

ORDINANCE NO. 99-24

**AN ORDINANCE TO AWARD THE BID FOR A TOWING & STORAGE CONTRACT
FOR THE CITY OF AVON POLICE DEPARTMENT
AND DECLARING AN EMERGENCY**

WHEREAS, Council, pursuant to Resolution R-24-24, passed on September 23, 2024, advertised for bids to enter into a contract with a towing company for services required by the Avon Police Department; and

WHEREAS, bids were received from Patton's Towing, Inc. and Sugar Ridge, Inc.; and

WHEREAS, the City Safety Director and the Chief of Police reviewed the two bids and the various charges specified therein and found both to be responsive; and

WHEREAS, upon the recommendation of the Safety Director and the Chief of Police as set forth in Exhibit A, Council finds that awarding the lowest and best bid submitted by Sugar Ridge, Inc. to be in the best interests of the health, safety, and welfare of the citizens of Avon.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That the Towing Contract Specifications submitted by Sugar Ridge, Inc., and outlined in Exhibit "B" is hereby accepted as the lowest and best bid received. Council authorizes the Chief of Police or the Safety Director to execute same with the approval of the Law Director. Council hereby authorizes the Finance Director to advance funds from the Police Department Fund No. 221 to meet the obligations incurred therein.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to award the bid for the towing contract for the Avon Police Department before the current contract expires at the end of November, 2024; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 11, 2024

DATE SIGNED: November 11, 2024

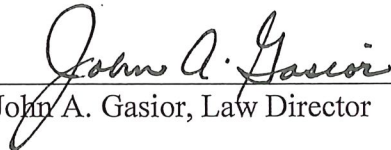
By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: November 12, 2024



Bryan K. Jensen, Mayor

APPROVED AS TO FORM:



John A. Gasior, Law Director

ATTEST:



Barbara Brooks, Clerk of Council

Posted: November 13, 2024
Electronically and at City Hall as
Provided by Council

Prepared By:

John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 99-24, passed by the Council of said City on November 11, 2024.

IN WITNESS WHEREOF, I have on this 12th day of November 2024, affixed my signature and official seal.



Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio



CITY OF AVON

POLICE DEPARTMENT



36145 DETROIT ROAD * AVON, OHIO 44011-1099 * (440) 934-1234 * FAX (440) 934-4054 * WWW.AVONPD.COM

To: Safety Director Streator
From: Chief Fischbach
Date: October 24, 2024
In re: 2024 Towing / Salvage Contract

Sir,

As you are aware, our current towing and salvage contracts with Sugar Ridge Towing is set to expire on November 17, 2024. As a result, authorization was received from council to issue a request for bids for a new contract for towing and salvage requirements of the Police Department. The deadline for submitting bids was established as October 18, 2024 at 2:00pm at which time the submitted bids were opened. Two companies submitted bids for both towing and salvage services with those two companies being Sugar Ridge Inc. and Patton's Towing Inc.

I have reviewed both companies' submissions and it is my recommendation that the contracts for towing and salvage services be awarded to Sugar Ridge Inc. Based on their submissions, Sugar Ridge Inc. will provide towing services at a lower cost in almost all areas compared to Patton's Towing Inc. In addition to the cost savings, we have experienced great service from Sugar Ridge Inc. over the course of the last (5) five years and I expect that service will continue going forward.

If you need any additional information regarding these contracts, please let me know.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Daniel Fischbach".

Chief Daniel Fischbach
Avon Police Department

EXHIBIT B TO ORDINANCE NO. 99-24

**CITY OF AVON, OHIO
BID SPECIFICATIONS
TOWING
SERVICES**

**BID OPENING
October 18, 2024
2:00 p.m.**

TABLE OF CONTENTS

Notice to Bidders	1
Instruction to Bidders	2-3
Specifications	
Towing Specifications	4-10
Documents/Forms	
Tax Affidavit.....	11

NOTICE TO BIDDERS
Towing Services for the Avon Police Department

Separate sealed bids may be received by the Mayor of the City of Avon, Ohio in the Office of the Mayor, City Hall Building, 36080 Chester Road, Avon, Ohio 44011 until **2:00 p.m.**, Local Time on **Friday, October 18, 2024** at which time they will be opened and publicly read aloud. Said specifications are available in the Office of the Mayor (440) 937-7805. Attention: Rose Seighman, 36080 Chester Road, Avon, Ohio 44011.

Each bid must contain the full name of every person or company interested in same. The successful bidder(s) will be required to provide *Proof of Insurance*.

The City reserves the right to waive any technicalities, informalities or irregularities or to reject any or all bids received, and to accept any bid with any combination of alternatives which is deemed most favorable to the City of Avon, Ohio at the time and under the conditions stipulated in the project documents.

Published by Order of: Bryan K. Jensen, Mayor

INSTRUCTION TO BIDDERS

SPECIFICATIONS:

Bidders are advised to examine the Specifications, Notice to Bid, Instructions to Bidder, and any other pertinent documents, which are required to be filed with bid, in order that they may be fully informed as to the nature of the requirements of the City of Avon under this bid.

PROPOSAL:

EACH proposal shall be submitted in a **SEALED** envelope, addressed to the Mayor of the City of Avon at 36080 Chester Road, Avon, Ohio 44011 and shall ***bear the following:***

**NAME OF THE BIDDER
ADDRESS OF THE BIDDER
PROJECT BEING BID**

LATE PROPOSALS:

Absolutely no proposals will be received after **2:00 p.m., Local Time on Friday, October 18, 2024.**

NAME OF BIDDERS:

Each proposal must contain the full name and address of each person, firm or company interested therein. In the case of a partnership, the name and address of each partner must be stated. The said bid proposal submitted to the Office of the Mayor must be signed by the Corporate or Individual name of the bidder. In the case of a corporation, the title of the officer signing must be stated. In the case of a partnership, the signature of at least one (1) of the partners must follow the firm name.

COMPETENCY OF BIDDER:

During a review of the bids, the Bidder shall furnish the City of Avon, ***upon request,*** information and evidence satisfactory to the Mayor, that the Bidder has the necessary experience, ability, facilities, and financial resources to fulfill the conditions of the contract and specifications.

PROPOSALS WITHDRAWAL:

After a proposal has been deposited as above noted, no proposal shall be returned for any reason, nor will any modification of any proposal be accepted.

RIGHT TO ACCEPT OR REJECT PROPOSALS:

The City of Avon reserves the right to reject any or all proposals, or parts thereof, to waive any informalities or irregularities in the bids/proposals received, and to accept any proposal which is deemed most favorable to the City of Avon.

CONTRACT:

The contract shall be provided by the City of Avon and will be submitted to the vendor who receives the award of the contract as soon as possible after the award has been made. After the contract is fully executed, an original contract will be returned to the vendor.

DELIVERY:

Not applicable.

SPECIFICATIONS

TOWING CONTRACT SPECIFICATIONS

- 1) **PURPOSE:** An agreement is needed to provide for the removal, towing and/or storage of vehicles which are designated by the city as *junked, unclaimed, damaged, abandoned, stolen, illegally parked, a roadway hazard, rendered inoperative* as a result of a motor vehicle crash, injury to the operator, arrest of the operator, impounded as evidence or contraband or any other item(s) that are not removable by normal means by Law Enforcement Officers.
- 2) **AMENDMENT:** A bidder may offer an alternative to any specific item listed in these specifications, or offer a complete alternate proposal, conditioned upon that any proposed alternative or substitution meets or exceeds the conditions set forth in these specifications.
- 3) **DURATION:** The agreement will be for a term of three (3) years, with option for two (2) one-year renewals, as approved by the Avon City Council, subject only to the terms and conditions herein contained and as provided by law.
- 4) **SERVICE:** The services to be provided to the City of Avon and to the public by the contractor, shall be available twenty-four (24) hours a day each day of the year, to every area of the City, to every person without discrimination as to person(s) or area served.
- 5) **WRECKER UNITS AVAILABLE:** There shall at all times be available for service to Avon by Contractor no less than two (2) standard wrecker units and (1) flat bed wrecker.
- 6) **TOWING AND STORAGE FACILITIES:** Each standard wrecker unit and all equipment shall be maintained in safe and good order and condition, available for service, and shall meet all the following minimum requirements:
 - a) Be not less than one-ton in size and be equipped with booster brakes;
 - b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, or not less than eight thousand pounds, single line capacity;
 - c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lock out equipment;
 - d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline; and
 - e) Be equipped with a two-way business type radio allocated to wrecker service operators.

There shall also be available at all times for service within Avon, either by direct ownership or through a subcontractor approved by Avon, at least one (1) heavy-duty wrecker unit. Each heavy-duty wrecker unit and all equipment shall be maintained in safe and good order condition and shall meet all the following minimum requirements:

- a) Be not less than 2 1/2 tons in size and be equipped with booster brakes;
- b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, of a minimum of thirty (30) tons;
- c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lockout equipment;
- d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline;
- e) Be equipped with a two-way business type radio allocated to wrecker service operators.

7) **TOWING AND STORAGE FACILITIES:** Contractor shall maintain a vehicle storage facility ('facility') within a 5-mile radius of the city limits of the City of Avon, Ohio. Said facility shall be constructed, maintained and operated under the following terms and conditions:

- a) The entire area of said facility shall be enclosed with a six-foot solid wall or uniformly painted board fence or other enclosure approved by Avon.
- b) Access to said facility should be maintained by a locking automatic gate or other gate capable of being locked with a heavy-duty type lock;
- c) Said facility shall remain under lock and security at all times when not attended by the Contractor's employee(s);
- d) Said facility shall be accessible for release of vehicle(s) or personal belongings impounded by Avon each day for the year from 8:00AM to 4:00PM;
- e) Said facility shall contain sufficient space for at least fifty (50) vehicles;
- f) All vehicles at said facility shall be stored in rows no more than four (4) vehicles deep with drive aisles at least twenty-five (25) feet wide on each side of the four (4) deep rows;
- g) No vehicle, whether or not ordered into storage by Avon, shall be stored or remain at said facility more than sixty (60) days, except with the express written consent of Avon;
- h) Any and all fuel, oil, or other liquid shall be pumped out of any vehicles that are severely leaking and said vehicles shall be placed on a concrete pad until fluids are removed.

NOTE: The towing and storage facilities do not need to be in the same location.

8) **RESPONSE TIME:** Contractor shall promptly respond to all calls within the City of Avon and be at the called scene within twenty (20) minutes of the time contractor is called, except for heavy-duty wreckers which shall be at the called scene within thirty (30) minutes of the time contractor is called.

9) **TOWING/STORAGE RATES:** The maximum fees to be charged to the public for emergency wrecker service under the agreement shall be as follows, to wit:

✚ Normal police requested response and tow of a passenger type vehicle	\$ 100 ⁰⁰	
✚ Normal police requested response and tow of a commercial vehicle-1-ton straight truck	\$ 225 ⁰⁰	Empty
1 1/2 ton and up straight truck	\$ 275 ⁰⁰	Loaded
Tractor (semi-type)	\$ 325 ⁰⁰	
Tractor-Trailer Unit	\$ 600 ⁰⁰	
	\$ 850 ⁰⁰	
✚ Normal police requested response and tow of a motorcycle, moped, motorbike, snowmobile or other such type vehicle:		

Motorcycle/Motorbike	\$ 125 ⁰⁰ / ₁₀₀
Moped or Mini-bike	\$ 75 ⁰⁰ / ₁₀₀
Snowmobile or other similar type vehicle	\$ 50 ⁰⁰ / ₁₀₀

✚ **Labor charges for any additional work:**

Unlock a vehicle at scene of tow	\$ 0
Change a tire at scene of tow	\$ 0
Pull fender/bumper away from vehicle	\$ 0
Disconnect transmission linkage	\$ 20 ⁰⁰ / ₁₀₀
Remove drive shaft (car)	\$ 0
Remove drive shaft (truck)	\$ 75 ⁰⁰ / ₁₀₀
Remove axle (truck)	\$ 75 ⁰⁰ / ₁₀₀
Hook up auxiliary lights (car)	\$ 0
Hook up auxiliary lights (truck)	\$ 0
Use of dollies or flat bed	\$ 50 ⁰⁰ / ₁₀₀
Provide two (2) gallons of unleaded gasoline	\$ 25 ⁰⁰ / ₁₀₀

✚ **Storage Facility Charges (cars):**

1 st fifteen (15) days (per day)	\$ 25 ⁰⁰ / ₁₀₀
2 nd fifteen (15) days (per day)	\$ 25 ⁰⁰ / ₁₀₀
More than thirty (30) days (per day)	\$ 25 ⁰⁰ / ₁₀₀

✚ **Storage Facility Charges (trucks):**

Straight trucks (per day)	\$ 50 ⁰⁰ / ₁₀₀
Semi-tractor trailer units (per day)	\$ 50 ⁰⁰ / ₁₀₀

✚ **Fees for response to scene where the tow is not executed as determined by Avon personnel:**

If not hooked up	\$ 0
If hooked up	\$ 0

NOTE: Fees to be included in the charges to the public for normal police requested response is the clean up of the scene unless otherwise agreed to in writing by Avon.

Items to be provided at **NO COST** to Avon:

- Response to the scene to clean any debris from the accident when no tow is required.
- Response to and/or tow Avon vehicle(s) from any location.

NOTE: The rates stated above for any and all responses and tows hereunder shall include all costs and expenses in connection therewith.

- a) Additional charges for Major Scene* clean-up must be approved by the Chief or officer in charge in advance

Hourly Rates for Major Scenes

\$ 175⁰⁰ HR. PER UNIT

Costs for Crash Wrap

\$ 50⁰⁰

- 10) **INSURANCE:** Contractor agrees that upon execution of this agreement with Avon that contractor shall submit to Avon a **certificate(s) of insurance** indicating that Avon is named as an additional insurance on the policies evidenced by the certificate, and providing that a written notice of non-renewal, cancellation or material changes in liability limits will be given to Avon no less than thirty (30) days prior to any such action. The certificate shall evidence such insurance, as is hereinafter more specifically provided, to protect contractor from claims for damages for bodily injury, including wrongful death, and for damage to property, including property in the care, custody and control of contractor, for any incident arising from or connected with contractor, its employees, agents or representatives, in performance of this agreement.

The general liability, automotive liability or umbrella/excess liability policies shall not contain a provision, which eliminates coverage for damages arising out of, or caused by the negligence of the additional insured.

The types and minimum limits of insurance carried by contractor with an insurer or insurer(s) authorized to do business in the State of Ohio shall be according to the following schedule:

<u>TYPE OF INSURANCE:</u>	<u>MINIMUM LIABILITY LIMITS:</u>
General Liability & Garage Liability	\$1,000,000.00
Including: Premises/Operations	
Products/Completed Operations	
Contractual	
Independent Contractors	
Personal Injury	
Rigging	\$ 50,000.00
Cargo	\$ 100,000.00
Garage Keepers	\$ 200,000.00
Automobile Liability	\$1,000,000.00 combined
Including: Bodily injury	
Property damage	
Any Auto	
All owned autos (private passenger)	
All owned auto (other than private passenger)	
Hire autos	
Non-owned autos	
Umbrella Form (Excess Liability)	\$1,000,000.00

The contractor shall furnish to Avon a current certification of premium payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

11) DISPOSITION OF VEHICLE(S) IN STORAGE FACILITY: Contractor shall not dispose of any vehicle, impounded, or stored pursuant to the agreement without the written authorization of Avon. Upon said written authorization, disposition of vehicles towed, impounded or stored, pursuant to said agreement shall be as follows:

a) VEHICLE(S) RELEASED TO OWNER OR OTHER AUTHORIZED AGENT(S):

Vehicle(s) towed, impounded or stored pursuant to the agreement shall be released to the owners or any other authorized agent upon written notification to contractor to release same. Vehicle(s) being released shall be released in the same condition the vehicle was in at the time of tow, impounded or storage. All tow and storage fees shall be the responsibility of the owner or authorized agent, subject to the Section 13-Waiver of Fees conditions of the agreement.

b) VEHICLE(S) DISPOSED OF AS THE RESULT OF AN UNCLAIMED VEHICLE AFFIDAVIT UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an unclaimed vehicle affidavit, shall upon written notice by Avon, be delivered to the locations as specified by Avon. Vehicle(s) shall be delivered in the same conditions the vehicles(s) were in at the time of tow, impound or storage. Any and all monies arising from disposal of unclaimed vehicles less towing and storage fees as allowed hereunder shall be paid to Avon and deposited with the Finance Director for the City of Avon.

c) VEHICLE(S) DISPOSED OF AS A RESULT OF AN ABANDONED JUNK VEHICLE AFFIDAVIT BEING FILED UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an abandoned junk vehicle affidavit, shall upon written notice by Avon, be delivered to a State of Ohio licensed salvage dealer determined by Avon. Vehicle(s) shall be delivered in the same conditions the vehicle(s) was in at the time of tow, impounded or storage. Any and all monies arising from disposal of abandoned junk motor vehicle(s) shall be paid to Avon and deposited with the Finance Director for the City of Avon.

d) Contractor may submit to Avon an invoice for the towing and storage fees for unclaimed or abandoned junk vehicle(s) as described in Section 9-Towing and Storage Rages and subject to Section 13-Waiver of Fees. If the vehicle(s) is an unclaimed vehicle, said invoice shall not exceed

the value of such unclaimed vehicle(s) as determined at the time of actual disposal by Avon. If vehicle is an abandoned junk vehicle(s) said invoice shall not exceed the contracted salvage value of the vehicle(s).

- 12) **AVON'S LIABILITY:** Avon **shall not** be liable to contractor for any charges of fees which may result, to wit:
- a) Wherein the owner of a vehicle is the victim of a crime or the owner of a stolen recovered vehicle.
 - b) Wherein the vehicle was impounded by Avon in error.
 - c) Wherein the vehicle was forfeited by seizure actions and turned over to the City of Avon.
- 13) **WAIVER OF FEES:** Contractor shall waive any and all towing or storage fees charged or assessed, upon written request by the City of Avon. Said waiver request form shall be in writing and shall state the reason(s) for the waiver of fees.
- 14) **WRECKER UNIT IDENTIFICATION:** Each wrecker unit shall maintain and display contractor name, telephone number or permit designation as prescribed by the City of Avon, and said identification shall be conspicuously displayed.
- 15) **INSPECTION OF WRECKER UNITS/STORAGE FACILITY:** Avon shall have the authorization at any time, without notice, to make inspection of the wrecker units and/or the storage facility and any records pertain to tows originated by the City of Avon. This inspection shall be recorded and copies provided to contractor, the Safety Director's office and the Chief of Police. If discrepancies are found, a time limit will be given to correct any problem(s) found and provide for re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Service Director for any possible remedy or action.
- 16) **WRECKER OPERATORS:** The towing/storage operators shall be licensed by the State of Ohio and in good standing (valid Ohio Operator's license) and shall be properly insured.
- 17) **ASSIGNMENT OF AGREEMENT:** Contractor shall not assign this agreement, or any part thereof, without first securing the written consent of Avon. Contractor shall not employ additional equipment or garage services from another garage on a temporary basis unless such equipment or garage has been approved by the City of Avon. In the event of such temporary employment, contractor shall be responsible for and warrant the work and actions of such garage while it is performing services in Avon under this agreement and all the terms set forth in this agreement shall apply to any

services or equipment so temporarily employed. Before the vehicles of a temporary employed garage will be permitted to perform services under the agreement, contractor shall furnish proof to Avon that the insurance coverage required herein has been secured for such garage furnishing the temporary services. This section does not apply in the event of a true emergency.

18) SUBCONTRACTING: Contractor shall not subcontract any work without prior written approval from Avon.

19) REGULATIONS: Contractor shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and shall hold Avon harmless there from.

20) SAFETY ISSUES: It is the intention of this section that safety not be sacrificed for job completion, but should be an integral part of the planning process. Contactor will be solely responsible for the safety and health of their employees and for the protection of property and the general public, complying with all O.S.H.A., federal, state, county, and local safety and health laws, regulations and specifications. Contractor will cooperate fully with City of Avon personnel and the Avon Police Department. Contractor will ensure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.

All employees of the contractor while on any job will wear proper clean clothing. This will include a traffic visible color for the shirt such as orange, yellow or the approved color. A reflective vest or jacket with reflective stripes will be worn at night. No shorts, athletic shoes or other inappropriate clothing will be worn. All shirts and jackets will have the name of the contractor professionally silk-screened or embroidered on it.

21) CONTACT INFORMATION: Any questions pertaining to these bid specifications shall be made to the following persons:

Technical Questions:	Chief Daniel Fischbach	440-934-1210
Bid/Administrative:	Rose Seighman	440-937-7805

TAX AFFIDAVIT

State of OHIO

SS

County of LORAIN

I, EDWARD NOWAK
(Name)

PRESIDENT
(Officer or Title)

of the SUGAR RIDGE INC, first being duly sworn does
(Company Name)

depose and state that it has submitted a competitive bid for a contract, to be administered and awarded by the City of Avon, Ohio. Further, Affiant says that it was not charged with any delinquent personal property taxes, penalties or interest or owing to the County of Lorain, State of Ohio, except as hereinafter stated:

NONE

(If none, state NONE. If due, state amount due together with assessed interest and penalty).

Further, Affiant says that a copy of this statement, affirmed under oath shall be made a part of its bid and the contract to be awarded.

Further, Affiant sayeth naught.

SUGAR RIDGE INC
(Corporation or Business)

By: Ed Nowak

Title: PRESIDENT

Sworn to and subscribe in my present this 10 day of OCTOBER, 2024



MATHEW W BARTLOME
Notary Public
State of Ohio
My Comm. Expires
February 4, 2029

Mathew W. Bartlome
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commonwealth Casualty Group 10800 Pearl Rd B1 Strongsville OH 44136		CONTACT NAME: Brendt Miller PHONE (A/C, No, Ext): 4402688386 E-MAIL: bmliller@ccg-ins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AMGUARD INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC #
INSURED Sugar Ridge Inc DbA E A N Enterprises LLC 41850 OBERLIN ELYRIA RD ELYRIA OH 44035				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	K2GP528810	02/21/2024	02/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	K2GP528810	02/21/2024	02/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ON HOOK GARAGE KEEPERS			K2GP528810	02/21/2024	02/21/2025	100,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF AVON 36145 DETROIT ROAD AVON OH 44011	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brendt Miller

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CITY OF AVON, OHIO TOWING Contract

**Awarded to: Sugar Ridge Inc.
Avon Ordinance: 99-24
November 11, 2024**

**Effective: November 12, 2024
Expires: November 11, 2027**

TOWING CONTRACT SPECIFICATIONS

- 1) **PURPOSE:** An agreement is needed to provide for the removal, towing and/or storage of vehicles which are designated by the city as *junked, unclaimed, damaged, abandoned, stolen, illegally parked, a roadway hazard, rendered inoperative* as a result of a motor vehicle crash, injury to the operator, arrest of the operator, impounded as evidence or contraband or any other item(s) that are not removable by normal means by Law Enforcement Officers.
- 2) **AMENDMENT:** A bidder may offer an alternative to any specific item listed in these specifications, or offer a complete alternate proposal, conditioned upon that any proposed alternative or substitution meets or exceeds the conditions set forth in these specifications.
- 3) **DURATION:** The agreement will be for a term of three (3) years, with option for two (2) one-year renewals, as approved by the Avon City Council, subject only to the terms and conditions herein contained and as provided by law.
- 4) **SERVICE:** The services to be provided to the City of Avon and to the public by the contractor, shall be available twenty-four (24) hours a day each day of the year, to every area of the City, to every person without discrimination as to person(s) or area served.
- 5) **WRECKER UNITS AVAILABLE:** There shall at all times be available for service to Avon by Contractor no less than two (2) standard wrecker units and (1) flat bed wrecker.
- 6) **TOWING AND STORAGE FACILITIES:** Each standard wrecker unit and all equipment shall be maintained in safe and good order and condition, available for service, and shall meet all the following minimum requirements:
 - a) Be not less than one-ton in size and be equipped with booster brakes;
 - b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, or not less than eight thousand pounds, single line capacity;
 - c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lock out equipment;
 - d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline; and
 - e) Be equipped with a two-way business type radio allocated to wrecker service operators.

There shall also be available at all times for service within Avon, either by direct ownership or through a subcontractor approved by Avon, at least one (1) heavy-duty wrecker unit. Each heavy-duty wrecker unit and all equipment shall be maintained in safe and good order condition and shall meet all the following minimum requirements:

- a) Be not less than 2 1/2 tons in size and be equipped with booster brakes;
- b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, of a minimum of thirty (30) tons;
- c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lockout equipment;
- d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline;
- e) Be equipped with a two-way business type radio allocated to wrecker service operators.

7) **TOWING AND STORAGE FACILITIES:** Contractor shall maintain a vehicle storage facility ('facility') within a 5-mile radius of the city limits of the City of Avon, Ohio. Said facility shall be constructed, maintained and operated under the following terms and conditions:

- a) The entire area of said facility shall be enclosed with a six-foot solid wall or uniformly painted board fence or other enclosure approved by Avon.
- b) Access to said facility should be maintained by a locking automatic gate or other gate capable of being locked with a heavy-duty type lock;
- c) Said facility shall remain under lock and security at all times when not attended by the Contractor's employee(s);
- d) Said facility shall be accessible for release of vehicle(s) or personal belongings impounded by Avon each day for the year from 8:00AM to 4:00PM;
- e) Said facility shall contain sufficient space for at least fifty (50) vehicles;
- f) All vehicles at said facility shall be stored in rows no more than four (4) vehicles deep with drive aisles at least twenty-five (25) feet wide on each side of the four (4) deep rows;
- g) No vehicle, whether or not ordered into storage by Avon, shall be stored or remain at said facility more than sixty (60) days, except with the express written consent of Avon;
- h) Any and all fuel, oil, or other liquid shall be pumped out of any vehicles that are severely leaking and said vehicles shall be placed on a concrete pad until fluids are removed.

NOTE: The towing and storage facilities do not need to be in the same location.

8) **RESPONSE TIME:** Contractor shall promptly respond to all calls within the City of Avon and be at the called scene within twenty (20) minutes of the time contractor is called, except for heavy-duty wreckers which shall be at the called scene within thirty (30) minutes of the time contractor is called.

9) **TOWING/STORAGE RATES:** The maximum fees to be charged to the public for emergency wrecker service under the agreement shall be as follows, to wit:

✚ Normal police requested response and tow of a passenger type vehicle	\$ 100.00	
✚ Normal police requested response and tow of a commercial vehicle-1-ton straight truck	\$ 225.00	Empty
	\$ 275.00	Loaded
1 1/2 ton and up straight truck	\$ 325.00	
Tractor (semi-type)	\$ 600.00	
Tractor-Trailer Unit	\$ 850.00	
✚ Normal police requested response and tow of a motorcycle, moped, motorbike, snowmobile or other such type vehicle:		

Motorcycle/Motorbike	\$ 125.00
Moped or Mini-bike	\$ 75.00
Snowmobile or other similar type vehicle	\$ 50.00

 Labor charges for any additional work:

Unlock a vehicle at scene of tow	\$ 0
Change a tire at scene of tow	\$ 0
Pull fender/bumper away from vehicle	\$ 0
Disconnect transmission linkage	\$ 20.00
Remove drive shaft (car)	\$ 0
Remove drive shaft (truck)	\$ 75.00
Remove axle (truck)	\$ 75.00
Hook up auxiliary lights (car)	\$ 0
Hook up auxiliary lights (truck)	\$ 0
Use of dollies or flat bed	\$ 50.00
Provide two (2) gallons of unleaded gasoline	\$ 25.00

 Storage Facility Charges (cars):

1 st fifteen (15) days (per day)	\$ 25.00
2 nd fifteen (15) days (per day)	\$ 25.00
More than thirty (30) days (per day)	\$ 25.00

 Storage Facility Charges (trucks):

Straight trucks (per day)	\$ 50.00
Semi-tractor trailer units (per day)	\$ 50.00

 Fees for response to scene where the tow is not executed as determined by Avon personnel:

If not hooked up	\$ 0
If hooked up	\$ 0

NOTE: Fees to be included in the charges to the public for normal police requested response is the clean up of the scene unless otherwise agreed to in writing by Avon.

Items to be provided at **NO COST** to Avon:

- Response to the scene to clean any debris from the accident when no tow is required.
- Response to and/or tow Avon vehicle(s) from any location.

NOTE: The rates stated above for any and all responses and tows hereunder shall include all costs and expenses in connection therewith.

- a) Additional charges for Major Scene* clean-up must be approved by the Chief or officer in charge in advance

Hourly Rates for Major Scenes \$ 175.00/hour per unit

Costs for Crash Wrap \$ 50.00

- 10) **INSURANCE:** Contractor agrees that upon execution of this agreement with Avon that contractor shall submit to Avon a **certificate(s) of insurance** indicating that Avon is named as an additional insurance on the policies evidenced by the certificate, and providing that a written notice of non-renewal, cancellation or material changes in liability limits will be given to Avon no less than thirty (30) days prior to any such action. The certificate shall evidence such insurance, as is hereinafter more specifically provided, to protect contractor from claims for damages for bodily injury, including wrongful death, and for damage to property, including property in the care, custody and control of contractor, for any incident arising from or connected with contractor, its employees, agents or representatives, in performance of this agreement.

The general liability, automotive liability or umbrella/excess liability policies shall not contain a provision, which eliminates coverage for damages arising out of, or caused by the negligence of the additional insured.

The types and minimum limits of insurance carried by contractor with an insurer or insurer(s) authorized to do business in the State of Ohio shall be according to the following schedule:

<u>TYPE OF INSURANCE:</u>	<u>MINIMUM LIABILITY LIMITS:</u>
General Liability & Garage Liability	\$1,000,000.00
Including: Premises/Operations	
Products/Completed Operations	
Contractual	
Independent Contractors	
Personal Injury	
Rigging	\$ 50,000.00
Cargo	\$ 100,000.00
Garage Keepers	\$ 200,000.00
Automobile Liability	\$1,000,000.00 combined
Including: Bodily injury	
Property damage	
Any Auto	
All owned autos (private passenger)	
All owned auto (other than private passenger)	
Hire autos	
Non-owned autos	
Umbrella Form (Excess Liability)	\$1,000,000.00

The contractor shall furnish to Avon a current certification of premium payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

11) DISPOSITION OF VEHICLE(S) IN STORAGE FACILITY: Contractor shall not dispose of any vehicle, impounded, or stored pursuant to the agreement without the written authorization of Avon. Upon said written authorization, disposition of vehicles towed, impounded or stored, pursuant to said agreement shall be as follows:

a) VEHICLE(S) RELEASED TO OWNER OR OTHER AUTHORIZED AGENT(S):

Vehicle(s) towed, impounded or stored pursuant to the agreement shall be released to the owners or any other authorized agent upon written notification to contractor to release same. Vehicle(s) being released shall be released in the same condition the vehicle was in at the time of tow, impounded or storage. All tow and storage fees shall be the responsibility of the owner or authorized agent, subject to the Section 13-Waiver of Fees conditions of the agreement.

b) VEHICLE(S) DISPOSED OF AS THE RESULT OF AN UNCLAIMED VEHICLE AFFIDAVIT UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an unclaimed vehicle affidavit, shall upon written notice by Avon, be delivered to the locations as specified by Avon. Vehicle(s) shall be delivered in the same conditions the vehicles(s) were in at the time of tow, impound or storage. Any and all monies arising from disposal of unclaimed vehicles less towing and storage fees as allowed hereunder shall be paid to Avon and deposited with the Finance Director for the City of Avon.

c) VEHICLE(S) DISPOSED OF AS A RESULT OF AN ABANDONED JUNK VEHICLE AFFIDAVIT BEING FILED UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an abandoned junk vehicle affidavit, shall upon written notice by Avon, be delivered to a State of Ohio licensed salvage dealer determined by Avon. Vehicle(s) shall be delivered in the same conditions the vehicle(s) was in at the time of tow, impounded or storage. Any and all monies arising from disposal of abandoned junk motor vehicle(s) shall be paid to Avon and deposited with the Finance Director for the City of Avon.

d) Contractor may submit to Avon an invoice for the towing and storage fees for unclaimed or abandoned junk vehicle(s) as described in Section 9-Towing and Storage Rages and subject to Section 13-Waiver of Fees. If the vehicle(s) is an unclaimed vehicle, said invoice shall not exceed

the value of such unclaimed vehicle(s) as determined at the time of actual disposal by Avon. If vehicle is an abandoned junk vehicle(s) said invoice shall not exceed the contracted salvage value of the vehicle(s).

- 12) **AVON'S LIABILITY:** Avon **shall not** be liable to contractor for any charges of fees which may result, to wit:
- a) Wherein the owner of a vehicle is the victim of a crime or the owner of a stolen recovered vehicle.
 - b) Wherein the vehicle was impounded by Avon in error.
 - c) Wherein the vehicle was forfeited by seizure actions and turned over to the City of Avon.
- 13) **WAIVER OF FEES:** Contractor shall waive any and all towing or storage fees charged or assessed, upon written request by the City of Avon. Said waiver request form shall be in writing and shall state the reason(s) for the waiver of fees.
- 14) **WRECKER UNIT IDENTIFICATION:** Each wrecker unit shall maintain and display contractor name, telephone number or permit designation as prescribed by the City of Avon, and said identification shall be conspicuously displayed.
- 15) **INSPECTION OF WRECKER UNITS/STORAGE FACILITY:** Avon shall have the authorization at any time, without notice, to make inspection of the wrecker units and/or the storage facility and any records pertain to tows originated by the City of Avon. This inspection shall be recorded and copies provided to contractor, the Safety Director's office and the Chief of Police. If discrepancies are found, a time limit will be given to correct any problem(s) found and provide for re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Service Director for any possible remedy or action.
- 16) **WRECKER OPERATORS:** The towing/storage operators shall be licensed by the State of Ohio and in good standing (valid Ohio Operator's license) and shall be properly insured.
- 17) **ASSIGNMENT OF AGREEMENT:** Contractor shall not assign this agreement, or any part thereof, without first securing the written consent of Avon. Contractor shall not employ additional equipment or garage services from another garage on a temporary basis unless such equipment or garage has been approved by the City of Avon. In the event of such temporary employment, contractor shall be responsible for and warrant the work and actions of such garage while it is performing services in Avon under this agreement and all the terms set forth in this agreement shall apply to any

services or equipment so temporarily employed. Before the vehicles of a temporary employed garage will be permitted to perform services under the agreement, contractor shall furnish proof to Avon that the insurance coverage required herein has been secured for such garage furnishing the temporary services. This section does not apply in the event of a true emergency.

18) SUBCONTRACTING: Contractor shall not subcontract any work without prior written approval from Avon.

19) REGULATIONS: Contractor shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and shall hold Avon harmless there from.

20) SAFETY ISSUES: It is the intention of this section that safety not be sacrificed for job completion, but should be an integral part of the planning process. Contractor will be solely responsible for the safety and health of their employees and for the protection of property and the general public, complying with all O.S.H.A., federal, state, county, and local safety and health laws, regulations and specifications. Contractor will cooperate fully with City of Avon personnel and the Avon Police Department. Contractor will ensure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.

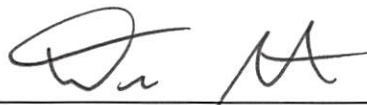
All employees of the contractor while on any job will wear proper clean clothing. This will include a traffic visible color for the shirt such as orange, yellow or the approved color. A reflective vest or jacket with reflective stripes will be worn at night. No shorts, athletic shoes or other inappropriate clothing will be worn. All shirts and jackets will have the name of the contractor professionally silk-screened or embroidered on it.

FOR THE CITY OF AVON:

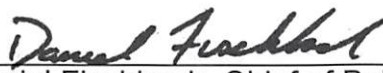
AUTHORIZING ORDINANCE NUMBER: 99-24

Approved: 
Bryan Jensen, Mayor

Date: 11/21/24

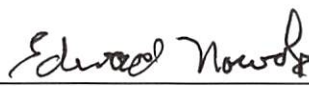
Approved: 
Duane Streater, Safety Director

Date: 11-18-24

Approved: 
Daniel Fischbach, Chief of Police

Date: 11/18/24

FOR SUGAR RIDGE INC:

Approved: 
Edward Nowak, President

Date: 11.26-2024