

**A RESOLUTION ACCEPTING A PROPOSAL
FOR TOWING SERVICE FOR A THREE - YEAR TERM**

WHEREAS, the City entered into a Contract for Towing Services with Hillside Towing, on April 15, 2009; and

WHEREAS, the term of the Agreement expires on April 15, 2012; and

WHEREAS, proposals were recently solicited, received and reviewed by the City staff for towing services within the City for the next three years.

WHEREAS, the City desires to enter into a new three year contract with Hillside Towing, 200 E. Palatine Road, Arlington Heights, Illinois 60004.

NOW, THEREFORE, BE IT RESOLVED by the City of Rolling Meadows, Illinois, that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City a Contract for Towing Services with Hillside Towing, a copy of which is attached hereto and incorporated herein by reference as exhibit A.

SECTION ONE: This resolution shall be in full force and effect from and after its date of passage and approval as required by law.

YEAS: Cannon, Allen, Judd, Banger, D'Astice, Larsen

NAYS: 0

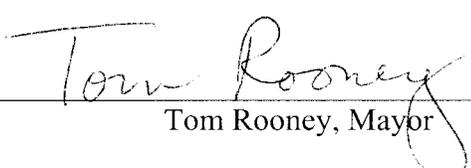
ABSENT: Buske

Passed and Approved this 13th day of March 2012.

ATTEST:



Ginny Cotugno, Deputy City Clerk



Tom Rooney, Mayor



200 E. Palatine Road, Arlington Heights, IL 60004
Phone 847-253-0183 Fax 847-253-1658

Towing And Repairing.....24 Hour Service

March 1, 2012

City of Rolling Meadows City Council
3600 Kirchoff Road
Rolling Meadows, IL 60008

Re: RFIP City Towing Contract

Dear Mayor Rooney & Aldermen:

In response to the City of Rolling Meadows Request for a Proposal, Hillside Auto Body & Services, Inc. submits its Proposal for the City's Towing Contract.

For the past six years, Hillside has provided all towing services to the City of Rolling Meadows. Hillside works cooperatively with the City of Rolling Meadows Police Department in order to satisfy all of the towing needs of the City. This cooperation has developed into a working relationship which allows the Police Department and Hillside to more effectively and efficiently meet the City's towing needs. Furthermore, Hillside looks forward to continuing its relationship with the City and the Police Department.

Please find enclosed a brief presentation of Hillside, including a description of our equipment, and new location. Also enclosed, please find our Proposal for the City's Towing. Please feel free to contact us with any questions or comments.

Very truly yours,

Handwritten signature of James A. Balek, Jr. in cursive.

James A. Balek, Jr.
President

Handwritten signature of Mark E. Balek in cursive.

Mark E. Balek
Vice President

Enclosures

**CITY OF ROLLING MEADOWS
TOWING CONTRACT PROPOSAL SHEET**

The undersigned, having examined the specifications and all conditions affecting the specified project, propose to furnish all supplies, materials, labor and incidental specified for the following price.

The undersigned firm certifies that it is not barred from entering into this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating (720 ILCS 5/33E-1, *et seq.*) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.1-1).

It is further understood that the City reserves the right to reject any and all proposals and to waive any irregularities.

It is further understood that the prices contained herein will remain valid for the term of this Agreement.

I (We) propose to complete the following project as more fully described in the specifications for the following:

<u>Item</u>	<u>Description</u>	<u>Amount 2012</u>	<u>Amount 2013</u>	<u>Amount 2014</u>
1	Tow, auto, light truck (8,000 lb. max.)	\$ 90 ⁰⁰ /tow	\$ 90 ⁰⁰ /tow	\$ 100 ⁰⁰ /tow
2	Flat bed tow	\$ 100 ⁰⁰ /tow	\$ 100 ⁰⁰ /tow	\$ 110 ⁰⁰ /tow
3	Winching with tow (amount additional)	\$ 25 ⁰⁰ /add winch	\$ 25 ⁰⁰ /add winch	\$ 25 ⁰⁰ /add winch
4	Winch only	\$ 80 ⁰⁰ /winch	\$ 80 ⁰⁰ /winch	\$ 90 ⁰⁰ /winch
5	Float or dolly	\$ Flat Bed /float/dolly	\$ Flat Bed /float/dolly	\$ Flat Bed /float/dolly
6	Labor (additional man and truck assist)	\$ 65 ⁰⁰ /hour	\$ 65 ⁰⁰ /hour	\$ 65 ⁰⁰ /hour
7	Standby time	\$ 25 ⁰⁰ /hour	\$ 25 ⁰⁰ /hour	\$ 25 ⁰⁰ /hour
8	Storage charge for passenger vehicle	\$ 35 ⁰⁰ /day	\$ 35 ⁰⁰ /day	\$ 40 ⁰⁰ /day
9	Storage charge for trucks over 8,000 lbs.	\$ 50 ⁰⁰ - 75 ⁰⁰ /day	\$ 50 ⁰⁰ - 75 ⁰⁰ /day	\$ 50 ⁰⁰ - 75 ⁰⁰ /day
10	Heavy duty towing or recovery	\$ 175 ⁰⁰ - 450 ⁰⁰ /hour-vehicle	\$ 175 ⁰⁰ - 450 ⁰⁰ /hour-vehicle	\$ 175 ⁰⁰ - 450 ⁰⁰ /hour-vehicle

I certify that the item(s) proposal is/are in accordance with specifications as noted and that prices quoted are not subject to change.

PROPOSALS ACCEPTED ON THIS FORM ONLY. SUBMIT PROPOSALS TO THE CHIEF OF POLICE IN SEALED ENVELOPE MARKED "TOWING CONTRACT." PROPOSALS TO BE RETURNED NO LATER THAN 5:00 P.M. ON MARCH 6th. 2012

Hillside
Proposal Firm Name

Mark Balch VP
Signed Name and Title

**CONTRACT FOR TOWING SERVICES
WITH THE CITY OF ROLLING MEADOWS**

This contract ("Contract") entered this 13th day of March, 2012, between the City of Rolling Meadows (hereinafter "City") and Hillside Towing (hereinafter "Towing Contractor") for provision of towing services to the City as follows:

1. GENERAL

This contract is for City-initiated towing as set forth in paragraph 2 below.

2. SCOPE OF SERVICES

The Towing Contractor shall furnish all services, labor, equipment, facilities and materials for towing within the corporate limits of the City, at the specific request of the City of Rolling Meadows Police Department (hereinafter "Police Department") for:

- a. Vehicles involved in traffic accidents;
- b. Abandoned vehicles on roadway;
- c. Disabled vehicles;
- d. Abandoned or unclaimed vehicles on private property;
- e. Vehicles seized or impounded as evidence;
- f. Recovered stolen vehicles;
- g. Vehicles involved in crimes;
- h. Vehicles as may be requested to be relocated during a City emergency;
- i. Other vehicles as requested by the City of Rolling Meadows Police Department.

3. FEES

The fees charged by the Towing Contractor shall be as set forth on Exhibit "A" attached hereto and made a part hereof by reference.

4. LIMITATION OF EXTENT OF SERVICE

The City agrees during the term of this Contract to use the services of the Towing Contractor for City-directed towing services except as follows:

- a. Where the Towing Contractor fails to respond within twenty (20) minutes of receiving a tow notification from the City.
- b. Where an emergency situation exists requiring immediate towing services and the authorized City employee at the scene, in his sole discretion, determines that such service can be obtained more quickly from a firm other than the Towing Contractor or the service can be provided with required equipment not offered by the Towing

Contractor.

- c. Where the person or persons who require towing services are not involved in a police emergency and choose another firm.
- d. Where the Chief of Police or his authorized representative determines that the Towing Contractor is not providing towing and impound services in compliance with the standards and conditions of this Agreement and the best interests of the City would be served by utilizing the services of another firm.
- e. Where the Towing Contractor is unable to respond to a service request or provide adequate equipment or competent, licensed, courteous, trustworthy, and sober employees to handle a service request. Where the Towing Contractor fails to respond with and provide work zone safety equipment to its employees, such as proper lighting, safety vests meeting Federal DOT reflective requirements or cannot provide the city with proof of annual training for those assigned to roadway towing responsibilities.

5. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Towing Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Towing Contractor, its employees, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its employees or agents, the Towing Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, employees and agents, in any such action, the Towing Contractor shall, at its own expense, satisfy and discharge the same.
- b. The Towing Contractor assumes full responsibility for its employees and agents for all work performed pursuant to this Contract.
- c. Only competent, courteous, trustworthy, and sober employees will be employed to perform the services required under this Contract.

6. HOURS OF SERVICE

The Towing Contractor will maintain one (1) facility with equipment and labor forces adequate to supply demand, on a full twenty-four (24) hour per day basis every day of the year. The Towing Contractor shall maintain office hours available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday through Friday
Saturday

8:00 a.m. to 5:00 p.m.
9:00 a.m. to 12:00 p.m.

Additionally, the Towing Contractor will have an agent available at all other hours to allow police access to all vehicles towed pursuant to this Contract, and under emergency situations to release a vehicle (release fee will apply during non-business hours). All business hours will apply to the storage facility, which will be the central contact point for both citizens and police personnel.

7. WRECKER AND TOWING EQUIPMENT

- a. The Towing Contractor shall own six (6) tow trucks (appropriately licensed and inspected) in operation at all times. One light duty wrecker with 8000lb winch and boom, including wheel lift. Three flatbed wreckers with wheel lifts. One 75 ton rotator crane with heavy duty underlift. One 25 ton wrecker with underlift.
- b. The Towing Contractor shall ensure that all vehicles must be equipped with 2-way radio communications (not including citizen's band) and have 24-hour radio communication dispatch operations. The use of cellular telephones will also satisfy the requirement for 2-way radio communications. The Towing Contractor shall provide current telephone numbers to the Police Department. The cellular telephone must be in the tow truck and activated while towing for the City.
- c. Each wrecker will be required to carry the full complement of service items and insurance as outlined in 625 ILCS 5/12-606.
- d. The Towing Contractor shall ensure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), yellow oscillating or flashing light bars, broom bucket and shovel, a minimum of 2" letters on doors of vehicles stating name, address, and phone number of tow company, auxiliary tail light hook-ups on every tow truck for towed vehicles, and meet all other requirements as promulgated by the Illinois Vehicle Code regarding tow truck equipment.

8. REMOVAL OF DEBRIS

When there is debris, shattered glass, liquid spills, or other material from wreckage at the site of an accident, the Towing Contractor shall remove such material from the thoroughfare; also, when needed, provide sand or proper material to absorb liquid spills as per 625 ILCS 5/11-1413.

9. POLICE VEHICLE TOWS/STORAGE

- a. The Towing Contractor will provide towing services to the Police Department at no charge to the City. These tows may consist of squad vehicle tows, vehicles towed for evidentiary purposes or vehicles seized or impounded.
- b. The Towing Contractor shall not charge the City storage charges for vehicles stored as a result of towing a vehicle under paragraph 9(a).
- c. When a tow is requested by the Police Department for evidentiary purposes and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner shall be required to pay for only one tow.
- d. Any towed vehicle on which the police have placed a hold will not be released, serviced, inspected, repaired, contracted for service or repair, or have personal property on or within the vehicle removed from it without signed release from the Police Department. Any vehicle impounded or seized for evidentiary purposes shall be deemed to have a "hold" on it.
- e. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, the Towing Contractor will cancel all charges to the vehicle owner at the request of the Police Department.
- f. The Towing Contractor will process unclaimed and abandoned vehicles as outlined in the Illinois Vehicle Code and the Municipal Code of the City and maintain all appropriate records as specified by these statutes and ordinances.
- g. The Towing Contractor will tow hazardous and abandoned vehicles within twenty-four (24) hours upon request of the Police Department.

10. OTHER CONTRACT PROVISIONS

- a. The Towing Contractor will be expected to respond to any call within a maximum twenty (20) minutes.
- b. The Towing Contractor shall maintain a paved, fenced, alarmed secured site for the storing of a minimum of seventy-five (75) vehicles which are towed pursuant to this Contract, and said area must meet all state, county, and municipal law and/or ordinances applicable to the storage site jurisdiction. The storage facility must be located within five (5) miles of the corporate limits of the City. If the Towing Contract or storage premises are in violation of any zoning or building code regulation, the City may terminate this Contract immediately.

- c. The Towing Contractor will immediately provide the Police Department with the following information on each tow truck operator employed on the date of this Contract, and any operator hired during the term of the Contract:
1. Name;
 2. Address;
 3. Date of birth;
 4. Driver's license number, state and classification.
- d. This Contract between the City and the Towing Contractor does not exempt the Towing Contractor, any of Towing Contractor's employees from any state, county or municipal laws or ordinances, including applicable provisions of the State Ethics Act. Violations of the State Ethics Act are cause for immediate termination of this contract.
- e. The Towing Contractor shall have available printed fee schedules as stipulated in this Contract for dissemination upon demand to person(s) being serviced under this Contract. Additionally, a printed copy of the fee schedule stipulated in this Contract shall be posted in plain view to the public at the Towing Contractor's place of business and the fee schedule will be printed on the payment receipts issued by the Towing Contractor to customers of the Police Department-related tows.
- f. The Towing Contractor will maintain a separate tow log or other acceptable record keeping system for the Police Department that will include the following information.
1. Time, date, location of tow (from and to), hold information if applicable, and officer authorizing the tow, and police report number.
 2. Make, model, vehicle registration, and vehicle identification number of the towed vehicle.
 3. Itemized billing of basic tow charge, special tow charges, storage charges, and vehicle repair charges, if any;
 4. Signed release form completed by person claiming vehicle.
- Items 1 and 2 above will be maintained in a separate log book. All police-related records will be open at any time for inspection by the Police Department.
- g. Towing Contractor shall not, in whole or in part, assign, delegate or subcontract the towing services to be provided the City as set forth herein.

- h. Service under this Contract is to be rendered only upon request of the Police Department. The Towing Contractor, upon notification by the Police Department, shall immediately send a tow truck to the designated location and, at the direction of the police officer in charge at the scene, shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Towing Contractor's lot, for the price specified in this Contract.
- i. The Towing Contractor shall furnish the Police Department with the names and drivers license numbers of all other persons and agencies with whom/which the Towing Contractor has a towing contract or agreement when this Contract becomes effective, and any other contracts entered into by the Towing Contractor during the term of this Contract. During the term of this Contract, Towing Contractor shall not engage in relocation towing services.

11. DISPOSITION OF UNCLAIMED VEHICLES

All unclaimed vehicles shall be processed pursuant to the requirements of 625 ILCS 5/4-201 through 5/4-214 of the Illinois Vehicle Code.

- a. The Towing Contractor shall provide the Police Department with an inventory and status report of all police-related towed vehicles that are still in the custody of the Towing Contractor at the end of the month, on or before the tenth day of the next month. Failure to notify the Police Department of a vehicle impounded by the Police Department and not approved for release will limit the vehicle owner's responsibility to only the first thirty (30) days of storage fees.
- b. The Towing Contractor will also be responsible for contacting the owner and/or insurance agent for removal of vehicles, which have been towed to the facility of the towing Contractor as a result of an accident. If after thirty (30) days the Towing Contractor has been unable to contact the owner and/or insurance agent, the Towing Contractor will notify the Police Department Abandoned Auto Processing Officer to begin proceedings to process the vehicle as an unclaimed auto.
- c. The Towing Contractor shall allow owners of towed vehicles to remove personal property from the vehicle (with the exception of HOLD vehicles). The owner will also be allowed to remove the license plates from the vehicle.
- d. Cash or certified checks are to be accepted methods of payment for Towing Contractor's services by individuals who have had their vehicles towed and/or stored by Towing Contractor. Acceptance of personal checks is at the discretion of the Towing Contractor. Contractor agrees to accept credit card payments from customers upon their request.
- e. The Towing Contractor shall be solely responsible for the collection of towing and storage fees from the owner or driver of the towed vehicles.

12. CONTRACTOR'S LIABILITY INSURANCE

Insurance

The Towing Contractor shall not commence work under this Contract until he has obtained all insurance required under this Section and such insurance has been approved by the City. The Towing Contractor shall maintain all insurance required under paragraphs a through d of this Section for two years after the term of this Contract.

The Towing Contractor will provide Certificates of Insurance evidencing the following types and limits of insurance. The Certificates of Insurance will specifically include each of the requirements noted below. Each insurance company shall be acceptable to the City. All insurance noted below will not be canceled, reduced or materially changed without providing the City with thirty (30) days advance notice, via certified mail.

- a. Commercial General Liability including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Contractual Liability insurance, an amount not less than \$1,000,000 occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy shall be delivered to the City upon acceptance of this Contract. Garage Keepers insurance to be substituted for General Liability as noted under Special Conditions.
- b. Automobile Liability insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- c. Towing Contractor shall provide evidence of Umbrella or Excess Liability Coverage of \$2,000,000.
- d. Worker's Compensation is to be provided as required by law, by an insurance company licensed to write Worker's Compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease - policy limit, and \$500,000 - each employee.
- e. Insurance Rating - All insurance policies required by this Contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.
- f. A Certificate of Insurance shall be delivered to the City upon acceptance of this Contract as evidence of coverage with the City named as an additional insured and its elected and appointed officials, officers, employees and agents.

13. CONTRACT TERMINATION

The City and the Towing Contractor reserve the right to terminate the contract at any time

upon thirty (30) days advance notice to the other party. Failure of the Towing Contractor to perform any aspect of this Contract properly and/or fail to provide good treatment to the general public, and/or fail to promptly respond to calls for service as solely determined by the City and such failure is without good reason will be cause for immediate termination of the contract without a thirty (30) day advance notification. The City's entering into this Contract will be looked upon by the City as a trust, and the Towing Contractor will be required to give high quality service and treatment to the City.

14. PERFORMANCE EVALUATION AND CUSTOMER SATISFACTION

- a. The satisfaction (customer service) of the members of the public who utilize the services of the Towing Contractor shall be of primary importance, along with other factors such as response times, condition of equipment, cooperation with the City and ability to adhere to the terms of this Contract with the City.
- b. The Towing Contractor, its agents, employees and subcontractors shall conduct business in an orderly, respectful, ethical manner and use every means to gain the confidence of the public.
- c. The Towing Contractor will provide a customer complaint form to all unsatisfied customers. The complaint form shall be provided to the customer who has a disagreement or complaint regarding a police tow, whether it be for unnecessary damage caused to their vehicle, missing property and/or questioning fees of the Towing Contractor.
 1. The customer may fill out the complaint form and return it to the Police Department front desk.
 2. The Police Department will attempt to rationally and professionally bring to a conclusion the complainant's grievance.

15. NON-EXCLUSIVITY

This Contract is a non-exclusive contract with the City. The City reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this Contract. Performance of work by others shall be construed as being consistent with the terms of this Contract and shall not be cause for the Towing Contractor to cease performance of work as directed.

16. TERM

This Contract shall be for a term of three (3) years commencing on the date of the Contract. With agreement from both parties the contract can be extended for (12) twelve months.

17. GOVERNING LAW

The laws of the State of Illinois shall govern this Contract.

18. NOTICES

The notices required by this Contract shall be effective when in writing received by the other party via certified mail, return receipt requested, or by delivering the same in person or to such party or by prepaid telegram or private overnight courier, when appropriate, addressed to the party to be notified. All notices to the respective parties shall be sent to:

If to the City: City Clerk
 City of Rolling Meadows
 3600 Kirchoff Road
 Rolling Meadows, Illinois 60008

If to Towing Contractor: Hillside Towing
 200 E PALATINE RD
 120 W UNIVERSITY DR
 ARLINGTON HTS IL 60004

19. PREVAILING PARTY

In the event that any legal proceeding or litigation shall be commenced with respect to a breach of this Contract or a material default in the performance of the obligations hereunder, the prevailing party in such proceedings shall be paid all reasonable fees and expenses incurred in such proceedings, including, without limitation, any and all reasonable attorneys' fees incurred by said prevailing party.

20. MODIFICATION

No provisions of this Contract shall be modified or amended except by an instrument, in writing, duly executed by the parties hereto.

21. PARTIAL INVALIDITY

If any term or provision of this Contract shall be held invalid, illegal, or unenforceable, the remainder of this Contract shall not be affected thereby, and each term or provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

22. BINDING EFFECT

This Contract shall be binding and enforceable on the parties hereto and shall inure to and be binding on the parties and any successors or assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by duly authorized corporate officers and have caused their corporate seals to be hereunto affixed on the day and year first above written.

CITY OF ROLLING MEADOWS

TOWING CONTRACTOR

Tom Rooney
Mayor

By: Mark Bales
Its: VP

Attest:

Genny Coluzo
City Clerk

Attest:

By: James D. Bales, Jr.
Its: SEC