

**SERVICE CONTRACT**  
Corrigan Towing, Inc. (51983)

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 Corrigan Towing, Inc located at 775 North 2<sup>nd</sup> Street, Brighton Michigan 48116 ("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 7. 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 1<sup>st</sup> 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 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 (2<sup>nd</sup> 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.

- 2.70. "Towing Services"** – Services performed by CONTRACTORS. Including: all types of vehicle towing, winching and recovery, disabling drive lines, securing unstable loads, clean up at accident scenes, moving cars at the police storage facility, storage, and/or disposal of unclaimed vehicles.
- 2.71. "Up Righting of Vehicle"** – The act of returning a vehicle to its upright position.
- 2.72. "Vehicle"** – As defined by Michigan Statute "means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices exclusively moved by human power or used exclusively upon stationary rails or tracks and except, only for the purpose of titling and registration under this act, a mobile home as defined in section 2 of the mobile home commission act, Act No. 96 of the Public Acts of 1987, being section 125.2302 of the Michigan Compiled Laws".
- 2.73. "Vehicle Description"** – A description of a vehicle including at a minimum the license information, issuing state, make, model, year, color, body style, and vehicle identification number (V.I.N.).
- 2.74. "Winch"** - A hauling or lifting device consisting of a rope, cable, or chain winding around a horizontal rotating drum, turned by a crank or by motor or other power source.
- 2.75. "Winching – Standard"** – The routine use of a winch to assist in connecting a vehicle to a tow truck. For example, a vehicle being connected to a flat-bed tow truck is typically winched up onto the bed for final securing and transport
- 2.76. "Winching – Excessive"** – The use of a winch beyond standard use when the vehicle to be towed is in a dangerous or precarious position and other means of recovery have failed or would be unsafe. Excessive winching may be used 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.

### **3. CONTRACTOR RESPONSIBILITIES**

- 3.1. CONTRACTOR shall furnish towing services as provided by this Contract, when requested to do so by authorized Washtenaw County Sheriff's Office or Contract Law Enforcement Agency personnel, in accordance with this Contract.
- 3.2. CONTRACTOR will ensure its employees providing services covered in this contract understand its terms.
- 3.3. CONTRACTOR will train its employees how to properly record services provided to help minimize billing errors. This training may include but is not limited to: filling out forms (paper or electronic); providing detailed receipts; taking digital photographs of a scene before services are provided.
- 3.4. CONTRACTOR must adhere to all motor vehicle laws. Although tow trucks are covered under Michigan's Emergency Vehicle Caution Law, they are not authorized as emergency vehicles in Michigan Statute. As such, unless specifically directed by authorized Law Enforcement Agency personnel, Contractors must adhere to all motor vehicle laws. Exceptions granted to emergency vehicles regarding parking and standing, stop lights or stop signs, speed limits, and those governing direction of movement or turning in a specified direction do not extend to tow trucks.



- 3.5. CONTRACTOR will not solicit information as to accident locations by payment of any form of gratuity.
- 3.6. CONTRACTOR will not solicit those at the scene of an accident which they have not been dispatched to by the Washtenaw County Sheriff's Office. They may render assistance without charge at the scene of any accident to clear the public streets or highways of any debris or obstruction, or to render any other safety or humanitarian need.
- 3.7. CONTRACTOR will not solicit for repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for the vehicle.
- 3.8. CONTRACTOR will not make any repairs or alterations to a vehicle without first being authorized by the owner, an authorized insurance firm, or other authorized agent of the vehicle owner. They may make emergency alterations when necessary to permit the safe towing of a vehicle.
- 3.9. CONTRACTOR will not charge for services not performed or make duplicate charges for the same service or charge any fee in excess of those permitted under this Contract.
- 3.10. CONTRACTOR will not remove any parts, property or personal effects or any other thing from a vehicle, except as specifically permitted in this contract, or at the explicit request of the vehicle owner or owner's authorized representative.
- 3.11. The CONTRACTOR will not operate in performance of this contract while consuming alcohol or while under the influence of alcohol.
- 3.12. The CONTRACTOR will not operate in performance of this contract while under the influence of drugs, unless such drugs are taken pursuant to a doctor's prescription or are available over the counter. Any drugs used must not impair the operator's ability to safely perform all functions necessary to the fulfillment of this contract.
- 3.13. The CONTRACTOR will not operate any vehicle or other equipment in performance of this contract in a careless, reckless, or negligent manner as defined in Michigan Revised Statutes
- 3.14. The CONTRACTOR will not operate a towing vehicle in the commission of a crime.
- 3.15. The CONTRACTOR will provide a clearly legible receipt to the vehicle owner or owner's authorized representative listing all charges in detail.
- 3.16. The CONTRACTOR will not require any vehicle owner or owner's authorized representative to make any statement or sign any document relieving the CONTRACTOR from responsibility for the condition of the vehicle or its personal effects prior to the owner's or owner's authorized representative's inspection of vehicle or personal effects.
- 3.17. Except as directed by a public safety officer, the CONTRACTOR will not operate any vehicle towed under this contract, except in CONTRACTOR'S storage facility, and then only for the purpose of repositioning the vehicle for storage.
- 3.18. While performing under this Contract, the CONTRACTOR will have access to, and become aware of, information that involves the pursuit of, apprehension and

prosecution of criminals and/or is of a highly confidential or sensitive nature. **CONTRACTOR will treat the information to which it has access under this Contract as confidential. CONTRACTOR will not disseminate any information to anyone except as provided by this contract.**

- 3.19. The CONTRACTOR will provide the Washtenaw County Sheriff's Office with the name and contact information of the person assigned to handle complaints on their behalf about services provided by the CONTRACTOR.
- 3.20. The CONTRACTOR will adhere to the Complaint Handling Procedures established and approved by the Sheriff for resolution of complaints against the CONTRACTOR. (See Appendix #5 of the RFP)
- 3.21. The CONTRACTOR will strictly comply with the provisions of Michigan Statute as it relates to liens. No CONTRACTOR will place a lien on, attempt to place a lien on, or refuse to turn over without charge to the vehicle owner or other person entitled to possession, any personal property or the contents of any towed vehicle towed under this contract for the first twenty days after taking the vehicle into custody. Additionally, the CONTRACTOR will lien and sell the vehicle in the county in which it was obtained in accordance with Michigan Statute.
- 3.22. For any tow in which a law enforcement agency is responsible for the costs of the tow, CONTRACTOR will bill the law enforcement agency requesting the tow. CONTRACTOR agrees that Washtenaw County is not the guarantor of payment for any tow requested by any Contract Law Enforcement Agency.
- 3.23 All vehicles towed pursuant to this contract will be towed to the CONTRACTOR's Washtenaw County Sheriff's Office approved storage facilities. CONTRACTOR will not tow a vehicle to any other location except as directed by law enforcement personnel, or pursuant to a verbal or written agreement with the vehicle owner.
- 3.24. The CONTRACTOR will use towing software programs such as: Topps, Tracker, Tow Books, Ranger, etc. The towing software programs should have dispatching solutions, GPS tracking, mobile apps for tow drivers' accountability, job status and updates and ability to attach photos which will be part of the detailed billing and invoice report. In addition, the CONTRACTOR will be required to permit the COUNTY access to all information (i.e. invoices, photos, etc.) related to vehicles towed under this contract. The use of the above towing programs will assist in providing a uniform template of information required on tow invoices. The CONTRACTOR will be responsible for the cost of allowing the County access into their system for viewing only contracted tows for the duration of the contract.

#### **4. STORAGE FACILITIES AND EQUIPMENT**

- 4.1. The CONTRACTOR will provide staffing and storage facilities that meet the following minimum requirements within the towing area for which they have been approved. The storage facility must comply with all applicable Township, City and County zoning requirements, building codes and land use requirements.
- 4.2. Usage Restrictions
  - 4.2.1. Residential dwellings and other businesses are prohibited within the secured perimeter of a storage lot.

4.2.2. Secondary storage lots must abide by the same requirements as a primary storage lot for size, security, cleanliness, sign requirements, and vehicle release requirements.

4.3. Administrative Responsibilities

4.3.1 Facsimile machines are at the business office and storage area, if not one in the same.

4.3.2. CONTRACTOR will initially store all law enforcement tows at the storage facility location designated as the primary storage location for the tow area or law enforcement agency for which the tow was requested.

4.3.3. CONTRACTOR will exercise reasonable care to protect stored vehicles and the personal effects thereof from vandalism, theft or burglary.

4.3.4 CONTRACTOR agrees to assume legal responsibility for the theft, disappearance, or damage of a vehicle, its parts or any personal effects within the vehicle once the vehicle has been taken under tow. This does not include items removed from the vehicle and taken into custody by law enforcement personnel.

4.4 Throughout the term of this contract, the CONTRACTOR shall have a secure, lighted vehicle storage lot of suitable size, properly zoned and adequately fenced. The storage lot must be capable of holding a **minimum of twenty (20) passenger size vehicles and at least two (2) maximum-size tractor-trailer combinations simultaneously**. The vehicle storage lot shall be located inside the awarded area or within an adjoining towing area as established by the Washtenaw County Sheriff's Office

4.4.1 For the three Ann Arbor areas, the storage lots associated with the specific area for which services are being contracted for must be located within an 8 mile radius of the City of Ann Arbor Justice Center at 301 E. Huron Street.

4.5 All vehicle storage lots shall be accessible only by the CONTRACTOR. **Documentation of zoning compliance and ownership or exclusive lease of the storage lot is required and shall be attached to this contract.**

4.6. If the CONTRACTOR is unable to store a vehicle because there is insufficient storage space in their lot, the CONTRACTOR shall immediately notify the appropriate law enforcement agency. The CONTRACTOR shall move the vehicle to another storage lot by the law enforcement agency at no additional cost to the vehicle owner, insurance company or law enforcement agency

4.7. The CONTRACTOR shall maintain a minimum of two (2) Light Duty wreckers and two drivers on call to respond to requests for services under this contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The CONTRACTOR shall always maintain an effective means of communication with all trucks/drivers and shall equip all vehicles with all lighting required by Michigan Statute.

4.8. The CONTRACTOR shall make its equipment and facilities available for inspection by the Washtenaw County Sheriff's Office or its designee at any time during normal business hours without prior notice.

- 4.9. If the CONTRACTOR fails to maintain its equipment and storage lot in good repair or maintain mandatory qualified staffing levels at any time during the contract, the Washtenaw County Sheriff's Office may immediately suspend or terminate this contract pursuant to Section 19 Suspension and Termination of the Contract.
- 4.10. The CONTRACTOR must provide a minimum of two (2) vehicle storage spaces at no charge to the Washtenaw County Sheriff's Office and a minimum of two (2) vehicle storage spaces at no charge to the City of Ann Arbor Police Department for their respective use indefinitely for vehicles being held as evidence. This does not relieve insurance companies of potential financial liability for the impound fees, but the storage fees will be waived. At a minimum, each space must accommodate a 1-ton pickup size vehicle
- 4.11. All vehicles impounded shall be stored in a well-lit storage lot that is fenced and secure (a minimum six (6) feet high), with all gates securely locked and a responsible person in charge of the business twenty four (24) hours a day.
- 4.12 Towing and impoundment services provided by the designated CONTRACTOR, including but not limited to storage lot, shall be conducted so as not to create a nuisance to passing motorists and/or surrounding premises, or be in violation of federal or state statutes or local ordinances or regulations governing the site of business.
- 4.13 CONTRACTOR business office hours must be maintained between 8:00 a.m. to 5:00 p.m. Monday through Friday Saturdays, Sundays and holidays are optional In addition, CONTRACTOR shall provide a 24/7 365-day option for arrangements to be made to release vehicles. Proper signage with 24/7 365-day contact phone number listed must be displayed in an area that is prominently viewed by the public.
- 4.14. Vehicles stored in the vehicle storage lot(s) shall be parked with ample or reasonable space between vehicles.
- 4.15. Storage fees are calculated beginning with the time of day the vehicle arrives at the CONTRACTOR'S storage lot.
- 4.15.1. A second day of storage cannot be assessed unless 8 hours has expired since the time of arrival at the storage lot AND a new calendar day has begun.
- 4.15.1.1. For example, if a towed vehicle arrives at the storage lot at 11.00 PM on Monday and is released at 5:00 AM the following day (Tuesday), only ONE (1) day of storage may be charged. If the vehicle were released at 8 AM TWO (2) days of storage may be charged.
- 4.15.2. PAYMENT CONTRACTOR must accept the following methods of payment, subject to proper identification and verification of available credit funds through appropriate agencies:
- 4.15.2.1. U. S. Currency
- 4.15.2.2. Visa, MasterCard or other widely accepted credit cards or debit cards.
- 4.15.2.3. In addition, CONTRACTOR shall provide notice of the options for payment to vehicle owners at the time of release or upon request.

4.15.3. Any items removed from the vehicle by the designated CONTRACTOR shall be inventoried and stored in a locked, secured indoor area. A tag shall be affixed to the items indicating, at a minimum, the appropriate police agency, the vehicle identification number (VIN) and call for service (CFS) number if applicable.

4.15.4. All activities conducted by the CONTRACTOR must follow all statutory, regulatory and contractual requirements.

## **5. PERSONNEL, REQUIREMENTS, AND AVAILABILITY**

5.1. The CONTRACTOR will provide the required services and will not subcontract or assign the services without the COUNTY'S written approval.

5.2. The CONTRACTOR will not hire any COUNTY employee for any of the required services without the COUNTY'S written approval.

5.3. The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the CONTRACTOR. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii

5.4. CONTRACTOR will provide the Washtenaw County Sheriff's Office with a list of the names, addresses, driver's license numbers and dates of birth of all current employees who will perform work covered under this contract.

5.5. CONTRACTOR shall notify the Washtenaw County Sheriff's Office of all changes to the above list for the duration of the contract. All employees performing work covered by this contract shall be licensed as required by applicable Federal, State, and Local laws and ordinances.

5.6. All drivers must be sufficiently trained in the proper handling of vehicles for services provided in this contract. Evidence of training must be provided with the submission of the above requested documentation. Determination of the sufficiency of any training shall be made solely by the Washtenaw County Sheriff's Office.

5.7. Documentation must be provided certifying that the person signing the bid and contract is the principal owner of the business.

5.8. CONTRACTOR shall maintain adequate staffing in order to ensure timely and skilled response to requests for law enforcement tows.

5.8.1. Back-up staffing from any other source must meet the same qualifications as screening as primary staffing.

5.9. Required Security Checks for CONTRACTOR Employees, Drivers and Owners

5.9.1. The Washtenaw County Sheriff's Office will conduct a security check on:

5.9.1.1. All CONTRACTOR employees involved in the execution of this contract.

5.9.1.2. All CONTRACTOR employees who will provide services covered by this contract.

5.9.1.3. All individuals financially responsible for the CONTRACTOR.

- 5.9.2. CONTRACTOR shall be required to pay a minimum fee of \$40.00 for each security check completed for CONTRACTOR employees, drivers and owners.
- 5.9.3. The CONTRACTOR will submit the CONTRACTOR Security Check Request Form (Appendix #6 of the RFP) for all individuals who will be performing tasks related to law enforcement tows.
- 5.9.4. A Security Check Request Form must be submitted within seventy-two (72) hours of a person's employment, if not submitted prior to hiring them.
- 5.9.5. Once the Security Check has been completed:
  - 5.9.5.1. Employees and owners of the CONTRACTOR will be notified of the status of the security check (ex. Pass or Fail) by the Sheriff's Office Tow Coordinator.
  - 5.9.5.2. If an employee does not pass the security check, it is within the Sheriff's discretion to prohibit that employee from providing services related to this contract.
- 5.9.6. Disqualification of a Driver
  - 5.9.6.1. The Michigan S O.S. record for the three-year (3) period before the date of a driver's application will show not more than three (3) of any combination of infractions, serious traffic violations or motor vehicle accidents as defined in Michigan State law. Additionally, there will be no more than two (2) suspensions in the last three (3) years.
    - 5.9.6.1.1. **NOTE:** The driver's license must show the current address of the driver and must be issued from the current state of residence.
  - 5.9.6.2. A driver may be denied based on any misdemeanor or felony charges that show up on the criminal background check.
  - 5.9.6.3. A driver may have no pending, open or unresolved court or criminal matters. This includes uncompleted diversion and unpaid judgments.
- 5.9.7. Disqualification of a Dispatcher
  - 5.9.7.1. A dispatcher may be denied based on any misdemeanor or felony charges that show up on the background check
  - 5.9.7.2. A dispatcher may have no pending, open or unresolved court or criminal matters. This includes uncompleted diversion and unpaid judgments.
- 5.9.8. Rerunning Security Checks
  - 5.9.8.1. Security checks will be re-run when the following occur:
    - 5.9.8.1.1. The CONTRACTOR wants to hire an individual who had a security check run six (6) months or more in the past but did not hire the individual at that time.
    - 5.9.8.1.2. An approved driver leaves the CONTRACTOR and is rehired more than six (6) months later.
    - 5.9.8.1.3. An approved driver is on medical leave for more than six (6) months.

5.9.8.1.4. When a new contract period begins.

5.9.8.1.5. At the discretion of the Washtenaw County Sheriff's Office or Contract Law Enforcement Agency.

5.9.8.2. CONTRACTOR must provide services courteously and professionally with the utmost respect for the people with whom they encounter under the terms of this contract.

5.9.8.3 Failure to meet the qualified staffing levels and availability requirements shall result in suspension and/or termination under the contract.

5.9.8.4. The Washtenaw County Sheriff's Office reserves the right to select an alternative CONTRACTOR to provide Law Enforcement tows when a CONTRACTOR cannot handle a call for any reason, a contract is suspended or terminated; or a CONTRACTOR no longer provides services

## **6. SERVICE RESPONSE BY CONTRACTOR**

### **6.1. GEOGRAPHICAL AREA**

6.1.1. Upon request of the Washtenaw County Sheriff's Office, the CONTRACTOR shall promptly dispatch appropriate equipment which complies with the requirements of this RFP to provide the service.

6.1.2. The Washtenaw County Sheriff's Office agrees to call the CONTRACTOR to service all designated vehicles found within the CONTRACTOR's geographical area, except in those cases as follows: (a) where the vehicle owner, operator, or agent of the owner expresses a preference for a particular CONTRACTOR; provided however, the requested CONTRACTOR can respond in a timely manner as solely determined by the police agency, (b) when a police agency makes a request for a specific CONTRACTOR with specialized equipment, specialized storage and training (i.e. dive rescues).

6.1.3. The Washtenaw County Sheriff's Office agrees to call the area CONTRACTOR to service all impounded vehicles and traffic crashes. The area CONTRACTOR is determined by where the vehicle comes to rest after a crash or incident. *All parties agree that geographical area maps cannot cover every possible scenario that may occur, which may result in the incorrect CONTRACTOR being dispatched for a request for tow on or near a borderline area. Therefore, Metro Dispatch will work diligently with on scene personnel to gather as much information as possible to make the most accurate determination as to which towing firm should be dispatched to a specific area on or near a borderline area. Metro Dispatch's decision will be final.*

6.1.4. In the event the service request is on a boundary road between two areas, the center of the road shall be the dividing line between the two areas. For example, if a request is on Golfside Rd., northbound shall be considered part of Area 3 whereas southbound would constitute as Area 4.

6.1.5. The CONTRACTOR shall not send a truck to a police incident outside the CONTRACTOR's geographical area without the direct authorization of the Washtenaw County Sheriff's Office. If, while in route to provide a private

service, the CONTRACTOR encounters a police incident in the County requiring service that is outside of the CONTRACTOR's geographical area, the CONTRACTOR may provide emergency service only if requested by the law enforcement officer at the scene. The CONTRACTOR shall not solicit or encourage a request for service. Failure to comply with this paragraph is grounds for suspension and/or termination of the Contract pursuant to Section 19 Suspension and Termination of the Contract.

6.1.6. To simplify the process of dispatching wreckers for the Washtenaw County Sheriff's Office, the CONTRACTOR agrees to accept requests for service in their area for nationally recognized road service providers for whom they are authorized to provide service. The CONTRACTOR may provide this service themselves or may elect to contact another authorized provider at their discretion. The CONTRACTOR shall charge rates and accept methods of payment for this request in accordance with their nationally recognized road service contract, not the Washtenaw County Sheriff's Office contract rates.

6.1.6.1. To clarify this paragraph, the general rule of thumb is the public has the right to request a wrecker of their choosing (i.e. AAA, State Farm, etc.). Additionally, the paragraph explains that the nationally recognized road service provider towing rates will apply when a citizen requests them.

6.1.6.2. The police agency reserves the right to overrule the citizen request based upon the totality of the circumstances (i.e. delayed response, arrest, etc.).

## **6.2. TIMELINESS**

6.2.1. Requests for service received by the CONTRACTOR from the Washtenaw County Sheriff's Office, law enforcement officer or police agency shall receive first response priority twenty four (24) hours a day, three hundred sixty-five (365) days a year.

6.2.2. If a call requesting service is canceled prior to the towing firm's wrecker providing service, the Washtenaw County Sheriff's Office, the police agency, or owner/operator of the vehicle will not be obligated to compensate the towing firm

6.2.3. In the event that (a) the CONTRACTOR notifies the Washtenaw County Sheriff's Office that it cannot handle the call, or (b) the CONTRACTOR does not respond to the call within twenty (20) minutes after being notified by the Washtenaw County Sheriff's Office, or (c) the CONTRACTOR, once on the scene, is unable to handle the tow in an expeditious manner, the law enforcement officer at the scene or the dispatcher may request at his or her discretion a different CONTRACTOR to provide the needed service. Only the CONTRACTOR that renders services will receive compensation.

6.2.4. If the CONTRACTOR fails to answer a call from Metro Dispatch for a Law Enforcement Tow request, the Sheriff's Office reserves the right to contract another CONTRACTOR to fulfill the request.

## **7. STORAGE OF PERSONAL PROPERTY OTHER THAN VEHICLES**



- 7.1. The CONTRACTOR may be required to tow and store personal property which does not qualify as "vehicles" (as defined by Michigan Statute 257.79) at no cost to the Washtenaw County Sheriff's Office or the requesting contract law enforcement agency. The CONTRACTOR shall store personal property with appropriate identification in its storage lot, unless another location is directed by the Washtenaw County Sheriff's Office, a contract law enforcement agency, or a law enforcement officer of such agencies. The CONTRACTOR shall immediately contact the requesting agency's property officer during regular business hours to arrange for the transfer of such items to a location designated by the property officer.
- 7.2. CONTRACTORS are not required to tow or store mobile homes or manufactured housing units under the terms of this section or this contract. These homes will be towed to a mutually agreed upon location at the owner's expense.
- 7.3. The CONTRACTOR agrees to store evidence upon the request of the Washtenaw County Sheriff's Office or a contract law enforcement agency without charge to the agency or the property owner. "Evidence" includes any property that is being held for an investigative purpose by the WCSO or another contract law enforcement agency.

## **8. ABANDONED VEHICLES**

- 8.1. The CONTRACTOR must comply with applicable statutes in the towing, storage, redemption, sale and titling of abandoned vehicles. At the time of this contract, the applicable statute is Michigan Statute 257.252 a-k.
- 8.2. If money received from the public sale of a vehicle is greater than the accrued towing and storage fees, the police agency shall receive overpayment of up to \$200.00 per Michigan Statute 257.252g.
- 8.3. It is the responsibility of the CONTRACTOR to comply with Michigan Statute 257.252g regarding the auction process of abandoned vehicles. This includes but not limited to:
  - 8.3.1. The Washtenaw County Sheriff's Office Administration must review and approve all vehicles that are intended for auction prior to any publication of public notice of said auction.
  - 8.3.2. Upon approval, it is the responsibility of the CONTRACTOR to publish the notice of auction in a newspaper that has a general circulation within the County.
  - 8.3.3. The CONTRACTOR must make best attempt to obtain mileage of any vehicle that is being auctioned.
  - 8.3.4. It is the CONTRACTOR's responsibility to conduct the auction in a professional manner. Vehicles must be marked and accessible for viewing at least one (1) hour prior to the auction.

## **9. TOWING, STORAGE, AND REDEMPTION PROCEDURES**

- 9.1. All vehicles shall be released to the registered or authorized owner, unless the registered owner gives written permission to his/her designee. The CONTRACTOR shall retain a copy of the written permission.

- 9.2. In order to release a vehicle, the CONTRACTOR shall contact Metro Dispatch to request the vehicle be removed from Law Enforcement Information Network (LEIN) and E-Impound. The CONTRACTOR may not permit an owner to redeem an impounded vehicle until a release slip has been received from Metro Dispatch. If a release slip cannot be received immediately due to technical issues, the CONTRACTOR shall document that notification to Metro Dispatch has been made but no release slip was received due to technical issues. CONTRACTOR shall include the Metro Dispatch employee's badge number in their documentation. If a vehicle is impounded in an Ann Arbor district for parking tickets, the CONTRACTOR shall retain a copy of the receipt indicating parking tickets have been paid.
- 9.3. A vehicle owner or authorized designee may remove personal property from a vehicle that is not under investigative hold or determined to be evidence by a police agency. Personal property is defined as anything not attached to the vehicle either bolted in or directly wired into the vehicle. Approval shall be a vehicle release form or phone authorization.
- 9.4. The CONTRACTOR may not assert a lien for storage or service against the personal property found in a vehicle. A lien may be asserted only against a vehicle itself.
- 9.5. If the CONTRACTOR receives a title transfer from the owner, Metro Dispatch shall be notified to cancel the vehicle as "Canceled Abandoned Vehicle – Transferred". No Secretary of State fee will be collected on title transfers. CONTRACTORS shall document the Metro Dispatch employee's badge number.
- 9.6. Should a vehicle be removed without payment from a storage area, it is the CONTRACTOR's responsibility to report it to the appropriate police jurisdiction.

## **10. RECORDS**

- 10.1. Receipts must be filled out listing the entire itemized cost for services provided, excluding storage charges (to be added later). The awarded CONTRACTOR must be able to immediately produce impounded vehicle information including date of service and/or VIN number and include any voided charges via their Towing Software System that they shall allow the Washtenaw County Sheriff's Office access.
- 10.2. Records and invoices shall be kept by the designated CONTRACTOR detailing all services rendered, including description of vehicles, locations from which they were towed or impounded, record of the mileage, and any other information which the County shall require. These records shall be maintained and kept throughout the term of this contract (plus one (1) year) and shall be made immediately available to the County or a Contract Law Enforcement Agency for inspection upon request.
- 10.3. The CONTRACTOR shall maintain written records of all vehicles on forms acceptable to the Washtenaw County Sheriff's Office. The forms shall include the place and time of pickup, make, model, and description of the vehicle, including details of any damaged, special or missing equipment. Additional information/records/photos may be required by WCSO or a contract law enforcement agency.
- 10.4. The Sheriff or his/her designee will conduct audits which may include, but not limited to, any written records, all vehicles towed, office, lot, trucks, tow bills,

employee information, equipment records, and proper business registration conforming to all State requirements, to ensure that the documentation of training and compliance is current and complete.

10.5. If the Washtenaw County Sheriff's Office identifies a CONTRACTOR'S operation, conditions of premises or other action which is not in compliance with the bid terms and conditions as stated, the CONTRACTOR shall make corrections within 30 days. Tow companies will assume any and all costs associated with the CONTRACTOR's preparation of audit materials.

10.6. Any unresolved service complaint may result in an audit. In the event the results of an audit, inspection, or service complaint reveal the contractor is not in compliance with the bid terms and conditions stated within, the Washtenaw County Sheriff's Office reserves the right to suspend and/or terminate the Contract pursuant to Section 19 Suspension and Termination of the Contract.

10.7 A reasonable fee may be assessed to the CONTRACTOR for each audit performed (not including the initial bid inspection or the audits).

## **11. PERMISSIBLE FEES**

11.1. The CONTRACTOR shall be paid amounts as provided in this section by the registered owner of the vehicle or authorized designee.

11.2. Charges – Please refer to the Washtenaw County Sheriff's Office Maximum Towing Fees chart (Appendix #4 of the RFP).

11.2.1. Mileage: \$4.50 per mile may be charged for mileage driven in excess of eight (8) miles from the point of hook up to the storage facility or other designated destination. All mileage charges shall be calculated based on one way mileage.

11.2.2. Fuel surcharge: There will not be any fuel surcharge concessions given to the awarded CONTRACTOR.

11.2.3. Storage:

11.2.3.1. Each trailer unit constitutes a separate unit for storage fee purposes.

11.2.3.2. Storage fees shall be assessed for each calendar day, except charges for two days storage cannot be assessed unless a combination of eight (8) hours and the change to a new calendar day occurs.

11.2.4. Additional charge Additional equipment may be needed at an additional charge (i.e. hazardous waste pads, booms, oil dry, disposals, air bags) Any additional equipment 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 substantiate and justify any additional equipment and charges.

11.2.5. Documentation: The CONTRACTOR shall be responsible for providing verifiable documentation to substantiate and justify any charges in excess of either the basic tow rate or storage charges set forth herein. The documentation shall be accompanied with photos attached in the towing software system.

11.2.6. Government Owned or Leased Vehicles: All vehicles eligible for "DOT class 1 & 2" towing which are owned or leased by WCSO or a contract

law enforcement agency shall be provided with basic service at the following rates

11.2 6.1. For basic road service - \$25;

11.2 6.2. For basic tow up to fifteen (15) miles from hook-up - \$30;

11.2.6.3. For tows over fifteen (15) miles from hook-up - \$40 (with no additional mileage charges, unless approved by the Washtenaw County Tow Coordinator).

11.2.7. The cost of gasoline added to the governmental vehicle may be added to the bill. CONTRACTORS that are requested to leave Washtenaw County to pick up or service a vehicle may charge additional mileage at their normal rate from the county line to the location of the vehicle. The CONTRACTOR rendering this service shall have the employee of the Washtenaw County Sheriff's Office or a Contract Law Enforcement Agency sign a bill itemizing the service rendered, and that bill shall be promptly forwarded to the Sheriff's Business Office.

### 11.3. Vehicles excluded from charges

11.3 1 All vehicles impounded for investigative purposes at the request of the Washtenaw County Sheriff's Office, or a Contract Law Enforcement Agency within the CONTRACTOR'S geographical area shall be towed to the police agency's impoundment lot or such other place as may be designated by the Washtenaw County Sheriff's Office or the law enforcement officer. All towing, storage, and ancillary charges associated with investigations or impounds shall be without charge to the governmental entity requesting the tow. Likewise, there shall be no charge to the vehicle's registered owner or owner's authorized representative/insurance company for any investigation related tow or storage.

1. The owner of the vehicle or the owner's authorized representative is not relieved of the responsibility to pay for towing and storage charges if the vehicle would have normally been towed irrespective of the investigative hold. This section only applies to those vehicles that physically are unable to be moved under their own power as determined by the deputy, officer on scene or the Washtenaw County Tow Coordinator.
2. Storage fees may be assessed by the CONTRACTOR starting forty-eight (48) hours after the vehicle is released from the investigative hold and is held at the CONTRACTOR's storage facility. Storage fees cannot be charged back to the first day of the vehicle impoundment.

11.3 2. All vehicles impounded for forfeiture/seizure purposes at the request of the Washtenaw County Sheriff Office, or a law enforcement officer within the CONTRACTOR's geographical area shall be towed to the CONTRACTOR's impound lot. There will be a flat rate fee of \$120.00 for the tow, and no storage charges accrued. The Sheriff's Office will work to have a disposition in a timely manner.

11.3.3. The CONTRACTOR shall notify the investigating agency of any vehicle held on their property on investigative hold for a period of longer than thirty (30) days. The CONTRACTOR may request that any vehicle held on a CONTRACTOR's storage facility for investigative purposes, in excess of forty-five (45) days be moved to a place designated by the agency

impounding the vehicle. If the CONTRACTOR cannot reach resolution on the status of a vehicle held for investigative purposes with the impounding agency, after sixty (60) days the CONTRACTOR may submit a written request to Washtenaw County Sheriff's Office Administration for review with the investigating officer's Command Officer.

11.3.4. If the vehicle is released from the CONTRACTOR's control, the requesting agency shall be responsible for insuring that the CONTRACTOR receives payment for any legitimate charges due them from the owner before the vehicle is released to the owner or the owner's authorized representative. The law enforcement officer shall try to minimize the number of tows and the time the vehicle is held as much as possible.

11.3.4.1. It is the intention of this section to relieve Washtenaw County Sheriff's Office and the police agencies from any unreasonable fees associated with towing and holding vehicles for investigative purposes. It is not intended to require the CONTRACTOR to provide free service to the vehicle owners or insurance companies that would normally have to pay for these services if the vehicle were not involved in an investigation, or from the financial consequences of criminal activity. It should, however, protect innocent owners from paying for towing and storage charges that are requested against their interest at the direction of the police department.

11.3.5. In the event a vehicle is towed and/or stored for unpaid parking tickets at the direction of Washtenaw County Sheriff's Office, or a law enforcement officer and subsequently Washtenaw County Sheriff's Office, or the police agency, City of Ann Arbor Treasury Division/Parking Referee (for City/UM parking tickets) and/or a court has determined the vehicle was improperly impounded, all charges (service, mileage and storage, etc.) shall be waived by the CONTRACTOR unless payment is authorized by court order pursuant to Michigan Statute 257.252(f) or the then applicable statute.

11.3.6. The CONTRACTOR acknowledges that it is its legal responsibility to clean up a crash scene and that normal clean-up is part of the basic service. Clean-up shall be done as quickly as possible and shall entail removal of all crash related debris including debris from scene policing. Such clean-up, however, shall not include the duty to clean up hazardous medical waste and/or hazardous materials. If the required clean-up necessitates the use of motorized equipment to pick up debris, the CONTRACTOR shall be entitled to charge appropriate fees. (See Maximum Towing Fees chart)

11.3.7. Agencies under contract to the Washtenaw County Sheriff's Office shall make a good faith effort to utilize road assistance whenever such assistance is available.

## **12. COMPLAINT AND DISPUTE PROCEDURE**

12.1. At all times, the CONTRACTOR and employees shall conduct business in an orderly, ethical and businesslike manner and use every means to obtain and keep the confidence of the public. All public contact shall be in a respectful and courteous manner

12.2. The Washtenaw County Sheriff's Office has approved the following procedures for resolving a complaint against a Tow Operator, Tow Dispatcher or CONTRACTOR:

12.2.1. Complainant is advised to submit a written complaint to Tow Coordinator, Washtenaw County Sheriff's Office, 2201 Hogback Rd. Ann Arbor, MI. 48105 on a Washtenaw County Sheriff's Office approved form or complainant can call the Washtenaw County Sheriff's Office directly. Complaints may be directed to a Contract Law Enforcement Agency by a complainant if they choose to do so. If a Contract Law Enforcement Agency receives a complaint, the Contract Law Enforcement Agency has the option to handle the complaint prior to notification to the Washtenaw County Sheriff's Office. If a Contract Law Enforcement Agency resolves a complaint, the resolution should also be forwarded to the Washtenaw County Sheriff's Office. If a form is not available, please provide the following information:

12.2.1.1. Name, address and telephone number of the complainant

12.2.1.2. Name of the CONTRACTOR and tow driver (if known)

12.2.1.3. Date and time, location and reason for the tow

12.2.1.4. License plate, VIN # and description of the towed vehicle

12.2.1.5. Copy of the tow bill

12.2.1.6 Description of what occurred and what the complainant feels is wrong

12.2.1.7 A statement of the desired remedy.

12.3. Complaints, depending on the severity, shall be documented and forwarded to the CONTRACTOR with the expectation that a CONTRACTOR representative shall investigate the complaint and provide a written response to the Washtenaw County Sheriff's Office within seven (7) business days. The Washtenaw County Sheriff's Office will coordinate resolution between the CONTRACTOR and the Complainant, if applicable. The CONTRACTOR may contact the Washtenaw County Sheriff's Office for assistance in settling disputes.

12.4. While it is the Washtenaw County Sheriff's Office expectation that the CONTRACTOR will settle complaints prior to them reaching the Sheriff's Office, it is agreed upon that the complainant has a right to complain directly to the Sheriff's Office for tow complaints under the Contract.

12.5. The determinations of the Washtenaw County Sheriff's Office shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination may subject the CONTRACTOR to suspension and/or termination of the Contract pursuant to Section 14 Suspension and Termination of the Contract.

12.6. None of these steps are intended to preclude the Complainant from pursuing action in civil court.

12.7. An approved complaint form can be found in Appendix #5 of the RFP

12.8. The CONTRACTOR shall provide written notice (Appendix #5 of the RFP) to the person(s) entitled to possession of the vehicle of their right to file a complaint against the CONTRACTOR.

### **13. TOW BILL OF RIGHTS**

- 13.1. In effort to keep the public informed and protected, as well as meet our mission of providing quality service, the Washtenaw County Sheriff's Office has developed a Tow Bill of Rights. This Tow Bill of Rights will give the public a better understanding of their basic rights regarding towing services in Washtenaw County.
- 13.2. The Tow Bill of Rights is included in the Contract as Appendix #11 of the RFP.
- 13.3. The Tow Bill of Rights shall be displayed prominently in the contracted CONTRACTOR's place of business for the general public to view.
- 13.4. The CONTRACTOR shall also provide a copy of the Tow Bill of Rights upon request.

### **14. SUSPENSION AND TERMINATION**

- 14.1. If at any time during the term of this agreement, CONTRACTOR is in violation of any of the terms and conditions, the Sheriff, in his or her sole discretion, shall have the right to suspend the CONTRACT until the issue is resolved to the satisfaction of the Sheriff.
- 14.2. A notice of suspension will be mailed, first-class postage prepaid, to the CONTRACTOR'S last known address. The notice will state the length of the suspension and what the CONTRACTOR must do to be reinstated. If the suspension takes effect immediately, the Washtenaw County Sheriff's Office Tow Coordinator will contact the CONTRACTOR by telephone in addition to written notice.
- 14.3. Either party may terminate the contract without cause by providing thirty (30) days written notice to the other party.
- 14.4. The Washtenaw County Sheriff's Office reserves the right to select an alternative CONTRACTOR or firms to provide Law Enforcement tows if a contract is suspended or terminated.

### **15. SHERIFF RESPONSIBILITIES**

- 15.1. The Washtenaw County Sheriff's Office shall be responsible for providing a Sheriff's Office point of contact for coordination of services.
- 15.2. The Washtenaw County Sheriff's Office will provide CONTRACTORS with maps of the entire area served by this Contract showing the boundaries for each tow area.
- 15.3. The Washtenaw County Sheriff's Office will provide CONTRACTORS with the Towing Fee Structure in effect for the duration of this contract. (Appendix #4 of the RFP)
- 15.4. The Washtenaw County Sheriff's Office will provide CONTRACTORS with a Security Check Form (Appendix #6 of the RFP). CONTRACTORS are required to submit a form for everyone who will be performing work covered by this contract.

### **16. CHOICE OF LAW AND FORUM**

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

## **17. ASSIGNS AND SUCCESSORS**

17.1. This contract is binding on the COUNTY and the CONTRACTOR, their successors and assigns. Neither the COUNTY nor the CONTRACTOR will assign or transfer its interest in this contract without the written consent of the other.

## **18. RECORDS/AUDIT**

18.1. The CONTRACTOR shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of one (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the COUNTY.

18.2. The CONTRACTOR agrees to make available for review and audit to the COUNTY and or COUNTY consultant, during normal business hours, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one (1) year following the last day of the contract.

## **ARTICLE II - COMPENSATION**

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount based on discounts and labor charges submitted in accordance with RFP #7501.

## **ARTICLE III - REPORTING OF CONTRACTOR**

Section 1 - The Contractor is to report to the Sheriff and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

## **ARTICLE IV - TERM**

This contract begins on the date of this agreement and ends on February 28, 2023 with an option to extend for two (2) additional one (1) year periods

## **ARTICLE V - PERSONNEL**

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.



Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

#### ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

Contractor shall indemnify and hold harmless the County and the Washtenaw County Sheriff's Office, their officers, agents, servants, volunteers and employees from any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. In the event that the Contractor uses a subcontractor, in compliance with the provision herein, Contractor shall indemnify and hold harmless the County and the Washtenaw County Sheriff's Office, their officers, agents, servants, volunteers and employees from liabilities, damages, losses and costs,

including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of its subcontractor and persons employed or utilized by subcontractor in the performance of this agreement.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County or the Washtenaw County Sheriff's Office to enforce this Indemnification Clause shall be borne by the Contractor. This indemnification clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

### ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Washtenaw County Sheriff's Office 2201 Hogback Road, Ann Arbor Michigan 48105 and Contract 52292, and shall provide for written notice to the Certificate holder of cancellation of coverage.

### ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

Contractor shall obtain all permits or licenses necessary to perform the work. Failure to comply shall constitute a material breach of this contract

#### ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

#### ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$13.61 per hour with benefits or \$15.18 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2020 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

#### ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

#### ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

#### ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

#### ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

#### ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

#### ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

#### ARTICLE XXI - CHOICE OF LAW AND FORUM

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 03/12/2020

By: Gregory Dill 03/11/2020

Lawrence Kestenbaum (DATE)  
County Clerk/Register

Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT

CONTRACTOR

By: Jerry L Clayton 3/9/2020 (DATE)  
Sheriff

By: Michael B Corrigan 3-5-2020 (DATE)  
President

APPROVED AS TO FORM:

By: Michelle K. Billard 03/10/2020

Michelle K. BILLARD (DATE)  
Office of Corporation Counsel  
OFFICE OF CORPORATION COUNSEL

BID #7501 TOWING SERVICES FOR WASHTENAW COUNTY SHERIFF'S OFFICE

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

<b>MAXIMUM TOWING SERVICES FEES</b> 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 <sup>mile</sup>
	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
<b>ADDITIONAL CHARGES</b>	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

BID #7501 TOWING SERVICES FOR WASHTENAW COUNTY SHERIFF'S OFFICE

	Standby Time over 30 min	See Definition in RFP
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**\* 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**