

SERVICE CONTRACT
Manchester Towing (112110)

AGREEMENT is made this 1st day of March, 2020, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and Manchester Towing located at 18481 W Austin Road, Manchester Michigan 48158 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide towing services as indicated by RFP 7501 Pages 1 – 10 and 38 – 73 for Area 6. Attachments A.

1. PURPOSE, SCOPE OF SERVICES, AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the COUNTY and the CONTRACTOR for purposes of performing Law Enforcement Tows for the Washtenaw County Sheriff's Office or other law enforcement agencies which have contracted with the Washtenaw County Sheriff's Office for Towing Coordination Services (hereinafter Contract Law Enforcement Agency).
- 1.2. The CONTRACTOR shall perform the services as specifically stated in this contract, including all appendices and attachments. CONTRACTOR shall perform no work until a notice to proceed is issued by the COUNTY.
- 1.3. **SCOPE OF SERVICES:** The services shall consist of providing all equipment, hardware, towing software, personnel, labor, storage facilities, insurance, and services required to provide Washtenaw County Sheriff's Office initiated towing and related services 24 hours per day/7 days per week for Washtenaw County. Services include but may not be limited to the following: accident scene towing, accident site cleanup, abandoned and confiscated vehicle towing, stranded motorist, storage and auction of abandoned vehicles.
- 1.4. This contract does not apply to or regulate any aspect of any tow operation other than tows directed by the Washtenaw County Sheriff's Office or a Contract Law Enforcement Agency.
- 1.5. The purpose of this contract is to ensure prompt, adequate, reasonable and uniform cost for services for the COUNTY and the public at the request of the COUNTY.
- 1.6. The CONTRACTOR and its employees shall:
 - 1.6.1. Provide services common to and authorized in the towing industry
 - 1.6.2. Provide services courteously and professionally with the utmost respect for the people with whom they encounter under the terms of this contract.
- 1.7. The CONTRACTOR acknowledges that service provided to people through this contract are often viewed to be an extension of COUNTY government by those in receipt of the service.
- 1.8. The COUNTY will not tolerate behavior or business practices that lead to people to view it as disreputable. Examples include but are not limited to: lack of

responsiveness to questions or complaints; rude or aggressive behavior; charging for excessive or unnecessary services, frequent billing errors, not refunding identified billing errors or overcharge errors within 14 days of discovering the error.

2. DEFINITIONS

- 2.1. **“Abandoned” or “Abandoned Vehicle”** - As defined by Michigan Statute or local ordinance.
- 2.2. **“Additional Labor”** – For the purpose of assessing towing fees, additional labor means that a second CONTRACTOR employee provided substantive assistance to the primary responding employee in order to accomplish the tow or recovery. Without such assistance, the primary employee would not have been able to complete the service. The mere presence of a second CONTRACTOR employee riding in the tow vehicle does not justify a charge for additional labor. ****Any fees related to Additional Labor shall be well-documented and photos attached to towing software system.***
- 2.3. **“Administrative Release Form”** (Release) - A document issued by a law enforcement agency or district court authorizing the release of a non-consensual towed vehicle to the person entitled to possession of the vehicle as defined by Michigan Statute.
- 2.4. **“Basic Tow”** – Is the simple hook up and transport of a vehicle on or immediately adjacent to normally maintained right-of way or maintained private road, drive or parking lot, clean-up at a collision scene requiring one employee to perform manual labor less than 30 minutes.
- 2.5. **“Business Records”** – Those records maintained by the contracted tow or recovery business that relate to non-consensual tows.
- 2.6. **“Class 1&2 Tow”** - A tow, or service request, of a passenger vehicle or truck or van, up to 10,000 Gross Vehicle Weight Rating (GVWR), unloaded, which requires a Light Duty tow truck.
- 2.7. **“Class 3&4 Tow”** - A tow, or service request, of a vehicle exceeding 10,000 Gross Vehicle Weight Rating (GVWR) which requires a Medium Duty tow truck.
- 2.8. **“Class 5&6 Tow”** - A tow, or service request, of a vehicle exceeding 20,000 GVWR that requires a Heavy Duty tow truck.
- 2.9. **“Collision Crash Wrap”** – A material, typically a thick, self-adhesive, clear film, that is used to prevent additional deterioration in vehicles or other equipment that have been in a crash or are otherwise damaged which may be temporarily open to the elements.
- 2.10. **“Contract Law Enforcement Agency”** – A law enforcement agency which has contracted with the Washtenaw County Sheriff’s Office to receive Towing Coordination Services, whether by intergovernmental agreement or otherwise.
- 2.11. **“CONTRACTOR”** – Any qualified towing and/or recovery business which holds a current, valid towing business certificate and has been awarded a tow area by the Washtenaw County Sheriff’s Office. Includes the owner(s), officers, employees, and agents of the contracting towing service.
- 2.12. **“CONTRACTOR Dispatch”** – A CONTRACTOR staff member designated to receive phone calls for towing service and facilitate the response of the wrecker request.

- 2.13. “Disabled Motor Vehicle”** – A vehicle that is in an immobile state that requires towing from a location where the owner of the vehicle is present.
- 2.14. “Disabled Motorist”** – The person entitled to possession of a vehicle that is in a disabled state.
- 2.15. “Dispatching Facilities”** - The facilities used by CONTRACTORS for maintaining radio contact with towed vehicles.
- 2.16. “Dolly Use”** – Is the act of securing the target vehicle to an accessory wheeled dolly to enable its movement. The fee may be charged once the dollies are removed from the wrecker and the CONTRACTOR is in the process of connecting the dolly to the wheels of the vehicle.
- 2.17. “DOT Classes”** – DOT Class 1 & 2 is towing of a vehicle that requires a Light Duty wrecker (10,000 GVW or less). DOT Class 3 & 4 is towing of a vehicle that requires a Medium Duty wrecker (10,001 – 16,000 GVW). DOT Class 5 & 6 is towing of a vehicle that requires a Medium Duty wrecker (16,001 – 19,500 GVW). DOT Class 7 & 8 is towing of a vehicle that requires a Heavy Duty wrecker (19,501 – Greater).
- 2.18. “Drop Fee”** - The fee assessed when a vehicle is released to the registered owner or owner’s authorized representative, prior to completion of the hookup and towing away of the vehicle.
- 2.19. “Excessive Site Clean Up”** – When a required clean-up necessitates the use of heavy machinery to pick up debris. Examples include, but are not limited to: front-end loaders, backhoes, cranes. ****Any fees related to Excessive Site Clean Up shall be well-documented. Photos of the scene prior to clean up and photos of the machinery in use must be imported to the towing software system.***
- 2.20. “Excessive Winching beyond Right of Way”** – Is the fee charged if vehicle must be excessively winched from a distance that exceeds 20 feet past the end of the right of way (See Appendix #8 of the RFP). See the definitions below for clarification between excessive and standard winching. ****Any fees related to Excessive Winching beyond Right of Way shall be well-documented and photos attached to towing software system.***
- 2.21. “Excessive Winching within Right of Way”** – Is the fee charged if vehicle must be excessively winched from within the right of way (See Appendix #8 of the RFP). See the definitions below for clarification between excessive and standard winching. ****Any fees related to Excessive Winching beyond Right of Way shall be well-documented and photos attached to towing software system.***
- 2.22. “Gate Fee”** – A fee sometimes assessed by a CONTRACTOR to merely enter the area (“go through the gate”) to gain access to a vehicle, whether for release or retrieval of personal effects. **** No Gate Fee will be assessed for vehicles towed under this contract.***
- 2.23. “Gone on Arrival (GOA)”** - When the vehicle to be towed has been moved prior to the CONTRACTOR’s arrival at the tow scene and tow services are no longer required. ****No charges will be assessed. Metro Dispatch will attempt to call off the wrecker, based upon information from the scene provided to the call taker.***

- 2.24. "Hazard Vehicle"** – A vehicle that is disabled, abandoned, parked or left standing unattended on a road or highway right of way and obstructing motor vehicle traffic as defined in Michigan Statute.
- 2.25. "Hook and Drop"** – The act of releasing a vehicle prior to towing it away *after* it has been partially or completely connected to a tow truck.
- 2.26. "Investigative Hold"** - Any vehicle impounded for the purpose of an investigation for physical evidence processing where anyone is prohibited from retrieving the vehicle prior to completion of the investigation. An investigative hold may or may not incur towing, storage or administrative fees. The impounded vehicle may be stored at a contracted CONTRACTOR lot or at a designated facility determined by the Sheriff's Office or Contract Law Enforcement Agency.
- 2.27. "Law Enforcement Agency (LEA) Administrative Fee"** – Is a fee charged to the vehicle owner or custodian which is collected by the CONTRACTOR and remitted to the Washtenaw County Sheriff's Office that is intended to cover the administrative costs of police initiated tows only.
- 2.28. "Law Enforcement Tow"**- A tow at the direction of law enforcement. This includes but is not limited to: recovered stolen vehicles; vehicles towed pursuant to arrest; vehicles on Investigative hold; vehicles on Non-Investigative hold; vehicles towed under Michigan Statutes or local ordinance; or otherwise designated as a Police tow by a law enforcement agency.
- 2.29. "Motor Vehicle"** -As defined by Michigan Statute, "means every vehicle that is self-propelled, but for purposes of chapter 4, motor vehicle does not include industrial equipment such as a forklift, a front-end loader, or other construction equipment that is not subject to registration under this act. Motor vehicle does not include a power-driven mobility device when that power-driven mobility device is being used by an individual with a mobility disability. Motor vehicle does not include an electric patrol vehicle being operated in compliance with the electric patrol vehicle act, 1997 PA 55, MCL 257.1571 to 257.1577. Motor vehicle does not include an electric personal assistive mobility device. Motor vehicle does not include an electric carriage. Motor vehicle does not include a commercial quadracycle. Motor vehicle does not include an electric bicycle. Motor vehicle does not include an electric skateboard".
- 2.30. "Motorcycle"** – As defined by Michigan Statute "means a motor vehicle that has a saddle or seat for the use of the rider and is designed to travel on not more than 3 wheels in contact with the ground. Motorcycle includes an auto cycle but does not include a tractor".
- 2.31. "Motorcycle Rate"** – The fee charged for towing a motorcycle.
- 2.32. "Oversized Tow Vehicle"** - A tow truck equipped to perform the towing of automobiles, motorcycles, or other vehicles, and which has a gross vehicle weight rating of at least 10,000 lbs.
- 2.33. "Owner"**- When referring to the owner of a vehicle as defined in Michigan Statutes laws relating to towing, means the person that is entitled to possession of the vehicle and who is liable for the cost of removal and disposition of an abandoned vehicle. The owner shall be considered the person to whom the vehicle is registered according to the Michigan S.O.S.

- 2.34. "Owner's Authorized Representative"** - A person authorized by a vehicle owner to have access to the vehicle.
- 2.35. "Personal Effects"** - Property within a vehicle that is not bolted, fastened, snapped into place or otherwise attached to the vehicle. ****Per this contract, Owner and/or Owner's Authorized Representative will not be charged for the 1st visit to retrieve personal effects and/or inspecting vehicle damage for insurance claims.***
- 2.36. "Police Agency"** – Refers to any law enforcement agency covered under this.
- 2.37. "Law enforcement officer"** – Any sworn law enforcement officer or non-sworn agency employee working under the direction of a sworn law enforcement officer employed by a law enforcement agency covered under this contract.
- 2.38. "Police Non-Investigative Hold"** - Any law enforcement tow of a vehicle subject to seizure pursuant to legal process (example: outstanding parking tickets); or any vehicle towed and stored on behalf of a law enforcement agency, when such storage will require authorization from said agency before the vehicle may be released.
- 2.39. "Private Property Impound"** - or "PPI" means the impoundment of a vehicle from a private property at the request of the property owner, operator, lessee, manager or person in lawful possession of the property, without the prior consent of the vehicle's registered owner.
- 2.40. "Private Tow"** - A tow requested by a person that is not defined by this contract as a Law Enforcement Tow.
- 2.41. "Qualified Driver"** - A person registered as a tow truck driver employed by a CONTRACTOR and possessing and having completed the following:
- 2.41.1. Current valid operator's license issued by the state of residence, and
 - 2.41.2. Sheriff's Office criminal background approval
- 2.42. "Recovery"** – The act of up-righting, winching, securing, and/or rotating a vehicle before it can be towed. The use of a winch to simply pull a vehicle onto a flat-bed towing vehicle does not constitute an action of recovery. Recovery fees cannot be charged if a vehicle can be towed without the above mentioned actions being taken. If a vehicle is operable, keys are available, and can be driven to the tow truck for towing, it does not qualify as being a recovery. ****Any fees related to Recovery shall be well-documented. Photos of the scene prior to recovery must be imported to the towing software system.***
- 2.43. "Recovery within Right of Way"** – The act of using equipment or special skills to remove the target vehicle if it is located within the right of way. The right of way is defined in the definition that follows in this section. This includes recovery from hazardous or challenging terrain such as thick brush/trees, swamps or bodies of water. Recovery may occur within the right of way when the vehicle to be towed is in a dangerous or precarious position and standard methods of towing would be unsafe. Recovery within the right of way may occur when the surface conditions are excessively wet or icy and driving the tow truck onto those surfaces could reasonably be expected to cause damage to the surface or towing vehicle. ****Any fees related to Recovery beyond Right of Way***

shall be well-documented. Photos of the scene prior to recovery must be imported to the towing software system. (See Appendix #8 of the RFP)

- 2.44. "Recovery beyond Right of Way"** – The act of using equipment or special skills to remove the target vehicle if it is located beyond the right of way. The right of way is defined in the definition that follows in this section. This includes recovery from hazardous or challenging terrain such as thick brush/trees, swamps or bodies of water. ****Any fees related to Recovery beyond Right of Way shall be well-documented. Photos of the scene prior to recovery must be imported to the towing software system. (See Appendix #8 of the RFP)***
- 2.45. "Release to Owner"** - Release of a vehicle to the owner or owner's authorized representative.
- 2.46. "Release to Other Than Owner"** - Release of a vehicle to someone other than owner/owner's authorized representative (Secured Party, Insurance, Company, etc.).
- 2.47. "Response Request (Expedited)"** - A request by a law enforcement agency to tow of a vehicle creating a Hazard. The CONTRACTOR is to respond in the time frame outlined in this RFP. This type of request does not authorize the CONTRACTOR to violate any laws or operate emergency lights while traveling to or from a tow scene.
- 2.48. "Response Request (Routine)"** - A tow requested with no special instructions.
- 2.49. "Response Request (Special)"** - A tow request requiring an escort by an Agency Police vehicle.
- 2.50. "Re-Tow (2nd Tow)"** - Towing a vehicle that has already been towed once for an Investigative or Non-Investigative hold from one location to another.
- 2.51. "Right of Way (R.O.W.)"** – As defined by the Michigan Department of Transportation design manual on road design, the Right of Way - (R.O.W.) is "The entire area reserved for the construction, operation, and maintenance of the roadway and the improvement of the roadside such as landscaping, sidewalks, pathways or transit stops. Right of way will either be free access or limited access. Limited access right of way is when the inherent right of access to a public highway by the abutting owner or occupant is acquired along with the title to the right of way" **(See Appendix #8 of the RFP).**
- 2.52. "Road Service"** – Services to vehicles that do not require it to be towed. Examples include but are not limited to: jumpstarts; providing fuel; changing or inflating tires; gaining entry to a locked vehicle.
- 2.53. "Sheriff"** – The Sheriff of Washtenaw County and any personnel under authority of the Office.
- 2.54. "Skates Use"** – Equipment that reduces friction during the loading and unloading of vehicles with damaged or stuck wheels.
- 2.55. "Standby Time"** –The time between when the tow truck arrives on scene until the CONTRACTOR is permitted to provide service that exceeds 30 minutes. This may occur if law enforcement personnel are still processing the vehicles at the time the tow truck arrives. ****Any fees related to Standby Time shall be well-documented and supported by information in the towing software***

system. Fees must be aligned with the basic tow rate or recovery fees listed and based upon DOT Class of the vehicle to be towed.

- 2.56. "Storage Facilities"** – The area used by CONTRACTORS for storing towed vehicles.
- 2.57. "Storage Services"** – Services provided by a CONTRACTOR, which include protection and storage of a vehicle and its contents after towing at the request of a law enforcement agency. Such storage shall be in a secure facility. These services may also include covering a vehicle with a wrap for protection from inclement weather, inventorying personal effects, and removal of valuables for safekeeping. Inside storage fees may only be charged when inside storage is at the request of law enforcement or at the request of the vehicle owner in writing.
- 2.58. "Storage Fee"** – The compensation payable for the storage of a towed vehicle that has been stored at or in a facility owned, operated, leased or used by a CONTRACTOR.
- 2.59. "Storing"** - To hold a towed vehicle by a CONTRACTOR as defined above in "Storage Services".
- 2.60. "Title Turn Over"** - Title surrendered in lieu of payment of fees.
- 2.61. "Tow"** - To mechanically draw, pull or haul a vehicle by use of a tow truck. A tow is complete, and fee assessable when the CONTRACTOR has completed the attachment of all safety equipment and the tow truck is in motion with the vehicle. The tow truck shall be considered in motion once the clutch has been engaged or the automatic transmission is in gear, and the tow truck is moving forward.
- 2.62. "Tow Area or Tow District"** – Any of the geographical areas in Washtenaw County as shown in (Appendices #2 and #3), and by this reference incorporated herein.
- 2.63. "Tow by the Hour (TBTH)"** – The term for assessment of an hourly fee for courtesy towing.
- 2.64. "Tow Coordinator"** –The Sheriff's Office employee(s) designated to coordinate the inspection of equipment and facilities, review applications, assess penalties, audit records, resolve complaints, and represent the Washtenaw County Sheriff's Office.
- 2.65. "Towing Fee Structure"** - The rates established for towing services by CONTRACTORS under contract with the Washtenaw County Sheriff's Office and Contract Law Enforcement Agencies.
- 2.66. "Tow Request"** – A request for any of the services covered by this contract.
- 2.67. "Tow Vehicle"** – A tow truck equipped to perform the towing of automobiles, motorcycles, or other motor vehicles, and which has a minimum of one-ton manufacturer's designation and a less than 10,000 lbs. gross vehicle weight rating. GVWR of 10,000 lbs. or more is an "oversized tow vehicle".
- 2.68. "Towed Mile"** – The actual distance, measured in driving miles, that a vehicle is towed.
- 2.69. "Towing"** – To draw or pull along a vehicle by means of another vehicle equipped with booms, car carriers, winches or similar equipment with or without the prior consent of the vehicle owner.

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: Lawrence Kestenbaum 03/05/2020
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: Gregory Dill 03/05/2020
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: Jerry L. Clayton 3/3/2020
Jerry L. Clayton (DATE)
Sheriff

By: William Kerns 2-28-2020
William Kerns (DATE)
President

APPROVED AS TO FORM:

By: Michelle K. Billard 03/04/2020
Michelle K. BILLARD (DATE)
Office of Corporation Counsel
OFFICE OF CORPORATION COUNSEL

Appendix #4

WASHTENAW COUNTY SHERIFF'S OFFICE – TOWING FEES

We the undersigned as CONTRACTOR agree to payment of the stated administrative fees and to furnish the additional towing services to the Washtenaw County Sheriff's Office, according to the conditions and instructions attached hereto and made a part thereof for the following prices:

ADMINISTRATIVE FEES

Impound Administrative Fee for Police Related Impounds (in applicable districts) \$45.00

MAXIMUM TOWING SERVICES FEES Federal DOT Class 1 and 2 0-10,000 GVW (4 tires) (Light Duty Wrecker)	Basic Road Service	\$75.00 + cost of fuel if providing fuel for customer who is out of fuel
	Basic Tow Rate (includes standard use of a winch)	\$145.00 within (8) miles
	Recovery within the right of way	\$180.00
	Recovery beyond the right of way	\$240.00
	Excessive Winching within right of way	\$1.00 per foot
	Excessive Winching beyond right of way	\$1.25 per foot
	Up-righting of vehicle	\$90.00
	Mileage Over 8 Miles	\$4.50 ^{mile}
	Storage Indoor (per unit)	\$48.00 per day
	Storage Outdoor (per unit)	\$24.00 per day
	Hook and Drop fee – no dollies	\$60.00
	Hook and Drop fee – dollies used	\$66.00
	Dolly or Skates used	\$78.00
	Motorcycle & Moped Rate	\$195.00
Additional Labor per person	\$114.00 per hour	
Federal DOT Class 3 and 4 10,001-16,000 GVW (6 tires) (Medium Duty Wrecker)	Basic Tow Rate	\$210.00/hour –min 1 hour; ¼ hour increments after first hour - \$52.50 per ¼ increment
	Recovery Rate	\$270.00/hour - min 1 hour; ¼ hour increments after first hour - \$67.50 per ¼ increment
	Storage Outdoor (per unit)	\$30.00 per day
	Additional Labor per person	\$114.00 per hour
Federal DOT Class 5 and 6 16,001-26,000 GVW (6 tires or more) (Medium Duty Wrecker)	Basic Tow Rate	\$240.00/hour - min 1 hour; ¼ hour increments after first hour - \$60.00 per ¼ increment
	Recovery Rate	\$330.00/hour and up depending on circumstances, min 1 hour; ¼ hour increments after first hour - \$82.50 per ¼ increment
	Storage Outdoor (per unit)	\$35.00 per day
	Additional Labor per person	\$114.00 per hour
Federal DOT Class 7 and 8 26,001-80,000 GVW 80,001 and over GVW (6 tires or more) (Heavy Duty Wrecker)	Basic Tow Rate	\$260.00 hour/min 1 hour, min 1 hour; ¼ hour increments after first hour - \$65 per ¼ increment
	Recovery Rates	\$360.00 hour and up depending on circumstances, min 1 hour; ¼ hour increments after first hour - \$90 per ¼ increment
	Storage Outdoor (per unit)	\$36.00 per day
	Additional Labor per person	\$114.00 per hour
ADDITIONAL CHARGES	Collision Crash Wrap	\$35 per window, \$100 per vehicle
	Crash Debris Clean Up w/o Tow	\$70.00; to be billed to requesting agency
	Excessive Site Clean Up	See Definition in RFP

	Standby Time over 30 min	See Definition in RFP

*** All pricing is per truck**

****Additional Equipment & charges may be needed at an additional charge (i.e. hazardous waste pads, booms, oil dry, disposals, air bags). Any additional equipment & charges must be authorized by a Washtenaw County Sheriff's Office representative before charging to a vehicle owner or insurance company. There must be written documentation and photographs that shows proof of this approval.**

******All invoices to customers must be itemized.******

**TO CONTEST THE TOWING OF YOUR VEHICLE CONTACT
(For Ann Arbor Towing Districts) 15th District Court – 734-794-6752
(For Other Towing Districts) 14th District Court (depending on where vehicle was towed) – go to <https://www.washtenaw.org/1232/County-Courts> to find the correct court to contact**

**...FOR CONCERNS REGARDING SERVICES PROVIDED BY
CONTRACTOR (FOR POLICE TOWS) – CONTACT
734-973-4969**

TO BE POSTED IN A LOCATION CLEARLY VISIBLE TO THE GENERAL PUBLIC

CREDIT/DEBIT CARDS MUST BE ACCEPTED