



CITY COUNCIL ACTION REPORT

September 9, 2009

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Susan A. Leirstein, Purchasing Director
Gary G. Mayer, Chief of Police
Timothy L. Richnak, Public Works Director

SUBJECT: Standard Purchasing Resolution 8 – Best Value Award
Towing Services

Background

On July 23, 2009, request for proposals were received for three (3) year requirements of Towing Services with an option to renew for three (3) additional years. Even though pricing was submitted at this time, it was sealed in a separate envelope, retained by the Clerk's Office and opened publicly on August 12, 2009. Therefore, phases one (1) through three (3) of the evaluation process could be completed before the pricing was revealed.

A Request for Proposal (RFP) was sent to forty three (43) towing companies through the Michigan Intergovernmental Trade Network (MITN) e-procurement website at www.mitn.info. RFP's were received from three (3) towing companies; all three (3) towing companies met the pass/fail criteria established for towing services.

The towing contract is maintained by the Police Department and is also utilized by the Fleet Maintenance Division. In general, towing services are used for the following reasons:

- Removal of vehicles from traffic crash scenes, or when impeding or creating a hazard.
- Impoundment of vehicles from the scene of an arrest.
- Towing or moving of City owned vehicles for service, repair, or when disabled.

The City of Troy does not have its own wreckers to provide this service. The City maintains a towing contract to set and oversee the pricing of services provided to our citizens and those who may have an emergency while in the limits of the City of Troy

The three (3) companies were evaluated by a City evaluation team and each team member independently calculated a weighted score based on their review of the proposals and storage facilities. These individual scores were averaged into one score for each company, comprising sixty (60) percent of their final score.

The pricing portion of the RFP was then opened in a public opening on August 12, 2009. The score from the pricing phase was calculated using a standard weighted formula, comprising forty (40) percent of each bidder's final score.

September 9, 2009

To: John Szerlag, City Manager
Re: Best Value Award – Towing Services

Background (continued)

Coleman’s Towing is the overall best value and the lowest cost proposal; they have provided towing services to the City for more than twenty (20) years. Coleman’s towing and storage facility is based in Troy. They have agreed to six-month periodic comprehensive performance reviews of their services and financial matters. The City shall be the sole judge of inadequate performance under the agreement.

Troy enhances the livability and safety of the community by minimizing the cost to our citizens and those traveling through the City of Troy. It is essential that those who serve the community maintain a good image with our citizens and the general motoring public by providing a service that represents the values of our City government.

Financial Considerations

- The contractor is only paid for services rendered based on the unit prices contained in the tabulation.
- There is no commitment by the City for a minimum or maximum contract amount by entering into an agreement with Coleman’s Towing.
- The majority of fees for services will be paid for by citizens, people traveling through the City of Troy, and automobile insurance companies.
- The City of Troy will be responsible for fees on City owned vehicles towed at the request of City of Troy personnel.
- The Police Department budget includes funds for towing services that are required for the towing of Police vehicles as well as for vehicles seized for forfeiture.

Legal Considerations

- RFQ/RFP-COT 09-24 for Towing Services was competitively bid as required by City Charter and Code.
- The award is contingent upon contractor’s submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

Recommendation

Staff recommends awarding a three-year contract for Towing Services with an option to renew for three (3) additional years to the best value and lowest cost proposal submitted by Coleman’s Towing of Troy, Michigan at unit prices contained in the tabulation opened August 12, 2009, a copy of which shall be attached to the original Minutes of this meeting.

Where legal review is necessary:

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Date



EXECUTIVE SUMMARY

TOWING SERVICES

STATISTICS:

- ◆ **Forty-three (43) companies were notified via the MITN e-procurement website**
- ◆ **Three (3) proposals were received**
- ◆ **All three (3) companies met the pass/fail criteria**
- ◆ **The City's evaluation team visited all three (3) companies storage yard locations**
- ◆ **Coleman's Towing & Recovery Inc received the highest scores as a result of a best value process**

The following three (3) companies received the indicated final scores as a result of the proposal, pricing and site visit selection criteria. Site visits were conducted at all four company locations.

Company	SCORE
Coleman's Towing & Recovery Inc.	86
A & M Service Center Inc.	67
Bob Adams Towing / Byers Wrecker Service	49

Attachments:

- ✓ Weighted Final Scoring Including Proposal, Site Visit and Pricing Scores
- ✓ Evaluation Selection Process
- ✓ Original Tabulation



WEIGHTED FINAL SCORING
TOWING SERVICES

City of Troy Final Score Calculation:

$$\begin{aligned}
 &40\% \times \text{Price Score} \\
 &30\% \times \text{Site Visit Score} \\
 &\underline{30\% \times \text{Proposal Score}} \\
 &100\% \qquad \qquad \qquad = \text{Final Weighted Score}
 \end{aligned}$$

In order to equate the price to the weighted evaluation process scoring, the prices had to be converted into a score with the base of 100. **NOTE:** Vendors are listed in the order of their summary score for both proposal and the site visit, from highest to lowest. For the price score, vendors are listed in the order they appeared in the summary. For the final score and cumulative score the vendors are listed in the order of rating from highest to lowest.

Weighted Average Score for Proposals: 30% - Phase 2

Raters:	1	2	3	Average	Final Weighted Score (x .30)
Vendors:					
A & M Service Center Inc.	96	98	95	96	96 x .30 = 29
Bob Adams Towing / Byers Wrecker Service	87	95	98	93	93 x .30 = 28
Coleman's Towing & Recovery Inc.	77	83	100	87	87 x .30 = 26

Weighted Average Score for Site Visit: 30% - Phase 3

RATERS	1	2	3	Average	Final Weighted Score (x .30)
Vendors:					
A & M Service Center Inc.	78.5	88	78	81.5	81.5 x .30 = 24
Bob Adams Towing / Byers Wrecker Service	66.5	65	82	71	71 x .30 = 21
Coleman's Towing & Recovery Inc.	51.5	68	82	67	67 x .30 = 20

Summary: Proposal and Site Visit Scores

	Proposal Score	Site Visit Score	Score
Vendors:			
A & M Service Center Inc.	29	24	53
Bob Adams Towing / Byers Wrecker Service	28	21	49
Coleman's Towing & Recovery Inc.	26	20	46

Weighted Average Score for Price: 40% - Phase 4

	Weighted Criteria - [1-(Proposal Price - Lowest Proposal Price) / lowest proposal price] x available points	Final Weighted Score (x .40)
Vendors:		
A & M Service Center Inc.	{1-(232,918 - 140,673)/140,673} x 100 = 34	34 x .40 = 14
Bob Adams Towing / Byers Wrecker Service	{1-(303,509 - 140,673)/140,673} x 100 = 0	0 x .40 = 0
Coleman's Towing & Recovery Inc.	{1-(140,673 - 140,673)/140,673} x 100 = 100	100 x .40 = 40



FINAL SCORE:

VENDORS:	Coleman's Towing & Recovery Inc	A & M Service Center	Bob Adams Towing / Byers Wrecker Service
Proposal Score	26	29	28
Site Visit Score	20	24	21
Price Score	40	14	0
FINAL SCORE	86	67	49

**HIGHEST RATED VENDORS – RECOMMENDED AWARD

G:/ Bid Award 08-09 New Format / Best Value SR8 – RFP – Purchasing – Towing Services – WeightedRatingSummary 08.09.doc



SELECTION PROCESS

Towing Services
Page 1 of 1

CRITERIA FOR SELECTION

The identified Committee will review the proposals. The City of Troy reserves the right to award this proposal to the company considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength and capacity of the company
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: Minimum Qualifications Evaluation (Pass / Fail)

Companies will be required to meet minimum established criteria in order to go to the second phase of the process.

Phase 2: Evaluation of Proposals (30%)

Each Committee member will independently use a weighted score sheet to evaluate the proposals; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each company for this phase of the process.

Phase 3: Site Visit Evaluation Process (30%)

The City Committee will use a weighted score sheet to evaluate the Company Facilities at the time of the site visit. Each Committee Member will calculate a weighted score. The scores of all the Committee Members will be averaged into one score for each bidder for this phase of the process.

Phase 4: Price (40%)

The separately sealed envelope containing the pricing pages for each company will be opened only upon the company's successful completion of Phases 1 – 3, and only after all final evaluation forms / rating sheets have been submitted to the City's Purchasing Department. Purchasing will compile all scores to determine the highest rated company.

Points for price will be calculated as follows:

FORMULA: $\{1 - (\text{Proposal Price} - \text{Lowest Proposal Price}) / \text{lowest proposal price}\} \times \text{available points}$

Phase 5: Final Scoring and Selection

The company with the highest final weighted score will be recommended to the Troy City Council for Award.

30% Proposal Score (100 point base)
30% Site Visit Score (100 point base)
40% Price Score (100 point base)
100%

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.

FIRM NAME:

Coleman's Towing & Recovery, Inc	A & M Service Center Inc.	Bob Adams Towing / Byers Wrecker Service
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PROPOSAL: TO PROVIDE TOWING SERVICES TO THE CITY OF TROY

ITEM	ESTIMATE	SERVICE - PRIVATE VEHICLES	UNIT COST	UNIT COST	UNIT COST
1	2200	Vehicles up to 5,000 lbs. (Accidents and Impounds)	\$ 48.00	\$ 85.00	\$ 115.00
2	250	Vehicles over 5,001 lbs. (Accidents and Impounds)	\$ 48.00	\$ 85.00	\$ 115.00
3	5	Vehicles over 10,000 lbs.	\$ 195.00	Based on 2 Hour Min \$ 175.00	Charge per Hour \$ 250.00
4	5	Accident vehicles over 10,000 lbs.	\$ 195.00	Based on 2 Hour Min \$ 175.00	Charge per Hour \$ 250.00
5		Straight pick-ups (re-location of vehicles)			
5a.		Vehicles up to 10,000 lbs.	\$ 70.00	\$ 55.00	\$ 90.00
5b.		Vehicles over 10,001 lbs.	\$ 85.00	Based on 2 Hour Min \$ 75.00	Charge per Hour \$ 85.00
6		Tows from and/or to locations more than 5 miles outside of the City of Troy: amount per mile in addition to the basic towing fee	\$ 3.00 (per mile)	\$ 3.50 (per mile)	\$ 5.00 (per mile)
7		Service calls within the City of Troy			
7a.		Vehicle jump-start	\$ 40.00	\$ 55.00	\$ 55.00
7b.	50	Vehicle lock-out	\$ 45.00	\$ 55.00	\$ 50.00
7c.	200	Return vehicle to roadway	\$ 55.00	\$ 55.00	Chrgd by 20 min increments under 10,000 GVWR \$ 45.00
7d.		Tire change (per tire)	\$ 45.00	\$ 55.00	\$ 65.00
7e.		Service call- other (separate cars, etc.)	\$ 55.00	\$ 55.00	\$ 55.00
8		Additional dolly (charge not allowed for flatbed)	\$ 45.00	N/C	\$ 75.00
9		Labor charge per man hour for on scene, additional or standby personnel (per man hour)	\$ 45.00 (per man hour)	\$ 45.00 (per man hour)	\$ 75.00 (per man hour)
10		Storage fee per day- Standard parking	\$ 14.00	\$ 15.00	\$ 20.00
10a.		Storage fee per day- Oversize parking	\$ 26.00	\$ 20.00	\$ 60.00
		ESTIMATED TOTAL: SERVICE - PRIVATE VEHICLES	\$ 132,800.00	\$ 223,750.00	\$ 295,750.00

ITEM	ESTIMATED	SERVICE - CITY OWNED VEHICLES	UNIT COST	UNIT COST	UNIT COST
1	160	Vehicles up to 12,000 GVWR (includes accidents)	\$ 30.00	\$ 35.00	\$ 30.00
2	10	Vehicles 12,001 – 16,000 GVWR (includes accidents)	\$ 65.00	\$ 75.00	\$ 30.00
3	10	Vehicles 16,001 – 80,000 GVWR Includes Off Road Equipment / accidents	\$ 65.00	\$ 125.00	Charge per Hour \$ 125.00
4	4	Remove Each Axle Shaft and / or Drive Shaft	\$ 20.00	\$ 25.00	N/C
5	7	Tows from and/or to locations more than 10 miles outside of the City of Troy: amount per mile in addition to the basic towing fee	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
6	12	Road Service within Troy including jump starts	\$ 30.00	\$ 35.00	\$ 30.00
6a.		Additional dolly (charge not allowed for flatbed)	\$ 30.00	N/C	\$ 30.00
6b.		Labor charge per man hour for additional man-power	\$ 40.00 (per man hour)	\$ 25.00 (per man hour)	\$ 30.00 (per man hour)
6c.	15	On-road tire replacement (Road Call)	\$ 35.00	Under 10,000 GVW \$ 35.00	Vehicles 5,000 GVWR and Less \$ 30.00

Opening Date -- 8/12/09
 Date Reviewed -- 8/12/09

CITY OF TROY
 TABULATION
 TOWING SERVICES - PRICE ONLY

FIRM NAME:

Coleman's Towing & Recovery, Inc	A & M Service Center Inc.	Bob Adams Towing / Byers Wrecker Service
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PROPOSAL: TO PROVIDE TOWING SERVICES TO THE CITY OF TROY

ITEM	ESTIMATE	SERVICE - CITY OWNED VEHICLES	UNIT COST	UNIT COST	UNIT COST
7		Transport vehicle to Out of Troy Auction Sites or dealers, etc. – amount per mile in addition to the basic towing fee as follows:			
7a.		Cars, Vans and Pick-ups	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
7b.		Vehicles/equipment from 12,000 to 16,000	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
7c.	4	Vehicles/ equipment from 16,001 GVWR and over	\$ 3.00 (per mile)	\$ 3.00 (per mile)	\$ 4.00 (per mile)
8		Vehicle requiring assistance to place back on roadway (stuck) as follows:			
8a.	6	Cars, Vans, and Pick-ups	\$ 40.00	\$ 35.00	\$ 30.00
8b.		Vehicles/ equipment from 12,001 - 16,000	\$ 65.00	\$ 55.00	\$ 60.00
8c.	3	Vehicles/ equipment from 16,001 – 80,000 GVWR including construction equipment	\$ 150.00	\$ 75.00	\$ 125.00
9	1	Towing two (2) vehicles with one (1) Truck	\$ 85.00	\$ 55.00	Mileage chrg only on second vehicle - no hook up
<i>ESTIMATED TOTAL: SERVICE - CITY OWNED VEHICLES</i>			\$ 7,873.00	\$ 9,168.00	\$ 7,759.00
ESTIMATED GRAND TOTAL: PRIVATE AND CITY OWNED VEHICLES			\$ 140,673.00	\$ 232,918.00	\$ 303,509.00

based on items with an estimated annual count only

Susan Leirstein CPPB
 Purchasing Director

ATTEST:

Cheryl Stewart

Russell Weipert

Linda Bockstanz

Julie Hamilton

AGREEMENT FOR TOWING SERVICES

This Agreement is entered into this _____ day of September, 2009, between the City of Troy, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, (hereinafter referred to as "CITY") and Coleman's Towing & Recovery, Inc., 1871 Birchwood, Troy, Michigan 48083, (hereinafter referred to as "CONTRACTOR").

RECITALS

- A. WHEREAS, CITY finds it necessary to utilize the services of CONTRACTOR for towing and/or storage of vehicles where the Troy Police Department is on the scene either because of an accident or incident, or because a vehicle is interfering with the orderly flow of traffic; and
- B. WHEREAS, CITY desires that services and charges for towing and/or storage be consistent to vehicle owners, whether the owners desire that their vehicles are towed to CONTRACTOR'S vehicle storage yard and/or facility or a dealership or another location other than CONTRACTOR'S vehicle storage yard and/or facility; and
- C. WHEREAS, CITY will be recommending the CONTRACTOR for towing and/or storage services at the scene, and that but for that recommendation, the CONTRACTOR might not be towing and/or storing the vehicle;

D. WHEREAS, it is important for the reputation of the CITY and CONTRACTOR that prices charged for the towing and/or storage of a vehicle from a scene where a Troy police officer has recommended CONTRACTOR, be consistent for all referrals by the Troy Police Department and within the terms of this Agreement; and

E. WHEREAS, the CITY wishes to engage CONTRACTOR to provide these services;

Now, therefore, in consideration of the covenants and agreements contained herein, CITY and CONTRACTOR agree as follows:

1. SCOPE

A. The term "CONTRACTOR" as used in this Agreement shall mean Coleman's Towing & Recovery, Inc., as incorporated in the State of Michigan under Corporate ID No. 243205 only. Affiliates or assumed names entities are not parties to this Agreement. Use of subcontractors, affiliates or assumed name entities, without the prior approval of the Troy Police Department or the Troy Department of Public Works-Fleet Division on each specific occasion that CONTRACTOR requests use of a subcontractor, affiliate or assumed name entity, shall result in termination of this Agreement.

B. The term "wrecker" in either this Agreement or any related document shall mean "tow truck".

C. During the term of the Agreement, CONTRACTOR shall provide services as defined in CITY'S Request for Proposal (RFQ-REQUEST FOR PROPOSAL 09-24) documents, including but not limited to the Instructions and Specifications – Part I and Part II and CONTRACTOR'S Response to Request for Proposal (including, but not limited to any

e-mails). All such documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The CONTRACTOR shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in the Proposal and this Agreement in strict accordance with the scope of work and other documents which have been made a part of this contract in the manner, time, and place as therein set forth. The required services are generally described as follows:

- A. Removal, impounding and/or storage of automobiles, abandoned or illegally parked vehicles, non-drivable vehicles at accident scenes; impounding vehicles related to arrest; towing of City owned vehicles for any reason; and the towing or storage of any vehicle as directed by the Troy Police Department or the Troy Department of Public Works-Fleet Division.
- B. Service calls for vehicle lock-outs, returning of vehicles to the roadway, tire replacement, jump starts and similar on road services.
- C. Towing of vehicles to locations within and outside of the City as designated by CITY, the Troy Police Department, and Troy Department of Public Works – Fleet Division or the owner / operator of the vehicle being towed.
- D. Clearing of all debris from the scene as part of towing service.

CITY shall have the complete discretion to determine whether or not to contact CONTRACTOR for services under this Agreement; however, if any of the services listed above are needed the Troy Police Department shall contact CONTRACTOR, unless a

private citizen specifically requests the services of another provider. CITY has the complete discretion to determine whether or not a vehicle is illegally parked, or abandoned.

2. LOCATION OF STORAGE YARD AND/OR FACILITY. CONTRACTOR shall maintain a storage yard and/or facility at 1871 Birchwood, Troy, Michigan 48083. This storage yard and/or facility shall not be relocated without the prior written consent of the CITY. No other storage yard and/or facility shall be used for vehicles towed or stored under this Agreement with the exception of vehicles towed to the CITY'S storage facility and/or City-owned vehicles when CITY has requested that they be stored in a different facility.

3. HOURS AND AVAILABILITY: CONTRACTOR shall provide towing and/or storage services 24 hours per day, 7 days per week. The CONTRACTOR shall supply the Troy Police Department and the Troy Department of Public Works – Fleet divisions with one telephone number which will be used for all towing and/or impound requests. Requests for services from the Troy Police Department or the Troy Department of Public Works-Fleet Division shall have priority over all other calls for service. CONTRACTOR shall respond to the scene within twenty (20) minutes. If CONTRACTOR is unable to respond to the scene within twenty (20) minutes, CONTRACTOR must inform the police officer, police dispatch center or the city employee in charge at the scene of this fact at the time of the initial call in. In cases where the CONTRACTOR states he/she is unable to respond within twenty (20) minutes, the police officer, or city employee in charge at the scene will have the right to obtain these services from a secondary service provider. The

CONTRACTOR will be charged the difference between his/her contracted rates and the rates charged by the secondary service provider in the event of an upcharge.

If CONTRACTOR does not respond within twenty (20) minutes and does not inform the police officer, police dispatch center or city employee in charge of the scene of the delay at the time of the initial call in, the police officer or city employee in charge of the scene has the right to call on the services of a secondary provider. The police officer or city employee in charge of the scene has the sole discretion to determine whether or not the required response time has been met. In the event the CITY has determined that the CONTRACTOR did not respond within the designated time frame, the CITY in its sole discretion reserves the right to hold the CONTRACTOR in default of contract.

In cases of emergency as determined by the CITY in its sole discretion, or when CONTRACTOR or a secondary service provider is unable to provide services as delineated in this Agreement, the CITY reserves the right to obtain services from other providers. CONTRACTOR will be charged the difference between the contracted rates and the rates charged by the other service providers in the event of an upcharge.

4. POLICE OFFICER OR CITY EMPLOYEE IN CHARGE AT SCENE: Whenever CONTRACTOR is responding to a call from the Troy Police Department or the Troy Department of Public Works – Fleet Division, the police officer or city employee in charge of the scene shall have supervision over the disposition of the vehicle(s) up to and including transportation of the city owned and non-city owned vehicle(s) to CONTRACTOR'S or CITY'S storage yard and/or facilities or, upon direction by the city employee or owner/operator(s) of the vehicle to any other facility, including those

outside of the City of Troy. CONTRACTOR, through its driver / operator, shall give full and complete cooperation to the officer(s) at the scene, unless dismissed by the officer(s). This includes, but is not limited to CONTRACTOR's obligation to cooperate with the police officer(s) or the vehicle owner/ operator's directions concerning towing to a facility.

5. PERSONNEL: Wrecker operators shall be qualified, trained employees of CONTRACTOR. At all times, CONTRACTOR shall have a minimum of two (2) wrecker operators on duty and available between the hours of 7:00 a.m. and 2:00 a.m. Between the hours of 2:00 a.m. and 7:00 a.m. at least one (1) wrecker operator shall be on duty and available, and at least one (1) other wrecker operator shall be on call and available to respond within twenty (20) minutes of being called.

CONTRACTOR'S employees shall act courteously, responsively and responsibly towards the vehicles owner and/or agent of each vehicle towed, stored, and/or impounded at the direction of CITY.

CONTRACTOR'S employees shall cooperate with the CITY in handling inventory and recording of criminal evidence and personal property when requested by the employees of the Troy Police Department. When requested to do so, CONTRACTOR's employees shall provide information regarding any and all vehicles towed, stored or impounded by the Troy Police Department to the designated employee of the Troy Police Department. A designated Troy Police Department representative shall also have access to the storage yard and/or facility at all times.

CONTRACTOR'S employees shall ensure that no part is removed from any vehicle towed for the Troy Police Department unless the impounding officer or his/her designee specifically authorizes that removal.

CONTRACTOR shall be responsible for staffing each wrecker under its care and custody, including those owned, leased, or rented equipment, with an operator who shall:

- A. Not have a history of substance abuse;
- B. Be able to communicate fluently using the English language;
- C. Be free of any disabilities which would preclude him or her from performing the required tasks;
- D. Be trained in the proper handling of vehicles so as not to cause undue damage; and
- E. Be licensed to carry out the required tasks.
- F. Have their name visible on their work apparel, as well as supply their name when requested by City personnel or the owner/operator.

CONTRACTOR, upon request from the CITY, shall allow access to all driver qualification files as required under the provisions of the Commercial Drivers License statute. CONTRACTOR shall provide a list of all drivers, (including all drivers hired after the execution of this Agreement), and their driver's license numbers upon execution of this contract, and within ten (10) days after a new hire. CONTRACTOR shall also provide a detailed listing of all training received by each driver/ equipment operator and a summary of their experience both with the CONTRACTOR and also with previous employers. All personnel operating any vehicles for the CONTRACTOR under this

Agreement shall comply with all federal, state operator's licensing statutes and regulations and City of Troy ordinances, including, but not limited to the Motor Vehicle Code and the Motor Carrier Safety Act, if applicable.

6. LICENSING OF FACILITY AND SERVICE: CONTRACTOR shall be and remain licensed by the Michigan Public Service Commission ("MPSC") for the transportation of wrecked or disabled vehicles within the City of Troy and other points of the State. The CONTRACTOR must also possess all other licenses or permits required by the state or federal government for the operation of a wrecker or storage yard within the City of Troy or elsewhere as may be required to fulfill the Agreement. Termination and/or expiration of any licenses under this section shall result in immediate termination of this Agreement.

7. EQUIPMENT: CONTRACTOR shall have no less than two (2) wreckers available 24 hours per day, 7 days per week. CONTRACTOR shall provide and maintain equipment as outlined below:

Minimum Number	Type of Vehicle	Response Time
1	Light Duty wrecker	20 minutes
2	Flat beds	20 minutes
2	Medium Duty wreckers	45 minutes
1	Heavy Duty wrecker	45 minutes

Equipment may be rented or leased from other contractors. Use of subcontractors, affiliates or assumed name entities, without the prior approval of the Troy Police Department or the Troy Department of Public Works-Fleet Division on each specific occasion that CONTRACTOR requests use of a subcontractor, affiliate or assumed name entity, shall result in termination of this Agreement.

All vehicles shall be equipped as described in Request for Proposal - Instructions and Specifications – Part I and Part II.

CITY reserves the right to hire specialized equipment outside of this Agreement, when needed, including but not limited to, mobile cranes, or other heavy rescue equipment.

CONTRACTOR shall allow the Troy Police Department and the Troy Department of Public Works – Fleet Division to conduct at least one annual safety inspection on each piece of equipment used to fulfill this Agreement. CONTRACTOR shall also allow additional inspections, in CITY'S discretion, if deemed necessary by the Troy Police Department and/or the Troy Department of Public Works – Fleet Division.

All vehicles and equipment operated for towing under the terms of this Agreement shall be in compliance with qualifications, equipment, size, weight and load restrictions of the Motor Vehicle Code and/or the Motor Carrier Safety Act, if applicable, and any State statutes, federal statutes or regulations and/or Troy ordinances. Failure to comply with this provision may result in the vehicle being placed out of service pursuant to State statute, federal statute and regulations or City ordinances and may result in a default under this Agreement.

8. SERVICE CALL CANCELLATION: CITY reserves the right to cancel a request for the services of the CONTRACTOR at any time, including up to the time of hook-up or loading, without either CITY or owner/operator of the vehicle incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and, in the opinion of the officer in charge of the scene, the vehicle can be safely moved by the

owner, no charge will be made. CONTRACTOR agrees that the mere response to a service call does not rise to the level of a service call for which charges are applicable.

9. CONDITION OF THE SCENE: CONTRACTOR shall be responsible for the clearing of vehicles and all other debris from the scene as directed by the officer in charge or as is necessary for the safety of other motor vehicles. Clean up costs, including labor and the use of materials shall be included in the towing fee. No additional charges of any type may be included on the invoice unless those charges are pre-approved by the police officer or Department of Public Works –Fleet Division employee on the scene. Any invoice shall specify the name of the individual authorizing the charges and the type of services provided.

10. VEHICLE STORAGE AND STORAGE YARD AND/OR FACILITY; PUBLIC INFORMATION SIGNAGE; HOURS OPEN TO THE PUBLIC AND REQUIRED

PAPERWORK: CONTRACTOR shall be responsible for all damages to and thefts from the vehicles while they are in the storage yard and/or facility or otherwise in its custody. All vehicles shall only be towed to and stored in the storage yard or facility at 1871 Birchwood, Troy, Michigan 48083, unless CONTRACTOR'S employee is otherwise instructed by the police officer or city employee in charge at the scene or by the owner/occupant of the vehicle either at the initial or second tow. Locations other than the storage yard / facility must be noted on impound form.

The storage yard and/or facility shall be available to receive vehicles 24 hours per day, 7 days per week. CONTRACTOR shall maintain consistent workday hours at the storage yard/ facility from Monday through Sunday, as further described below. Vehicles shall be available for release during these posted work hours, which must be

approved by the CITY and be prominently posted and clearly visible, along with a schedule of the standard towing, mileage and storage fees. Such posting must be on a window or outside wall that is visible from the street in front of 1871 Birchwood, Troy, Michigan 48083. CONTRACTOR shall also place a sign visible and legible to the public that states: "You may hire any towing company to tow your vehicle from this facility" and a second sign visible to the public that lists what paperwork is required for release of a non-city owned vehicle. If CONTRACTOR requires any additional paperwork, which is not listed on the sign, for the release of non-city owned vehicles, this requirement for additional paperwork shall be approved by the Troy Police Department. All signs and postings required under this section shall be accessible to and easily seen by the general public from outside of the building.

The storage yard/ facility shall meet the following requirements at all times during the term of this Agreement:

- A. The site shall be properly licensed and shall be operated in accordance with any federal, state, county or local laws and ordinances pertaining to the operation of such yards or facilities. Since the yard is to be located within the City of Troy, CONTRACTOR shall have obtained Special Use approval for outdoor storage of vehicles in accordance with the Troy Zoning Ordinance.
- B. The site shall contain a minimum of one (1) contiguous acre of vehicle storage area.
- C. Vehicle storage or parking spaces shall have gravel surfaces or other surface acceptable to the CITY. All spaces shall have minimum

dimensions of 10 feet by 20 feet, which will be considered a standard parking space. Only when a vehicle exceeds the dimension of a standard space either by length or width is it appropriate to charge for an oversized space for the vehicle.

D. Driveways providing access to the vehicle storage yard or facility area from the frontage street shall be paved in the same manner as off-street parking areas.

E. Office facilities shall provide for a 24 hour per day, 7 days per week operator/attendant who shall be responsible for the security of the yard and facility and the administration of vehicles between the hours of 8:00 a.m. and 5:30 p.m., Monday thru Friday; 9:00 a.m. to 4:00 p.m., Saturdays; and 9:00 a.m. to 1:00 p.m. on Sundays. These hours are the minimum workday hours that will be acceptable to the City.

11. DISPOSAL OF VEHICLES. CONTRACTOR shall allow CITY the space, access and time at the storage yard/ facility to set up a public viewing for purposes of accepting public bids for vehicles or groups of vehicles that are at the storage yard/ facility. The CITY shall determine when such space and access is required.

CONTRACTOR shall assist the Troy Police Department in the disposal of all unclaimed vehicles in accordance with federal, state, county and local laws and ordinances. The storage yard/ facility shall be made available upon request of the Troy Police Department for purposes of disposal of unclaimed vehicles and related equipment, including but not limited to public auctions. CONTRACTOR shall be entitled to receive from any such sale monies received from each individual vehicle/equipment

sale up to an amount equal to towing and storage fees owed the CONTRACTOR for that vehicle/equipment. All monies received in excess of such fees shall be disbursed according to applicable State law (MCL 257.252, et. seq.)

CONTRACTOR agrees to pay all auctioneers' fees, if any, on any vehicle sold through auction. Contractor agrees to supply all needed manpower, as determined by the Troy Police Department, to conduct an auction, at no cost to the CITY. However, CONTRACTOR will not pay the salaries of any City employees assigned by the City to assist with the auction. The City will have final approval of all auctioneers.

CITY shall set the minimum acceptable bid for public sale of any vehicle or group of vehicles, or equipment. If any vehicle or equipment is not sold and the CITY does not wish to take possession, or prepare the vehicle for a later auction date, CONTRACTOR shall become the owner of the vehicle, group of vehicles, or equipment and shall be responsible for the disposal.

12. DAMAGE TO CITY VEHICLES: CONTRACTOR shall be responsible for any damage to City vehicles that are caused by CONTRACTOR'S operators. All repair work on damaged City vehicles will be performed by the Troy Department of Public Works – Fleet Division or a City approved facility. If a City approved facility is utilized, the Troy Department of Public Works – Fleet Division will handle all necessary arrangements with the facility to accomplish the repairs. The CITY will invoice CONTRACTOR for the City's cost to repair the vehicle(s), including all parts and labor.

13. METHOD OF PAYMENT FOR TOWING AND/OR STORAGE. CONTRACTOR shall make available to vehicle owners/operators a method to receive payment by credit card, debit card or other electronic means available to the general public. This service

must be made available within thirty (30) days of the execution of this contract.

CONTRACTOR may charge an additional reasonable fee to the credit card user to recover the cost of offering this type of electronic transaction. These additional fees must be submitted to the Troy Police Department for approval and posted along with the fee schedule at the place of business, as set out in Paragraph 10. Credit cards, debit card or other electronic means available to the general public must be allowed for payment on all tows, with the exception of impounds resulting from arrests. Cash payments must also be allowed for all tows.

14. CONTRACTOR'S FEES AND ADMINISTRATIVE FEE. CONTRACTOR shall collect the amounts for all towing and/or storage fees for vehicles towed, impounded or stored (after removal from the scene at the request of the Troy Police Department) from the vehicle's owner or agent, in accordance with the service fees that were itemized in CONTRACTOR's response to Request for Proposal. Those stated fees are applicable for all vehicles, whether the vehicle is towed to CONTRACTOR'S storage yard/ facility or to a different location designated by the vehicle operator/owner. Storage fees may only be charged if the vehicle is stored on the Contractor's lot and as set forth in this Agreement.

If the "Abandoned and Impounded Vehicle Report" reflects that the vehicle is to be towed to CONTRACTOR'S storage yard/ facility, but the police officer or owner/operator subsequently gives instructions to CONTRACTOR or any of its employees that the vehicle is to be towed to a different location, CONTRACTOR shall tow that vehicle to the location subsequently indicated by owner/operator. These terms and conditions apply whether or not the vehicle is already physically on

CONTRACTOR'S storage yard/facility. If already in the storage yard/facility, the vehicle must be towed out (also known as a "second tow") at the same price as set out in CONTRACTOR'S Response to Request for Proposal, plus actual mileage. The towing fees quoted herein shall also apply when the police officer or vehicle owner/ operator directs the CONTRACTOR or any of its employees to tow the vehicle to a different location, no matter how long the vehicle has been physically present on the CONTRACTOR'S storage yard/ facility. Under no circumstance shall a towing charge be more than the figure set out in the CONTRACTOR'S Response to Request to Proposal. For example, the towing charge shall be forty-eight (\$48.00) dollars for non-city owned vehicles under 10,000 pounds, whether it is a tow to CONTRACTOR'S facility, another facility named by the owner or a tow from the CONTRACTOR'S facility to another facility. Labor charges, clean up charges, or any additional charge not previously approved by the City shall not be charged for any tow under this Agreement. Any mileage charge shall be in strict compliance with CONTRACTOR'S Response to the REQUEST FOR PROPOSAL, and shall not include fuel fees or other charges that are not specifically included. Any other fee that is expressly set out in the CONTRACTOR'S Response to Request for Proposal must be strictly complied with. These provisions shall be considered material terms of the Agreement and CONTRACTOR shall be terminated for a violation thereof.

If the vehicle operators/owners or their agents claim the vehicle on the day of the tow to the CONTRACTOR'S storage yard/facility (first day), they shall not be charged for storage. If vehicle operator/owners or their agents claim the vehicle on the day after the tow (second day), they shall only be charged for one day of storage; provided the

vehicle was in the storage yard for one (1) hour or more prior to the closing time of the first day. If the vehicle arrives after working hours (closing time), and the operator/owner or agent cannot therefore claim the vehicle on that day, no storage fee may be charged for that day, regardless of how long the vehicle is on CONTRACTOR'S storage yard. Thereafter, if the vehicle is not claimed until the third day after the tow to CONTRACTOR'S storage yard and/or facility, CONTRACTOR may charge fees as set out in their Response to Request for Proposal, from the first day of storage forward. These provisions shall be considered material terms of the Agreement and CONTRACTOR shall be terminated for a violation thereof.

At the time a vehicle that is towed or impounded under this Agreement is released from custody, or at any other time when the tow bill is paid, the CONTRACTOR shall collect for the CITY an Administrative Fee in the amount set by City Council. The Administrative Fees collected on behalf of the City will be submitted to the Troy Police Department each quarter, after CONTRACTOR receives an invoice from the City. The current Administrative fee is \$10.00. CONTRACTOR acknowledges that the Administrative Fee is subject to change by resolution of City Council, in its discretion. The Administrative Fee may be changed at any time.

In cases where the Troy Police Department has merely been the intermediary in the summoning of aid on behalf of the vehicle's operator/owner or their agent, and the vehicle has not been taken into custody by the Troy Police Department, CONTRACTOR'S fees will be collected by CONTRACTOR directly from the vehicle operator/owner or their agent and the Administrative Fee shall still be collected and paid to the CITY.

15. RELEASE OF VEHICLE TO OWNER/OPERATOR, AGENT OR INSURANCE

COMPANY AGENT. CONTRACTOR shall not withhold a vehicle from any individual, owner/operator, agent or insurance company agent because of non-payment for towing and/or storage of a different vehicle owned or insured by that individual, owner/operator, or company.

16. COMPLAINT PROCEDURE. Any complaints of any nature concerning CONTRACTOR from Troy Police Department, Troy Department of Public Works-Fleet Division, any City employee, and/or members of the public regarding CONTRACTOR'S services, pricing or any term or condition of this Agreement for city owned or non-city owned vehicle shall be forwarded to the Troy Purchasing Director. Troy Purchasing Director shall forward to CONTRACTOR any oral or written complaints received by the CITY, and written complaints shall be mailed to CONTRACTOR at the storage yard/ facility address within 3 days of receipt of the complaint. CONTRACTOR shall have 3 days to respond to the Troy Purchasing Director regarding that complaint. The Troy Purchasing Director shall also inform the Troy Police Department, the Troy Department of Public Works – Fleet Division and the City Manager of any received complaints about CONTRACTOR, and shall conduct an investigation into the allegations in the complaint. The Troy Purchasing Director or his/her designee or employees of the Troy Police Department and/or the Department of Public Works – Fleet Division shall be allowed to talk directly with the individual against who the complaint is registered as part of the CITY'S fact finding responsibility. If the Troy Purchasing Director finds that the complaint has merit and rises to an alleged breach of this Agreement, and is not satisfied with the CONTRACTOR's response to the complaint, he/she will notify the CONTRACTOR and the Troy City Manager of CONTRACTOR'S

failure to provide an adequate response. CITY shall exercise whatever options are provided for under this Agreement.

CONTRACTOR shall be required to send the Troy Purchasing Director copies of any received complaints, whether oral or written, regarding its services, as well as a written response to that complaint. The Troy Purchasing Director will review the complaint and response, and take whatever action, if any, that is provided for under this Agreement. Failure to intentionally provide a copy of any complaint, whether oral or written, submitted to CONTRACTOR by the public or someone CONTRACTOR has serviced in the City of Troy shall result in termination of the Agreement.

17. REPORTS AND RECORDS. At the time of a towing and/or impound, CONTRACTOR'S wrecker operators shall accompany and assist the officer in a physical inspection of each vehicle towed and/or impounded. The standard "Abandoned and Impounded Vehicle Report" form shall be used for this purpose, and the form shall be filled out completely and correctly. When a vehicle is released by the CONTRACTOR, its employees shall complete an "Abandoned/Impounded Vehicle Disposition Report" form listing each service performed and CONTRACTOR'S charges for those services. Copies of those forms are attached to this Agreement. Any service call not requiring the use of either of these forms or any other CITY form, including, but not limited to, for example, jump starts, lockouts, and tire changes, where the call for service came through the CITY, shall be noted on CONTRACTOR'S invoice form and a copy shall be forwarded to the Troy Police Department. For these types of service calls, CONTRACTOR shall provide with the invoice the following information: date of call, time of call, a complete description of the vehicle serviced, including the VIN number and license plate number,

and owner/operator information. A copy of all forms, including invoices for non-abandonment and/or non-impoundment services, shall be forwarded to the Troy Police Department. CONTRACTOR shall provide or complete all other forms, reports and/or documents that may otherwise be required or requested by the Troy Police Department. CONTRACTOR shall have the capability to transmit and receive data electronically, that is, by e-mail, with the Troy Police Department. The "Abandoned and Impounded Vehicle Report" and the "Abandoned/Impounded Vehicle Disposition Report" may be periodically updated by the Troy Police Department. The newest edition of these forms shall be provided to CONTRACTOR and shall be used by CONTRACTOR.

CONTRACTOR shall keep accurate records on a daily basis for each towed, impounded, serviced and/or stored vehicle, including its license (registration plate) number, description, vehicle identification number (VIN), the tow origination point, and any subsequent tow(s), date and time the vehicle was placed into storage, location of the storage facility, any charges levied and the date and time it was returned to the owner. CONTRACTOR shall also forward to the Troy Police Department on a daily basis a copy of all invoices for any other service calls requested by or through the CITY listing the type of service and CONTRACTOR'S charge for that service. If the service is for a city-owned vehicle, a copy of all invoices for those services shall be forwarded to the Troy Department of Public Works – Fleet Division on a daily basis listing the type of service and CONTRACTOR'S charge for that service.

CONTRACTOR shall maintain, for a period of three (3) years, accurate financial records of each towing, impound, service or storage transaction made at CITY'S request. CONTRACTOR shall have those records open to inspection by the CITY upon

request. CITY reserves the right to conduct an audit of all bills and records relevant to this Agreement as often as determined necessary by the CITY.

18. WORK SAFETY. CONTRACTOR is responsible for work environment safety, including but not limited to, all federal, state and local laws, ordinances and regulations.

19. TERM OF AGREEMENT: This Agreement shall be in effect for three (3) years with expiration date of September 30, 2012, unless otherwise terminated, as provided in this Agreement. CONTRACTOR'S prices for towing services shall not be changed during that three (3) year period. Within ninety (90) days of the expiration of this Agreement, the CITY may, at its option, renew this Agreement for a three (3) year period under the same prices, terms and conditions as set out in this Agreement, upon mutual consent of the parties. A request by the City staff to determine the CONTRACTOR'S interest in renewing the contract in no way obligates the City. The option to renew this Agreement cannot be exercised without Troy City Council approval and a blanket purchase order being issued.

20. PERIODIC COMPREHENSIVE PERFORMANCE REVIEW: Without this Agreement, CONTRACTOR would not have access to the number of individuals that need the services set out in the Agreement. The parties mutually agree that CONTRACTOR'S actions reflect on the reputation of CITY. It is imperative to CITY that the CONTRACTOR treats CITY and the public with the utmost fairness and respect. CONTRACTOR shall strictly comply with all the terms and conditions set out in this Agreement. CITY considers the CONTRACTOR'S compliance with the pricing terms of this Agreement to be material to the continuation of this Agreement.

CITY shall conduct six (6) month periodic comprehensive performance reviews of CONTRACTOR'S services, including but not limited to: invoicing of services, the occurrence and nature of complaints against the CONTRACTOR, obtaining input from Troy employees regarding CONTRACTOR'S performance on the scene, any attempts by CONTRACTOR to invoice CITY or the public for services not rendered or at prices that not in compliance with the CONTRACTOR's Response to Request for Proposal or this Agreement and any other information helpful for a determination as to whether or not there has been compliance with this Agreement.

The first comprehensive performance review will be conducted six (6) months after the execution of this Agreement. If CONTRACTOR is determined by CITY to be in compliance with the terms and conditions of the Agreement, the Agreement will continue under the same terms and conditions subject to subsequent six (6) month periodic reviews as set out in this Paragraph. Failure of CITY to terminate the Agreement after any of the six (6) month periodic reviews does not in any way waive CITY'S right to conduct subsequent reviews or to take any other actions provided for in this Agreement including, but not limited to, termination of the Agreement.

21. TERMINATION OF AGREEMENT: CITY shall be the sole judge of inadequacy of performance under this Agreement. CITY reserves the right to take any or all of the following actions because of inadequate performance on the part of the CONTRACTOR.

- A. CITY MAY TERMINATE AGREEMENT. Before CITY exercises its right to terminate this Agreement, CITY will afford CONTRACTOR an opportunity to respond within seven (7) calendar days to allegations of

inadequacy. The City Manager or designated City representative shall have absolute discretion to make a decision to terminate this Agreement, subject only to the approval of City Council. Written notification shall be given within thirty (30) days of termination.

- B. CITY MAY HAVE ANOTHER PARTY PROVIDE TOWING AND STORAGE OF VEHICLES. CONTRACTOR agrees to reimburse CITY or other party for damages and costs in the event the CITY exercises this right to have the secondary service provider or another party tow or store vehicles due to CONTRACTOR'S inadequate performance. These damages and costs shall include, but are not limited to, labor costs, towing and storage fees and any other damages resulting from having another party perform the services under this Agreement.
- C. The City Manager or designated City representative may declare the CONTRACTOR in default of this Agreement, and so notify CONTRACTOR thereof, under the following circumstances:
- i. Services or any part of the services to be provided under this Agreement have been abandoned or unnecessarily delayed;
 - ii. CONTRACTOR is intentionally violating any of the provisions of this Agreement;
 - iii. CONTRACTOR is carrying out the provisions of this Agreement in bad faith;

If any one or more of the above events occur, CITY may then call upon

another party to complete the services or may complete it by other means as described above. CITY may recover the cost of completing the services by deducting the amount thereof from any monies due or which may become due to the CONTRACTOR under this Agreement. When such monies are insufficient to pay such costs, the amount in excess shall be paid by the CONTRACTOR.

The City Manager shall have absolute discretion to make a decision to terminate this Agreement immediately subject to the approval of City Council for the following reasons:

- A. CONTRACTOR, or any of its officers, is criminally charged with fraud, embezzlement, price gouging, deceptive practices, larceny, bribery, or any similar offenses;
- B. CONTRACTOR's employees have tampered with or destroyed evidence from an impounded vehicle;
- C. CONTRACTOR's employees have performed acts or omissions which result in the degradation and/or loss of evidence from an impounded vehicle;
- D. After an investigation by the Troy Police Department, it has been determined that one or more of CONTRACTOR'S employees have stolen property from any vehicle towed or impounded as a result of a City's request for service;
- E. CONTRACTOR has been adjudged as bankrupt;
- F. CONTRACTOR makes a general assignment for the benefit of its creditors.

22. INSURANCE REQUIREMENTS. CONTRACTOR shall carry general liability insurance, automobile insurance, workers compensation, garage keepers legal liability insurance and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the CITY. CITY shall be named as an additional insured on the general liability, automobile and garage keepers legal liability policies using the following wording: "City of Troy, Troy Police Department, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the City, boards, commissions and/or authorities, or board members, employees, and volunteers additional insured" on ISO form B or broader. CITY shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured." Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous coverage to the CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the CITY. Proof of insurance meeting these requirements shall be provided to the CITY before execution of this contract.

CONTRACTOR is responsible for any deductibles to any of the policies.

CONTRACTOR shall furnish three (3) complete copies of the acceptable Certificates of Insurance. If any of the policies expire during the term of the Agreement, CONTRACTOR shall deliver renewal certificates and/or policies to CITY, Risk

Management Department, at least ten (10) days prior to the expiration date.

23. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, the Troy Police Department, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy or the Troy Police Department, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, Troy Police Department, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy or the Troy Police Department, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the CONTRACTOR as outlined in this Agreement or as relating to or resulting from those activities.

24. ASSIGNMENT OF AGREEMENT / INDEPENDENT CONTRACTOR:

CONTRACTOR shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from the CITY. CONTRACTOR acknowledges that it is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.

25. NOTICE: All written notices to be given under this Agreement shall be via first class mail to the other party at its last known address set forth herein.

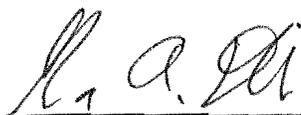
26. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

27. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

28. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

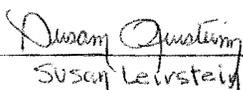
29. AUTHORITY TO EXECUTE: By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

COLEMAN'S TOWING & RECOVERY, INC.



Marc A. Deldin, General Counsel

WITNESSES:



Susan Levrsteig



SUSAN M LANCASTER

CITY OF TROY:

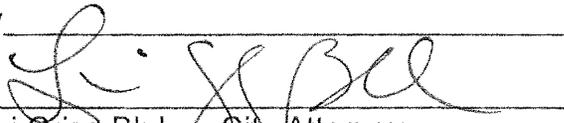
By _____
Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

City Manager or Designee

Resolution Number: _____

APPROVED AS TO FORM AND LEGALITY:

By 
Lori Grigg Bluhm, City Attorney