

CITY TOWING SERVICE CONTRACT

Subject to the following terms and conditions, _____
(hereinafter referred to as towing operator) hereby agrees to furnish towing and wrecker service to the City of Bismarck during the period from January 1, 2016 to December 31, 2016 and the City of Bismarck agrees to pay the towing operator the fee or fees for such services as set forth below:

1. The towing operator must own, operate, or have ready access to the following equipment and meet the following requirements and shall permit inspection of the equipment by a representative of the Bismarck Police Department.
 - a) The towing operator must have a tow truck(s) or wrecker(s) capable of towing any motor vehicle or trailer , including snowmobiles, boat trailers, passenger cars, pick-ups, recreational vehicles, and semi-tractors or trailers. If the operator does not have a large wrecker he must have a signed contract with the operator of a large wrecker, and produce a copy of such.
 - b) The truck(s) must be equipped with dollies.
 - c) The truck(s) must be equipped with a winch capable of pulling any vehicle from snow banks, mud or ditches.
 - d) An air tank must be available.
 - e) Broom and shovel for cleaning up debris must be carried on the truck(s). The towing operator shall clean up and dispose of glass and other debris from accident scenes.
 - f) The towing operator must provide a telephone number that is answered 24 hours a day and at least one truck must be available for call 24 hours a day.
 - g) Employees to operate wreckers must also be available for call 24 hours a day.
 - h) The towing operator must respond and have a truck at the location where requested within 20 minutes of receiving the call. The exception to this would be calls requiring the larger wrecker or semi. The time for them will be 60 minutes.
 - i) The truck(s) must be so equipped as to be capable of safely towing any vehicle without causing damage to the vehicle towed.
2. The towing operator agrees to tow vehicles only upon request by a Bismarck Police Department employee or by the owner or operator of such vehicle.
3. The towing operator agrees that all vehicles towed at the request of the BPD shall be towed to the City impound lot or another location as directed by the BPD. This will include the police squad cars and other police units. Vehicles towed to the impound lot shall be parked in single rows approximately three feet apart and in such a manner so as not to block the removal of any other vehicle.

4. When a “show up call” fee is justified, it shall not exceed the tow contract fee that would apply under this contract. This will include circumstances where the wrecker is called, and in the meantime before they arrive, the owner shows up and agrees to pay the wrecker operator directly.
5. The towing operator understands that no special preference will be given to the towing operator with respect to referrals for non-impound accident tows.
6. The successful bidder will not subcontract work under this contract to another individual or company without the written permission of the City of Bismarck. The request to subcontract must be submitted to the Police Traffic Commander. The request must be in writing and it must explain the subcontract proposal in detail.

The towing operator agrees that the towing fee paid to the towing operator shall be according to the following schedule. The towing operator shall submit a bill to the police officer for towing services at the time the service is provided. Payment to the towing operator for all fees for services provided during any one month will be made by check following the end of that month.

FEE SCHEDULE

CARS, MOTORCYCLES, PICK-UPS (Under 1 Ton)

- Towing to include clean-up..... _____
- Hauling on flatbed..... _____

RECREATIONAL VEHICLES

Towing:

- a. Small unit on pick-up chassis..... _____
- b. Medium unit on small truck chassis (1 ton)..... _____
- b. Large unit on mid-to-large sized truck chassis (above 1 ton)..... _____

TRAILERS

- a. Small (utility, boat, snowmobile)..... _____
- b. Medium (horse, stock, flatbed)..... _____
- c. Large (5th wheel, semi, commercial)..... _____

MISCELLANEOUS CHARGES PER HOUR (to be prorated in 10th of a hour increments)

- a. Digging Out..... _____
- b. Special handling of contents/load..... _____
- c. Waiting at the scene (time to start 10 minutes after arrival)..... _____

OTHER CHARGES (Not Prorated)

- a. **Winching**..... _____
- b. **Dollying**..... _____
- c. **Hauling On Flatbed**..... _____
- d. **Unlock/Relock Doors (At BPD employee’s request. Does not apply if done simply to accomplish tow.)**..... _____
- e. **Unhook/Re-hook Transmission Linkage (At BPD employee’s request. Does not apply if done simply to accomplish tow.)**..... _____
- f. **Mileage Outside City Limits (Per Mile)**..... _____
- g. **Cutting Lock (on boat hitch or similar circumstances)**..... _____
- h. **Airing Tires (per tire)**..... _____

7. The towing operator agrees to save and hold harmless and to indemnify the City of Bismarck for all or any loss, claim, suit or damages, direct or consequential, which the City may suffer as a result of the negligence of the towing operator or its employees.
8. The towing operator agrees to carry a \$1,000,000 combined single limit bodily injury and property damage liability insurance policy that covers vehicles and personal property in or upon the vehicle. Insurance policy will include the City of Bismarck Police Department as an additional insured. The towing operator agrees to provide a certificate of insurance or other proof of coverage upon request of the Chief of Police.
9. The towing operator agrees that the Bismarck Police Department may, at their discretion, terminate the contract of the towing firm if during any one month period the Police Department receives two or more complaints on the towing firm regarding any part of the towing contact to include, but not restricted to, response time, operation of equipment and clean-up after an accident.
10. Either party may terminate the contract without cause upon sixty days written notice to the other party.

Dated this _____ day of _____, 2015.

_____ City of Bismarck

By: _____ By: _____
 President
 Board of City Commissioners

Attest:
