be in effect for an additional eighteen (18) months from the existing contract expiration date of January 31, 2010.
- (b) The City is not obligated to renew this Contract, but reserves the right to renew it for one (1) additional one (1) -year period, subject to acceptable performance of the Contractor. The City will provide Contractor with no less than ninety (90) days advance written notice of its intent to renew this Contract. If the City fails to provide the ninety (90) day advance written notice of its intent to renew this Contract as required above, the Parties agree the Contract will not be extended for the additional one (1) year option.

**3.4 Rate Escalation:**

- (a) The amended contract rates are set forth in Attachment B and made apart hereof.

For North Shore Towing, Inc.:

By:

  
Robert Cole

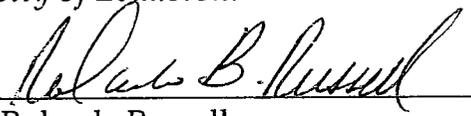
Title: President

Date:

7-22-09

For the City of Evanston:

By:

  
Rolanda Russell

Title: Interim City Manager

Date:

7-28-09

Attachment A

Original Contract Dated January 31, 2007

## **CONTRACT FOR TOWING SERVICES**

This Towing Contract is made and entered into as of January 31, 2007 by and between the City of Evanston, an Illinois Municipal Corporation, located at 2100 Ridge Avenue, Evanston, Illinois 60201 (City), and Northshore Towing, an Illinois corporation, located at 2527 Oakton Street in Evanston, Illinois 60202 (Contractor).

### **RECITALS**

WHEREAS, the CITY has deemed it necessary to enter into a contract with a Towing Service Provider to provide towing and related services for the City.

WHEREAS, the CONTRACTOR, for the consideration hereinafter set forth hereby agrees to and with the CITY that it will provide all equipment, labor, and services necessary to provide towing and related services for the City.

NOW, therefore in consideration of the mutual promises, covenants, and conditions herein, contained the parties agree as follows:

#### **1.0 Scope of Services:**

##### **1.1 Types of Towing and Related Services Required:**

1.1.1 Customer Requests:

- (a) Vehicles Involved in Accidents.
- (b) Disabled Vehicles.
- (c) Emergency Road Service/Lockouts:

- (i) No charge for lockouts with infants/animals, etc.

1.1.2 City request for private vehicles in violation of City ordinances, regulations and State laws.

1.1.3 City vehicles as requested by City.

1.2 Minimum Requirements:

1.2.1 Hours:

- (a) Tow trucks and drivers shall be available on a twenty-four (24) hour basis, three hundred and sixty-five (365) days a year.
- (b) An attendant shall be on duty to release vehicles from 7:00 a.m. to midnight three hundred and sixty-five (365) days a year.

1.2.2 Storage Facilities:

- (a) Storage facilities shall be located within the City.
- (b) Storage facilities shall be appropriately zoned and fenced or secured in such a manner as to provide protection to the vehicles stored therein from theft and vandalism.

(c) Storage facilities shall be in compliance with all applicable zoning and building ordinances of the City and all other applicable legislation and regulations.

(d) The Contractor shall have a single storage facility that can accommodate a minimum of two hundred twenty-five (225) cars (approximately thirty-six thousand square feet (36,000 sq.ft.)).

(e) Storage facilities shall be in close proximity to public transportation routes.

(f) The Contractor shall post in its storage facilities sign(s) of appropriate size and content determined by the City including a City phone number which all persons can call to complain about the service rendered by the Contractor. The Contractor shall post any and all signs furnished by the City.

(g) The Contractor shall provide throughout the term of the contract, at no cost to the City, facilities for the storage of fifteen (15) vehicles, to be utilized at the discretion of the City.

(h) The City shall have the sole and exclusive use of the steel and concrete block structure at the 2527 Oakton Street facility. The City's usage of this structure is separate and apart from the two

hundred twenty-five (225) required parking spaces for vehicles. The Police Department will use it for vehicles seized for evidentiary purposes. This "evidence storage structure" shall have a capacity of fifteen (15) cars. Contractor shall assure that the vehicles stored in this structure are accessible to the Police Department in less than fifteen (15) minutes, following notification by the Police Department of the need for access. This structure is described as follows:

- 1) It contains four (4) walls, roof, concrete flooring, and has a steel garage type door for entry;
- 2) It provides protection from the elements, bird excretions, and other sources of damage emanating from the exterior of the structure.
- 3) It is lighted internally and externally.
- 4) It is, and will be, secured with a lock at all times except when accessed by the Police Department. The City shall keep the keys to the structure.
- 5) Video cameras are mounted on the structure internally and externally and monitored by the Contractor

twenty-four (24) hours a day, three hundred sixty-five days a year.

1. In addition, video cameras are affixed to a stationary posts
  - (i) throughout the entire site. These cameras are in addition to the Police Department evidentiary cameras within the secured buildings. These cameras shall operate twenty-four (24) hours per day, seven (7) days per week. They shall photograph and scan the entire property, including the administrative building and the garage, to enhance security, reduce theft and property damage.

The cameras shall:

- (1) Record all incidents and save the recording to a disk and forward it to the Police Department for storage.
- (j) The Contractor shall provide two clearly-marked, ~~parking~~ spaces designated "CUSTOMER PARKING" for customers to utilize when retrieving their vehicles;
- (k) Accommodations shall be made at the window to Contractor's office and in the common areas (structures not

included) for persons with disabilities, following current ADA guidelines;

(l) The entire storage facility used by the Contractor to fulfill its responsibilities under this contract shall be owned by the Contractor or occupied by the Contractor under written lease for its exclusive use—during the entire term of the contract and any extensions thereof. A copy of the lease must be provided to the City prior to execution of this contract.

#### 1.2.3 Types of Storage:

(a) Vehicles involved in accidents - held for owners and/or insurance companies: Vehicles may be viewed and examined by owners, drivers, and all insurance company representatives with an interest in the accident during hours the attendant is on duty. Owners may remove personal belongings from the car, including State license plates. If the Police Department notifies the Contractor at the time of the tow to place a “hold” on the vehicle, no access is permitted without the prior written authorization of the Police Department.

- (b) Traffic Tows - ready for immediate release upon issuance of written release by the Contractor.
- (c) Stolen vehicles – If there is a hold placed upon a vehicle by the Police Department, it shall not be released until authorized by the Police Department in writing.
- (d) Vehicles used in the commission of a crime – If there is a hold placed on the vehicle by the Police Department, it shall not be released unless authorized in writing by the Police Department.
- (e) Salvage motor vehicles.

1.2.4 Tow Trucks:

- (a) The Contractor shall maintain and have available to the City at all times, a minimum of three (3) tow trucks, and use of the services of a subcontractor having a tow truck with a gross vehicle weight (GVW) exceeding twenty-four thousand pounds (24,000 lbs.) and a winch capacity of thirty thousand pounds (30,000 lbs.), all in good operating condition and appropriately licensed and inspected by the State of Illinois.
- (b) The Contractor must provide the following data for each tow truck: make; model; year; GVW; engine cubic inch displacement

(CID); number of cylinders; type of winch; winch capacity; date of last State of Illinois inspection; and number of axles.

(c) The Contractor must have the necessary equipment to "float" automobiles.

(d) The Contractor must submit copies of title and registration forms for each truck owned.

(e) Tow trucks shall not have signs indicating City affiliation.

(f) The City reserves the right to contract for additional tow trucks with other towing companies during snow emergencies, street cleaning and other situations determined by the City Manager or designee to warrant such contracting.

## **2.0 Responsibilities of the Contractor:**

2.1 The Contractor agrees:

(a) The Contractor's attendant shall take the customer's vehicle keys and bring his or her vehicle to the Contractor's front office if that service is requested by the customer. The Contractor will maintain a sign on the door advising customers that the above service is available.

(b) The Contractor shall provide an evaluation card with the customer's receipts for an evaluation of the Contractor's services and treatment by the Contractor's driver and attendant. Completed evaluation cards must be forwarded to the City on a quarterly basis, or sooner, if requested by the City.

(c) The City and the Contractor understand and agree that the towing services shall include and be performed in accordance with City requirements as defined in this contract and with all applicable laws and regulations.

(d) The Contractor shall not subcontract any portion of this contract, without the prior written approval of the City. Should a subcontract be approved, all pertinent provisions of this contract shall apply to the subcontractor.

(e) The Contractor shall promptly provide written reports to the City for any accidents or damages to vehicles incurred while providing services under this contract. Said reports shall be submitted to the City at the same time as they are transmitted to other interested parties.

(f) Customers' complaints shall be submitted directly to the Contractor.

(i) Send written reports (damage or theft) written from customers to City's Police Department, 1454 Elmwood Avenue, Evanston, Illinois 60202, to: ATTN: Traffic Bureau Commander, and confirm by telephone to (847) 866-5064.

(g) The Contractor will be responsible for the safekeeping of all towed vehicles and their contents.

(h) The City limits its responsibility to its decision to tow a vehicle. The Contractor shall be responsible for all damages that occur to vehicles while performing services under this contract. All claims by customers must be handled in a responsible manner and resolved within a reasonable amount of time. At the scenes of accidents, but only after direction to do so by a Police Officer, the truck driver shall remove all glass, metal, and other debris from the street.

(i) The Contractor shall not store vehicles on public streets, public rights-of-way, or in public/private lots unless directed by the

City. At no time, shall the Contractor store vehicles in "no parking" or handicapped parking spaces.

(j) The Contractor shall keep its premises neat, clean, and in orderly condition.

(k) The Contractor may be allowed to temporarily place vehicles at locations other than Contractor's storage facility for a reasonable time when circumstances, such as street cleaning, snow removal, and special events occur. Such "temporary placement" shall not occur without prior authorization by the City. If such authorization is given, Contractor shall, until otherwise directed by the City, provide an attendant at each authorized temporary placement location to process payments from the owner/operator of each towed vehicle and to release vehicles for which the towing fee has been paid.

(l) When towing a vehicles previously ticketed by the City, the Contractor's personnel shall remove the ticket from the window of the vehicle, attach it to the invoice/bill for towing services, and give it to the vehicle owner at the time the vehicle is retrieved.

(m) The Contractor shall promptly, after written demand therefore by the City, remove from performance of this contract any employee or agent of Contractor identified by the City.

(n) The Contractor, at its current location, 2527 Oakton Street, shall keep the Easement for ingress and egress to Contractor's facility clear at all times; repeated failure may result in contract cancellation. The Easement is described in Exhibit A, attached hereto and made a part hereof. The Contractor shall post a copy of the Easement in its office and assure that all of Contractor's employees understand that the Easement must be kept clear at all times and that they will comply with this directive.

2.2 Booting:

(a) The City will provide the Contractor with the equipment necessary for the booting of vehicles. It is the responsibility of the Contractor to take reasonable care of this equipment and maintain it in good working order. Contractor will be responsible to reimburse City for any loss or damage of equipment due to the negligence of Contractor's personnel.

(b) Contractor shall assure that all personnel involved shall be thoroughly trained in booting operations.

(c) If multiple boots are required to immobilize a vehicle, the City will be charged per immobilization, not the number of boots applied at the time of immobilization to secure the vehicle.

2.3 Records:

(a) The Contractor shall keep all records for ten (10) years. At the time of execution of the contract, the parties shall agree to the length of time records shall be retained by the Contractor. The Contractor agrees that this period of time will comply with State and Federal Law. At the conclusion of the above time period, the Contractor shall offer all such records to the City. Such records shall include, but are not limited to, release authorizations, cash receipts for bonds posted, and receipts for City authorized tows and services. The Contractor shall use all reports and forms supplied by the City for inventory and control. The Contractor shall promptly provide the City with access to same upon written request therefor.

2.4. Communications:

(a) The Contractor shall provide the City with its central dispatcher's telephone number. The Contractor shall provide cell phones or other means of instantaneous communication to all personnel who drive tow trucks.

(b) The Evanston Police Department may provide the Contractor with Police Department radios for communication with the City. Contractor's personnel who are given access to Police radios must not have criminal backgrounds, as determined by the City. Contractor shall, upon City's written demand therefor, return all said radios to the Police Department within twenty-four (24) hours of the City's demand.

2.45 Indemnity:

(a) The Contractor shall indemnify, protect and save harmless the City of Evanston, its agents, consultants, officials and employees, against all injuries, deaths, loss damages, claims, patents, copyright or trademark or claims, suits, judgments, costs and expenses which may in anywise accrue against the City in consequence of the granting of this or her contract or which may in anywise result therefrom, whether or not it shall be alleged or

determined that the act was caused through the negligent act or omission of the Contractor or its employees, of the sub-contractor or his or her employees, if any, and the Contractor shall, at its own expense, appear, defend and pay all judgments and charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, except for acts attributable solely to the negligence or intentional acts of the City, its officers, employees, or agents.

2.6 Insurance:

(a) Contractor shall not commence work under this contract without first having provided evidence satisfactory to the City of compliance with the provisions of this Section 2.6 Contractor shall carry and maintain at its own cost, with such companies as are acceptable to City, liability insurance (which shall include, as a minimum, the requirements set forth below) during the term of this contract, for damages caused or contributed to by the Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the work hereunder:

1. Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000.00).
2. Comprehensive general liability coverage, and designating City as additional insured for not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage, per occurrence.
3. Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury, death or property damage, per occurrence.
4. Garagekeeper's legal liability coverage for not less than five hundred thousand dollars (\$500,000.00) combined single limit (comprehensive and collision).
5. Garage liability coverage for not less than one million dollars (\$1,000,000.00) combined single limit covering property damage and bodily injury.

(b) Contractor shall provide City with certificates of insurance and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

(c) The contact person at Contractor's insurance company for all claims-and insurance matters is:

Name: ROBERT COLE  
2527 OAKTON STREET  
Address: EVANSTON, IL 60202  
Telephone: (847) 864-2828

Contractor must update this information to the City in writing within two business days of any changes.

2.7 Salvage:

(a) Abandoned Vehicles: The City may designate certain motor vehicles at the time of tow as abandoned motor vehicles. An abandoned motor vehicle's age is to be determined by model year, not date of manufacture. At the conclusion of a minimum fifteen

(15) -day period (the required period may be significantly longer than fifteen days), a motor vehicle of more than seven (7) years can be disposed of as junk in accordance with State law, local Ordinance, and this contract. Disposal of any vehicle shall be made only upon prior written authorization of the City. A motor vehicle destroyed before written authorization is given by the City will be the liability of the Contractor.

(b) The processing of salvage and/or vehicles which may be auctioned will be accomplished within a fifty (50) day period or sooner. The City will, within reason, expedite the process when possible.

(c) For auctioned vehicles, all revenues collected by the Contractor shall be shared with the City. The Contractor must notify in writing: Director, Purchasing and Contracts, Evanston Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201, no later than five (5) business days prior to the auction or salvage, of the number of vehicle(s) to be auctioned or salvaged. The notification shall indicate for each vehicle whether it will be auctioned or salvaged and shall include the vehicle identification number (VIN),

the make, model and year of each vehicle. Fifty percent (50%) of the total revenue received by the Contractor, less storage charges at the City Rate, will be paid to the City.

(d) The Contractor will pay the City thirty-five (\$35) dollars for each salvaged vehicle that is not auctioned, provided the scrap price is above \$50 a net ton.

(e) The Contractor must hold an abandoned motor vehicle seven (7) years of age or newer for a minimum of thirty (30) days after the tow. At the conclusion of this minimum thirty (30) day period, the City may initiate processing of the vehicle for disposal in accordance with State law and local Ordinance. Once processing has been completed, the City will notify the Contractor that the vehicle is available for disposal (total processing time is usually approximately sixty (60) days, however, that time can and will vary). Disposal of any vehicle shall be made only upon prior written authorization of the City. Contractor shall remit its check to the City within ten (10) days after the sale, accompanied by a copy of documentation from the Auctioneer showing the entire amount Contractor received from the auction of the vehicle.

- (f) The Contractor shall maintain all records and logs as required by the City.
- (g) Non-Abandoned Motor Vehicles: All motor vehicles towed for reasons other than abandonment shall be stored by the Contractor until their release pursuant to the Contract. A motor vehicle towed for reason other than abandonment may become abandoned as a result of later action or inaction by the motor vehicle owner. In such instance, the City may designate such motor vehicle in writing as abandoned. The holding period for said vehicle will commence upon the date the City, in writing, notifies the Contractor that the motor vehicle is classified as "abandoned".
- (h) In all instances of the disposition of a motor vehicle which at the time of the tow is classified as abandoned, or which at a later date is classified by the City as abandoned, the total compensation which the Contractor will receive for tow and storage is the junk or salvage value of the motor vehicle or the resale value of the motor vehicle under a certificate of purchase issued by the City and a junking certificate or salvage title issued by the State of Illinois.

(i) The total compensation for the tow and storage of all other motor vehicles is the established rate for the tow and the daily storage charge as indicated on Rate Schedule (Exhibit B) will be attached by the parties at the time of execution of the Contract.

2.8 Emergency Service/Lockouts:

(a) Requests for Emergency Service/Lockouts will be answered and complied with in a reasonable time. Responsibility for collection of the fee prior to providing service will be the responsibility of the Contractor,

(b) An attempt to collect the fee should be made by the Contractor. If the customer/vehicle operator does not provide the fee at that time, the service shall be provided and the customer/vehicle operator should be billed. If collection cannot be made at that time, then the Contractor will invoice the customer.

(c) When the Contractor has billed the owner and is unable to collect after thirty (30) days, the Contractor will invoice the City at a reduced rate of twenty-five dollars (\$25.00). The invoice to the City shall include the date of the occurrence, name of the Police Officer,

case number, vehicle identification number, and a copy of the invoice to the customer.

(d) Notwithstanding anything to the contrary elsewhere in this Contract, no fee shall be charged for the following:

1. Child in the vehicle (No fee, by direction of the City Council on February 13, 2006).
2. Animal in vehicle.
3. Running vehicle.

**3.0 General Conditions:**

3.1 Contract Term:

(a) This contract shall be in effect for a three (3) -year period from January 31, 2007.

(b) The City is not obligated to renew this contract, but reserves the right to renew it for two (2) additional one (1) -year periods, subject to acceptable performance of the Contractor. The City will provide Contractor with no less than ninety (90) days advance written notice of its intent to not renew this contract. If the City fails to provide the ninety (90) day advance written notice of its intent not to renew this Contract as required above, the parties

agree the Contract will be extended for the first one (1) year option.

If the City fails to provide the Contractor with ninety (90) days written notice of non-renewal at the conclusion of the first option year, the Contract will automatically be extended for the final option year.

(c) At the end of any contract term, the City reserves the right to extend this contract for a period up to sixty (60) days.

(d) The City will provide the Contractor with a written annual evaluation of its performance no later than sixty (60) days prior to any City Council consideration of this contract or any of its extension(s). At the Contractor's request, the City and the Contractor shall meet to discuss the performance evaluation and provide the Contractor with an opportunity to respond and cure deficiencies within this sixty (60)-day period. Any cure periods afforded shall be on the same terms and conditions as set forth in Section 5.0, "Default".

3.2 Billing/Invoicing:

(a) The Contractor shall be responsible for all billings and receipt of final payment from private owners in accordance with the approved rate schedule (Attachment A).

(b) Invoicing for services to City vehicles shall be on a monthly basis and shall include only the charges for services requested and required by the City Department requesting the services(s).

(c) All payments by the City shall be made in accordance with the *Local Government Prompt Payment Act*.

3.3 Non-Appropriation of Funds:

(a) If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made to the Contractor for services to be performed for the City, then the City will notify the Contractor of that occurrence and the portion of the contract whereby the Contractor provides services for City vehicles shall be terminated.

3.4 Rate Escalation:

(a) The contract rates are set forth in Attachment A and made a part hereof.

(b) No escalation shall become effective unless agreed upon in writing by both parties in the form of an amendment to this contract. Any billing at escalated rates, without an amendment to the contract executed by both parties, will result in termination of the contract and the Contractor shall refund the difference in the contract rate and any non-approved escalated rate within fifteen (15) days of the date of the City's written demand therefor.

(c) Rates billed for the towing of private vehicles shall not be increased during the initial twenty-four (24) months of the three (3) -year contract term, provided, however, that if a major shift in market conditions for fuel, labor, and/or cost-of-living occurs, the Contractor may submit a written request for consideration by the City of a rate escalation. Any such request the Contractor makes shall be accompanied by documentation to substantiate the escalation sought, including, but not limited to, an affidavit that the increase represents only increased costs for overhead, utility costs; fuel; labor; and/or cost-of-living, as the case may be. The City reserves the right to reject any request for an escalation submitted during the initial twenty-four (24) -month period.

(d) If, upon the conclusion of the initial twenty-four (24) months of the three (3) year term the Contractor intends to request an escalation in the rates billed for the towing of private vehicles, for the last twelve (12) months of the initial three (3) -year term, a request must be made not later than sixty (60) days prior to the end of the initial twenty-four (24) months. Any such request the Contractor makes shall be accompanied by documentation to substantiate the increase sought, including, but not limited to, an affidavit that the increase represents only increased costs for overhead, utility costs; fuel; labor; and/or cost-of-living, as the case may be. The City reserves the right to reject any request for an escalation in the rates billed for the towing of private vehicles, and if mutual agreement cannot be reached, to terminate the contract upon providing the Contractor with written notice of its intent to do so. A minimum of twelve (12) months must elapse between escalation requests.

(e) Rates billed to the City for the towing of City vehicles/equipment shall not be increased during the initial 3-year term or any extension thereof.

3.5 Response Time:

(a) The Contractor guarantees an average response time of twenty (20) minutes upon a request for service unless the failure to perform was due to causes beyond the control and without the fault of the Contractor. The guaranteed average response time shall be based upon a quarterly average. Requests for Emergency Service/Lockouts involving a child or an animal in a locked vehicle or involving a running vehicle shall be given priority.

(b) If the Contractor fails to adhere to the guaranteed average response, the City shall notify the Contractor in writing of this occurrence. If the Contractor does not cure the failure within thirty (30) days, the City may terminate the contract in accordance with this agreement's Default and/or Early Termination provision(s).

3.6 Reports On After-Hours Service for City Vehicles:

(a) Services requested by the City and provided for City vehicles after normal business hours (8:30 a.m. to 5:00 p.m.) and on weekends shall be reported to the City's Fleet Services Manager on a weekly basis each Monday.

3.7 Damage Release Waivers:

(a) The only damage release waiver that the Contractor shall be permitted to require customers to execute prior to performing service is for lockout services. The Damage Release Waiver for Lockout Service shall exculpate the Contractor for any damages occurring which are not a result of negligence.

3.9 Miscellaneous:

(a) This contract shall be governed by the laws of the State of Illinois, including, but not limited to, laws and regulations of the Illinois Commerce Commission and the Illinois Vehicle Code. In the event of litigation, the venue shall be in Cook County, Illinois.

(b) This contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by written instrument signed by both City and the Contractor.

(c) This contract has been negotiated and entered into by each party with the advice of independent counsel and shall not be construed against one party or the other based on which party drafted any portion of the contract.

(d) The Contractor hereby waives and forfeits all claims that any work, services or other activities were performed pursuant to an oral contract or other oral agreement separate from this contract.

(e) In addition to all of the remedies available, the City, in any arbitration or litigation pertaining to this contract, shall have the right to collect its attorney's fees and other costs related to such proceeding.

(f) The obligations assumed in this contract shall be binding upon the City and upon the Contractor, and upon the successors, executors, administrators and assigns of the parties hereto and that neither the City nor the Contractor shall assign, sub-contract or transfer their interest in this contract, except as may otherwise be expressly stated in this contract. When necessary to effectuate the provisions of this contract, "Contractor" shall be read as "subcontractor" or "Contractor's assignee or successor in interest.

(g) Whenever possible, each provision of this contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this contract, or portion thereof, is prohibited by law or found invalid under any

law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this contract or valid portions of such provisions, which are hereby deemed severable.

**4.0 Revenue-Sharing Component (optional):**

**4.1 General:**

(a) The City may invoke the shared-revenue provisions of this section 4.0 upon excluding section 2.7(c)(d) auction (also salvage) and giving written notice thereof to Contractor no less than sixty (60) days prior to the date scheduled for City Council to adopt the budget. Any such revenue-sharing shall commence on the first day of the fiscal year for which the budget in question is adopted. At the Contractor's request, the City and Contractor shall meet during the aforesaid sixty (60) day period to discuss the City's intent to require the sharing of revenue.

(b) The Contractor will remit to the City's Purchasing Director on a quarterly basis (with the 1<sup>st</sup> quarter beginning on April, 2006), an amount equal to the Shared Revenue rate of \$20.00 per

occurrence multiplied by the number of occurrences for each item billed for the towing of private vehicles during the preceding quarter, provided that the base rate is increased by \$20.00 per occurrence (\$120.00 to \$140.00).

(c) The Contractor's payment shall be accompanied by a report identifying the basis for the payment. The report shall specify the frequency of each occurrence for the quarter, and the amount of Shared Revenue associated with each occurrence.

**5.0 Default:**

(a) The City may, subject to the provisions of this section, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) if the Contractor fails to perform the services within the time specified herein, or any extension thereof; or

(2) if the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its

terms, and in either of these two circumstances does not cure the defect(s) in performance within a period of *thirty* (30)

days (or such other extended period as the City may authorize in writing) after receipt of notice from the City specifying such defects.

(3) If the City in its sole judgment determines that continuous performance by the Contractor constitutes a threat to the public health, safety or welfare, the City may terminate the contract upon two (2) days written notice. The City shall give the Contractor a sixty (60) day cure period. The Contractor shall take immediate action to correct any threat to public health as identified by the City. The Contractor shall report to the City, on a weekly basis, until the threat identified by the City is eliminated. If the Contractor fails to cure any identified threat by the City, it shall be a basis to terminate the contract. Contractor's failure to provide evidence of compliance with all applicable insurance requirements constitute a basis for termination pursuant to this Section 5.a.3

(b) In the event the City terminates this contract in whole or in part as provided in this section, the City may procure, upon such

terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar services for a period not to exceed 220 days. The City has a duty to mitigate damages. The damages will be based on the city charging the same rate for tows as were in effect at the time of the termination.

(c) The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that the failure to perform the contract was due to causes beyond the control *or* without fault or negligence of the Contractor.

(d) If the Contractors who default, it may not be considered for award(s) of future City contracts.

**6.0 Early Termination:**

(a) The City may terminate any portions or all of this contract, upon material breach by the Contractor. In order for the City to invoke this provision of the Contract, the Contractor must be given written notice of the material breach and a period of *thirty* (30) days to cure said breach. If the Contractor fails to cure a material breach



ATTACHMENT C

**COST PROPOSAL**  
**Request for Proposal #06-60**  
**Towing services**

Listed below are services for which the City presently compensates the current towing service provider. Respondents to this RFP may select to add items to this Cost Proposal, or modify existing items in their response back to the City as a result of charging for additional services not listed, or if there are additional services that the respondent proposes to provide at no charge, those items should be added to the Cost Proposal. In the event that the respondent does not propose charging for a service(s) listed in this Cost Proposal, the respondent shall indicate by writing "no-charge" in the space provided.

**I. Rates Billed for the Towing of Private Vehicles as directed by the City**

- A. Towing of automobiles \$ 120.00 /each
- B. Towing of automobiles with trailers \$ 140.00 /each
- C. Towing of trucks (up to 2.5 ton) \$ 200.00 /each
- D. Towing of trucks (over 2.5 to 5 ton) \$ 250.00 /each
- E. Towing of tractor trailers \$ 350.00 /hour
- F. Storage (Hours 0-2) \$ 5.00
- G. Storage (Hours 2-12) \$ 20.00
- H. Storage (Hours 12-24 and subsequent days) \$ 30.00 /day
- I. Emergency road service (i.e. lockouts/jump starts) \$ 50.00
- J. Clean up accident debris \$ 50.00 /hour
- K. Oil dry application \$ 40.00

**II. Rates billed to the City for Towing of City Vehicles and Additional Services**

- A. Towing of City vehicles (including trucks) within City limits \$ -0-
- B. Towing of City vehicles outside City limits \$ 40.00
  - Within 3 miles of City limits \$ 1.50 /mile
  - Outside of 3 miles of City limits \$ 2.50 /mile
- C. Boot Install/Removal \$ 75.00

|                                |                      |
|--------------------------------|----------------------|
| D. Storage charge              | \$ <u>10.00</u> /day |
| E. Tire changes                | \$ <u>50.00</u>      |
| F. Jump starts                 | \$ <u>-0-</u>        |
| G. Clean up of accident debris | \$ <u>10.00</u>      |
| H. Oil dry application         | \$ <u>10.00</u>      |

**III. Salvage Vehicles-amount Contractor will pay the City for vehicles that have been declared salvage by the City**

\$ 35.00 / vehicle. Provided scrap price is above \$50.00 per net ton.

**IV. Describe revenue sharing proposal that respondent proposes for the sharing of revenue received by the contractor as a result of providing towing and related services for private vehicles as directed by the City**

Revenue Sharing Proposal

| Description of service                           | Rate         | Component Revenue Sharing |
|--|--------------|---------------------------|
| a. Towing of Automobiles                         | \$140.00     | \$20.00 per vehicle       |
| b. Towing of Automobiles with Trailers           | \$165.00     | \$25.00 per vehicle       |
| c. Towing of Trucks up to 2.5 ton                | \$250.00     | \$50.00 per vehicle       |
| d. Towing of Trucks > 2.5 ton                    | \$350.00     | \$150.00 per vehicle      |
| e. Towing of Tractor - Trailers                  | \$450.00     | \$175.00 per vehicle      |
| f. Storage Hours 0 - 2                           | \$5.00       | \$0                       |
| g. Storage Hours 2 -12                           | \$20.00      | \$0                       |
| h. Storage Hours > 12 hours and subsequent days  | \$30.00      | \$0                       |
| i. Emergency Road service (lockouts, jumpstarts) | \$65.00      | \$15.00                   |
| j. Clean up accident Debris                      | \$50.00/hour | \$10.00                   |
| k. Oil Dry Application                           | \$50.00      | \$15.00                   |
|  |              |                           |

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR 98  
NORTH23

DATE (MM/DD/YYYY)  
09/27/06

**PRODUCER**  
The Horton Group, Inc.  
www.thehortongroup.com  
10320 Orland Parkway  
and Park IL 60467  
Phone: 708-845-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
North Shore Towing, Inc.  
North Shore Recycling, Inc.  
A-Jacks Towing  
Cole Realty, LLC  
2527-2535 Oakton Street  
Evanston IL 60202

**INSURERS AFFORDING COVERAGE**

|            |                              |        |       |
|------------|------------------------------|--------|-------|
| INSURER A  | Indiana Insurance Company    | NAIC # | 22659 |
| INSURER B: | American International Group |        |       |
| INSURER C  |                              |        |       |
| INSURER D  |                              |        |       |
| INSURER E  |                              |        |       |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR              | INSR         | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |                     |       |                    |              |                            |              |                             |              |
|-----------------------------|--------------|--|---------------|------------------------------------|-------------------------------------|--|---------------------|-------|--------------------|--------------|----------------------------|--------------|-----------------------------|--------------|
| A                           |              | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CBP8136808    | 03/30/06                           | 03/30/07                            | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Emp Ben. 1,000,000                             |                     |       |                    |              |                            |              |                             |              |
| A                           |              | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | BA8136108     | 03/30/06                           | 03/30/07                            | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |                     |       |                    |              |                            |              |                             |              |
|                             |              | <b>GARAGE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OTHER THAN AUTO   | CBP8136808    | 03/30/06                           | 03/30/07                            | AUTO ONLY - EA ACCIDENT \$ 1,000,000<br>OTHER THAN AUTO ONLY: EA ACC \$ 1,000,000<br>AGG \$ 3,000,000  |                     |       |                    |              |                            |              |                             |              |
| A                           |              | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10,000  | CUB137408     | 03/30/06                           | 03/30/07                            | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$<br>\$   |                     |       |                    |              |                            |              |                             |              |
| B                           |              | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   | WC1883442     | 02/27/06                           | 02/17/07                            | <table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| WC STATUTORY LIMITS         | OTHER        |  |               |                                    |                                     |  |                     |       |                    |              |                            |              |                             |              |
| E.L. EACH ACCIDENT          | \$ 1,000,000 |  |               |                                    |                                     |  |                     |       |                    |              |                            |              |                             |              |
| E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |  |               |                                    |                                     |  |                     |       |                    |              |                            |              |                             |              |
| E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |  |               |                                    |                                     |  |                     |       |                    |              |                            |              |                             |              |
| A                           |              | GarageKeep/On Hook   | CBP8136808    | 03/30/06                           | 03/30/07                            | Oakton Lo \$500,000<br>\$ 50,000   |                     |       |                    |              |                            |              |                             |              |
| A                           |              | Dealers Physical   | CBP8136808    | 03/30/06                           | 03/30/07                            |  |                     |       |                    |              |                            |              |                             |              |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
City of Evanston is listed as additional insured with respects to general liability only when required by written contract.

## CERTIFICATE HOLDER

City of Evanston  
2100 Ridge Ave.  
Evanston IL 60201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Chandy Suresh*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# keyhole® LT - The Digital Earth

Fly For Fun. Fly To Be Informed

KEYHOLE.COM



McCormick Blvd



Oakton and McCormick

Oakton St

42°01'33.77" N 87°42'33.81" W elev 574 ft

Maps © 2004 USGS  
Image © 2004 AirphotoUSA

100%

©2004 keyhole.com

Eye Ball 2097 II

2 AS2 MENT = 13110 W Color

TRIAKMODE

Attachment B

Amended Contract Rates

# Towing Rates

## Current

- A. Towing of autos: \$120
- B. Towing of autos w trailer: \$140
- C. Towing of Trucks: \$200
- D. Towing of Trucks (over 2.5 ton): \$250
- E. Towing of Tractor Trailers: \$350
- F. Storage hrs 0-2: \$5.
- G. Storage hrs 2-12: \$20
- H. Storage hrs 12-24: \$30
- I. Emergency Road Service Jump Starts \$50

## Suggested

- A. Towing of autos: **\$145**
- B. Towing of autos w trailer: **\$165**
- C. Towing of Trucks: **\$250**
- D. Towing of Trucks (over 2.5 ton): **\$300**
- E. Towing of Tractor Trailers: \$350
- F. Storage 0-2: same
- G. Storage 2-12: same
- H. Storage 12-24: **\$40**
- I. Emergency Road Service Jump Starts **\$60**

**Rates billed to city-Hold rates the same no change!**