



City of Omaha  
Jim Suttle, Mayor

October 19, 2010

10001-9-21-2010

**Public Works Department**  
Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Fax (402) 444-5248

**Robert G. Stubbe, P.E.**  
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is an Ordinance authorizing the issuance of a purchase order to Arrow Towing for vehicle and equipment towing services to be utilized by the Fleet Management Division; to provide for payments from appropriations of more than one year in accordance with Section 5.17 of the Home Rule Charter of 1956, as amended; to provide for payments from a specific account; and, to provide an effective date hereof.

The bid specifications provide a price agreement that will be in effect for a period of two years from the date of award. There shall be a maximum of two one-year extensions at the sole discretion of the City.

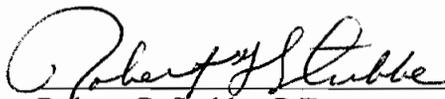
A copy of the bid documents is on file and available for inspection and review in the City Clerk's office. The contractor has on file in the Human Rights and Relations Department a current Contract Compliance Report Form.

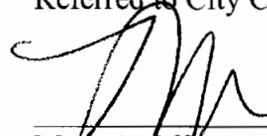
The Finance Department is authorized to pay the cost of towing services from the General Fund 11111, Preventive Maintenance Organization 116171.

The Public Works Department requests your consideration and approval of the attached Ordinance.

Respectfully submitted,

Referred to City Council for Consideration:

  
Robert G. Stubbe, P.E. 9-22-10  
Public Works Director Date

  
Mayor's Office 10 Oct 2010  
Date

Approved as to Funding:

Approved:

  
Pam Spaccarotella 9-24-10  
Finance Director Date

  
Stonda Liles 9/27/10  
Human Rights and Relations Date  
Department

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of a purchase order to Arrow Towing for vehicle and equipment towing services to be utilized by Fleet Management for various City of Omaha operations effective for two years from date of passage of this ordinance; to provide for payments from appropriations of more than one year in accordance with Section 5.17 of the Home Rule Charter of 1956, as amended; to provide for payments from a specific account; and to provide an effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. The bid received from Arrow Towing on September 15, 2010 for a price agreement for towing services is the lowest and best bid and is approved.

Section 2. That payments for the purchase of towing services provided under this purchase order, involving appropriations of more than one year, are authorized in accord with Section 5.17 of the Home Rule Charter of 1956, as amended.

Section 3. That the payments for towing services shall be made from the General Fund 11111, Preventive Maintenance Organization 116171.

ORDINANCE NO. \_\_\_\_\_

Page 2

Section 4. That this Ordinance, being administrative in nature, shall take effect and be in full force upon date of its passage.

INTRODUCED BY COUNCILMEMBER

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
MAYOR OF THE CITY OF OMAHA    DATE

PASSED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OMAHA    DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY    9.23.10    DATE

150410scp

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**Douglas County Purchasing**  
**TABULATION OF BIDS ON: CITY OF OMAHA**  
**TOWING SERVICES (VEHICLES, EQUIPMENT)**

Page 1

Date of Opening  
September 15, 2010

Department  
FLEET MANAGEMENT

As Read in Bid Committee

*Handwritten signature*

*Handwritten signature*

QTY	DESCRIPTION	UNIT PRICE				
	Passenger cars/Police cruisers	BID/each:	75	92.50		
	Commercial Light Duty Trucks					
	CLASS 1 - BID/each:	75	92.50			
	CLASS 2 - BID/each:	75	120.00			
	CLASS 3 - BID/each:	75	125.00			
	Medium Duty Trucks					
	CLASS 4 - BID/each:	75	145.00			
	CLASS 5 - BID/each:	100	145.00			
	CLASS 6 - BID/each:	150	150.00			
	Heavy Duty Trucks					
	CLASS 7 - BID/each:	180	195.00			
	CLASS 8 - BID/each:	225	225.00			
	Motorcycles & Motor Scooters	BID/each:	50	120.00		

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<b>Douglas County Purchasing</b> <b>TABULATION OF BIDS ON: CITY OF OMAHA</b> <b>TOWING SERVICES (VEHICLES, EQUIPMENT)</b>		<b>DESCRIPTION</b>	<b>UNIT PRICE</b>					
<b>Date of Opening</b> September 15, 2010		<b>BID/each:</b> 100		175	-			
<b>Department</b> FLEET MANAGEMENT		<b>BID/each:</b> 100		95	-			
<b>As Read in Bid Committee</b>		<b>BID/each:</b> 225		200	-			
<b>QTY</b>		<b>BID/each:</b> 3		4	75			
<b>Trailers</b>		<b>BID/each:</b> 60		80	-			
<b>Snow Plows</b>		<b>BID/each:</b> 50		75	-			
<b>Misc. Off Road Equipment</b>		<b>BID/each:</b> 20		45	-			
<b>Add'l mileage charge (per mile) if outside of a three mile limit from the Omaha City limits</b>		<b>BID/each:</b> 3						
<b>Flat tire changes</b>		<b>BID/each:</b> 3						
<b>Jump Start Vehicles</b>		<b>BID/each:</b> 3						
<b>1ST VEHICLE - BID/each:</b>		<b>BID/each:</b> 3						
<b>ADD'L VEHICLES - BID/each:</b>		<b>BID/each:</b> 3						
<b>ADDENDUM #1 ACKNOWLEDGED</b>		<b>BID/each:</b> 3						

*Towing Services*

*Towing Services*



**DOUGLAS COUNTY  
REQUEST FOR BID AND BID SHEET  
ON: CITY OF OMAHA TOWING SERVICES (VEHICLES, EQUIPMENT)**

FROM: P.M. Burke  
Asst. Douglas County Purchasing Agent  
902 Omaha-Douglas Civic Center  
1819 Farnam Street  
Omaha, Nebraska 68183-0902

Published: August 18, 2010

Page 1

**BID BOND OR CERTIFIED CHECK REQUIRED IN THE AMOUNT OF \$500.00**

BID BOND OR CERTIFIED CHECK SHALL BE MADE PAYABLE TO  
"CITY OF OMAHA"

**NOT AN ORDER**

Bid Opening Time & Date: 11:00 A.M. on Wednesday, September 01, 2010

**IMPORTANT**

- |  |   |
|--|---|
| <p>1. Bid must be in the office of the CITY CLERK, LC-1, OMAHA-DOUGLAS CIVIC CENTER, 1819 Farnam Street, Omaha, NE 68183-0011 by the closing date and time indicated in a sealed envelope marked:<br/><b>BID ON: CITY OF OMAHA TOWING SERVICES (VEHICLES, EQUIPMENT)</b></p> <p>2. As evidence of good faith a bid bond or certified check must be submitted with bid. Bid bond or certified check shall be made payable to "City of Omaha".<br/><b>FAILURE TO DO SO IS CAUSE FOR REJECTION.</b></p> <p>3. Right is reserved to accept or reject any or all bids in their entirety and the bidders shall have the right to appeal any decision to the City Council. Right is also reserved to accept or reject any part of your bid unless otherwise indicated by you.</p> | <p>4. If Federal Excise Tax applies, show amount of same and deduct. Exemption certificates will be furnished. Do not include tax in bid.</p> <p>5. BID MUST INCLUDE ANY DELIVERY OR SHIPPING CHARGES.</p> <p>6. When submitting bid on items listed, bidder may on a separate sheet, make suggestions covering reduction in costs wherever this is possible through redesign, change of material or utilization of standard items or quantity change.</p> <p>7. If you do not bid, return sheets with reason for declining. Failure to do so will indicate your desire to be removed from our mailing list. TABULATION SHEETS FOR THE BIDS SUBMITTED ARE AVAILABLE ON THE DOUGLAS COUNTY WEBSITE AT <a href="http://www.douglascountypurchasing.org">www.douglascountypurchasing.org</a>. <b>DO NOT CALL FOR THIS INFORMATION.</b></p> |
|--|---|

**Quote your lowest price, best delivery and terms, F.O.B. delivery point on the item(s) listed below:**

**DESCRIPTION**

It is intended that as a result of this bid, the City will enter into a Tow-In Contract effective from the approval of the City Council and covering the towing of vehicles/equipment as designated in the "AGREEMENT" form that is primarily those in need of maintenance.

The term of the contract will be two (2) years with two (2) one (1) year extensions. Extensions will be exercise at the sole discretion of the City of Omaha.

A sample of the proposed "AGREEMENT/CONTRACT" (10 pages) is attached and the terms thereof are made a part of this bid. A list of all bidders equipment proposed for use is to be enclosed with the bid, serial numbers included. If any equipment is not owned, evidence of contractual arrangements(s) on the units not owned shall be included. In bidding, the bidder agrees to execute the contract within seven (7) days after acceptance.

Questions regarding this bid should be directed to: Marc McCoy at (402)444-6191

All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights & Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402)444-5055.

*\*Refer any questions regarding the BID or SPECIFICATIONS directly to the Purchasing Department (402)444-7155 or as shown on bid.*

(PLEASE PRINT LEGIBLY OR TYPE)

Payment Terms _____ %	Firm: <b>ARROW TOWING INC OF OMAHA</b>	Incorporated In: <b>NEBRASKA</b>
Delivery (or completion) _____ calendar days following award	Name: <b>BRAD ARROWSMITH</b>	Signature: <i>Brad Arrowsmith</i>
	Title: <b>PRESIDENT</b>	Phone: <b>402 553 1800</b> Fax: <b>402-553-9150</b>
	Address: <b>5555 CENTER ST.</b>	
	Street/P.O. Box <b>PM</b> City <b>OMAHA</b> State <b>NE</b> Zip <b>68106</b>	
	Email Address: <b>CB TOWPROP@COX.NET</b>	

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**DOUGLAS COUNTY  
REQUEST FOR BID**

**ON: CITY OF OMAHA TOWING SERVICES (VEHICLES, EQUIPMENT)**

**NOT AN ORDER**

Page 2

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
	<p>Passenger Cars/Police Cruisers towed to the City shop at 26th &amp; Lake or other locations within the City AREA TO BE SERVICED as designated by Fleet Management or competent authority.</p> <p align="right">BID/each: \$ <u>75<sup>00</sup></u></p>		
	<p>Commercial Light Duty Trucks – Examples: Minivans, Utility Vans, Multi-Purpose, Pickups, Mini-Bus, Step Vans towed to the City shop at 26th &amp; Lake or other locations within the City AREA TO BE SERVICED as designated by Fleet Management or competent authority.</p> <p align="right">Class 1 (0-6,000 lbs) BID/Each: \$ <u>75<sup>00</sup></u>            Class 2 (6,001-10,000 lbs) BID/Each: \$ <u>75<sup>00</sup></u>            Class 3 (10,001-14,000 lbs) BID/Each: \$ <u>75<sup>00</sup></u></p>		
	<p>Medium Duty Trucks – Examples: City Delivery, Large Walk-In, Bucket, Landscaping Trucks towed to the City shop at 26th &amp; Lake or other locations within the City AREA TO BE SERVICED as designated by Fleet Management or competent authority.</p> <p align="right">Class 4 (GVW 14,001-16,000 lbs) BID/Each: \$ <u>75<sup>00</sup></u>            Class 5 (GVW 16,001-19,500 lbs) BID/Each: \$ <u>100<sup>00</sup></u>            Class 6 (GVW 19,501-26,000 lbs) BID/Each: \$ <u>150<sup>00</sup></u></p>		
	<p>Heavy Duty Trucks – Examples: Refuse, Tow, City Bus, Furniture, Conventional, COE, Fuel, Fire Engines, Refrigerated, Dump, Cement Trucks towed to the City shop at 26th &amp; Lake or other locations within the City AREA TO BE SERVICED as designated by Fleet Management or competent authority.</p> <p align="right">Class 7 (GVW 26,001-33,000 lbs) BID/Each \$ <u>180<sup>00</sup></u>            Class 8 (GVW 33,001-150,000 lbs) BID/Each \$ <u>225<sup>00</sup></u></p>		

SIGN ALL COPIES

Firm ARROW TOWING  
 By Bruce A. Aronson  
 Title President

**CONTINUATION SHEET**

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**DOUGLAS COUNTY  
REQUEST FOR BID  
ON: CITY OF OMAHA TOWING SERVICES (VEHICLES, EQUIPMENT)**

NOT AN ORDER

Page 4

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
	<p><b>Flat Tire</b> Flat tire definition: It is understood by and between the City of Omaha and the contractor that from time to time the contractor may be required to respond to requests from the Fleet Management Division or competent authority to change a tire on City owned equipment/vehicles. The Fleet Management Division will furnish mounted, inflated spare tires to the contractor. Flat tires changed by the contractor must be properly marked indicating the date changed and vehicle it was removed from. Flat tires are to be returned to the Fleet Management shop at 26th &amp; Lake and exchanged for properly inflated tires. The contractor is to take a monthly inventory of City provided tires and submit the inventory to the Fleet Management Division by the 1st day of each month during the contract duration.</p> <p style="text-align: right;"><b>Cost for Changing Flat Tires - BID/each: \$</b> <u>60<sup>00</sup></u></p> <p>NOTE: UNDER NO CIRCUMSTANCES WILL AN INCORRECT WHEEL OR RIM, WRONG TIRE SIZE, OR WRONG TREAD PATTERN BE INSTALLED ON A VEHICLE WITH A FLAT TIRE. IF THE TOWING CONTRACTOR DOES NOT HAVE THE PROPER REPLACEMENT WHEEL AND RIM, THE SHOP SHOULD BE NOTIFIED AND THE VEHICLE TOWED TO THE LAKE STREET SHOP.</p> <p><b>Jump Start Vehicles</b> Jump Start Vehicles definition: It is understood by and between the City of Omaha and the contractor that from time to time the contractor may be called upon by Fleet Management personnel to "jump" start a vehicle or vehicles at certain locations within the City of Omaha.</p> <p style="text-align: right;"><b>Cost for jump starting 1st vehicle - BID/each: \$</b> <u>50<sup>00</sup></u> <b>Cost for jump starting additional vehicles - BID/each: \$</b> <u>20<sup>00</sup></u></p>		

SIGN ALL COPIES

Firm ARROW TOWING INC.  
By Bruce J. Arrowsmith  
Title President

CONTINUATION SHEET

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**DOUGLAS COUNTY  
REQUEST FOR BID**

**ON: CITY OF OMAHA TOWING SERVICES (VEHICLES, EQUIPMENT)**

**NOT AN ORDER**

Page 5

DESCRIPTION
<p><b>REQUIREMENTS FOR BID BOND and/or PERFORMANCE BOND</b></p> <p>The surety company issuing the bid bond or the performance bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashiers check drawn on a national bank or a bank chartered under the laws of the state, payable to the city, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements.</p>
<p><b>PERFORMANCE BOND</b></p> <p>The contractor shall provide a performance bond or certified or cashier's check in the amount of \$10,000.00 guaranteeing the City of Omaha full and faithful performance in the terms and conditions of this contract within ten (10) calendar days from award of the contract.</p>
<p><b>You are hereby on notice that as of October 1, 2009, Contractors are required to use E-Verify to determine work eligibility of new employees who are physically performing services within the State of Nebraska.</b></p> <p>If you have any questions go to the Department of Administrative Services website at <a href="http://www.das.state.ne.us">www.das.state.ne.us</a></p> <p><b>New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)</b></p> <p>The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.</p> <p>If the Contractor is an individual or sole proprietorship, the following applies:</p> <ol style="list-style-type: none"><li>1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://www.das.state.ne.us">www.das.state.ne.us</a>.</li><li>2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</li><li>3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</li></ol>

SIGN ALL COPIES

Firm ARROW TOWING INC.  
By Bobby A. Christman  
Title President

**CONTINUATION SHEET**

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## I. BIDS AND SPECIFICATIONS INCLUDED

It is understood by the parties hereto that all conditions and information contained in the Request for Bids, any Bid Specifications relative to the removal of vehicles, and the Bid are hereby made a part of this Agreement with the same force and effect as if physically set out herein.

## II. APPOINTMENT

The Contractor is hereby retained and appointed by the City of Omaha to tow or service City-owned vehicles designated by order of Representatives from the Fleet Management Division or competent authority to the Fleet Management main shop located at 2606 North 26<sup>th</sup> Street or as directed by the supervisor in charge to a location designated by the City which shall be within the City limits of the City of Omaha, including such areas as shall be annexed thereto during the terms of this Agreement.

## III. SERVICES

In carrying out the terms of this Agreement, Contractor agrees to provide the following services:

- 1) To tow vehicles involved in accidents an/or in need of repair in such a manner as shall be approved by the City. Time being of the essence in this contract, Contractor hereby specifically states that he shall dispatch a tow vehicle immediately and said vehicle shall commence removal as hereinafter provided within thirty (30) minutes of notification by the City.
- 2) To keep a minimum of five (5) tow trucks, minimally equipped with a power winch, two-way radio, ten-pound dry powder fire extinguisher, motorcycle sling, an air tank for inflating tires and the approved modern safety devices.
- 3) The Contractor will keep a flat bed truck and loading equipment or other special towing devices to tow vehicles such as wheel loaders.
- 4) The Contractor must keep at a minimum two (2) of the above tow trucks as 25 ton or more capacity and the remaining three trucks as a minimum of one ton or more capacity.
- 5) The Contractor shall have a frame lift device for towing Fire Department equipment.
- 6) All tow trucks shall be equipped with pan and shovel, broom and receptacle for debris, a minimum ten pound dry chemical fire extinguisher, and a five-gallon container filled with sand. The Contractor agrees to remove from the street all parts, glass, metal, dirt, and debris, and to spread sand on all oil, gasoline or

grease spots which are upon such street at the scene of an accident or collision to which the Contractor has been directed to remove a vehicle or vehicles.

- 7) Vehicles/equipment shall be towed by the Contractor to a location designated by the City, which shall be within or three miles outside the city limits of the City of Omaha including such areas as shall be annexed thereto during the terms of this Agreement.
- 8) To have operators or drivers on duty and subject to call from the Fleet Management Division twenty-four (24) hours a day, seven (7) seven days a week, Fifty-two (52) weeks per year.
- 9) Contractor shall, after receiving a call for service, log time received on tow ticket and the tow truck driver shall log arrival time at location and have the City employee at the site verify the time, if possible.
- 10) **The Contractor will provide a cell phone number that will be accessible on a 24 HOUR, (7) SEVEN DAY basis for contact with the FLEET MANAGEMENT SUPERVISORS in the event that telephone lines are disrupted.**

#### IV. CONDITIONS

This Agreement is subject to and Contractor agrees to the following conditions:

- a) To keep and have all tow trucks and equipment available for inspection by the authorized representative of the City on a forty-eight (48) hour notice.
- b) The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation: (2) to provide a certificate of insurance indicating (1) adequate Worker's Compensation, (2) Public Liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit for each person in an amount not less than \$500,000 where more than one person is involved in any one accident, (3) property damage insurance in an amount not less than \$500,000, and naming the City of Omaha as an additional insured. The Contractor shall fully protect the City of Omaha and shall save it harmless from any and all suits, judgments, exactions, executions and liabilities as to personal injuries or property damages in any way connected with or related to or growing out of such insurance policy shall be approved by the City Law Department and filed with the Purchasing Division.
- c) To keep such records as directed by the City and furnish these records not later than the 6th day of the next succeeding month. Any records in

connection with this Contract are to be open for inspection by the authorized representative of the City.

- d) To have operators or drivers on duty and subject to call from the Fleet Management Division twenty-four hours a day, seven (7) days a week.
- e) Not to undertake any repairs to, or remove any part or parts from any vehicle towed pursuant to the provisions hereof, without first obtaining permission therefore from the owner, if available. The Contractor may, at his own risk and direction, perform such mechanical work as he deems necessary to prevent further damage to the vehicle during towing, and any vehicle part removed or disconnected will be replaced without charge to the vehicle owner or the City.
- f) Contractor shall make no charge for winching unless the vehicle to be removed is off the public street or thoroughfare or it is necessary to utilize a winch to return the vehicle to a position from which it may be towed.
- g) To furnish a Performance Bond in the amount of **\$10,000.00** guaranteeing the City full and faithful performance of the terms and conditions of this Contract. The Performance Bond shall be in effect throughout the term of the contract.

V. AREA TO BE SERVICED

This Agreement shall pertain to the City of Omaha including annexed areas; and three miles outside of the city limits when designated by an authorized representative of the Fleet Management Division.

VI. COMPENSATION

**The Contractor shall make a simple per unit charge, which shall include all "extras", including winch fees, mechanical work, dolly fees or any other additional services in accordance with the Schedule of Rates contained herein.**

**NOTE:**

- 1. VEHICLE IDENTIFICATION NUMBERS MUST BE WRITTEN ON THE TOW TICKETS**
- 2. A DESCRIPTION OF WORK PERFORMED MUST BE WRITTEN ON THE TOW TICKETS**

**EXAMPLES:**

- A. REPLACED LEFT FRONT TIRE AT 22<sup>ND</sup> & AMES**
- B. JUMP STARTED VEHICLE AT 22<sup>ND</sup> & AMES**
- C. TOWED TO THE LAKE STREET SHOP FROM 22ND & AMES AVE.**

SCHEDULE OF RATES  
TOW-IN

Passenger cars/ Police Cruisers towed to the City shop at 26<sup>th</sup> & Lake or other locations within the City AREA TO BE SERVICED as designated by Fleet Management or competent authority.

\$ 75<sup>00</sup> Each

Commercial Light Duty Trucks – Examples: Minivans, Utility Vans, Multi-Purpose, Pickups, Mini-Bus, Step Vans towed to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED as designated by Fleet Management or competent authority.

\$ <u>75<sup>00</sup></u>	Each	Class 1 (GVW 0 – 6,000 lbs.)
\$ <u>75<sup>00</sup></u>	Each	Class 2 (GVW 6,001 – 10,000 lbs.)
\$ <u>75<sup>00</sup></u>	Each	Class 3 (GVW 10,001 – 14,000 lbs.)

Medium Duty Trucks – Examples: City Delivery, Large Walk-in, Bucket, Landscaping towed to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED as designated by Fleet Management or competent authority.

\$ <u>80<sup>00</sup></u>	Each	Class 4 (GVW 14,001 – 16,000 lbs.)
\$ <u>100<sup>00</sup></u>	Each	Class 5 (GVW 16,001 – 19,500 lbs.)
\$ <u>150<sup>00</sup></u>	Each	Class 6 (GVW 19,501 – 26,000 lbs.)

Heavy Duty Trucks – Examples: Refuse, Tow, City Bus, Furniture, Conventional, COE, Fuel, Fire Engine, Refrigerated, Dump, Cement, towed to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED as designated by Fleet Management or competent authority.

Where the Gross vehicle weight is:

\$ <u>180<sup>00</sup></u>	Each	Class 7 (GVW 26,001 – 33,001 lbs)
\$ <u>225<sup>00</sup></u>	Each	Class 8 (GVW 33,001 – 150,000 lbs.)

Motorcycles and motor scooters hauled to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED.

\$ 50<sup>00</sup> EACH

Trailers towed to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED- Examples: Auto Transporter, Logger, Low Boy, Dump, Platform, Drop Frame, Doubles:

\$ 100<sup>00</sup> EACH

Snow Plows (removed from City trucks) in need of towing to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED:

\$ 100<sup>00</sup> EACH

Miscellaneous Off Road Equipment: Graders, Dozers, Loaders hauled/towed to the City shop at 26<sup>th</sup> & Lake or other locations within the CITY AREA TO BE SERVICED:

\$ 225<sup>00</sup> EACH

Additional mileage charge (per mile) if outside a three mile limit from the Omaha City limits:

\$ 3.00 EACH

***Extraordinary Conditions.***

Whenever such circumstances shall exist as to prohibit the Contractor from towing any vehicle in the usual and customary fashion, then upon authorization by the City of Omaha, Fleet Management Division or competent authority, the Contractor may utilize such additional manpower and equipment as necessary to successfully accomplish the tow without undue damage to the Contractor's equipment or to the City vehicle awaiting the tow. In such cases, the Contractor may submit an additional charge dependent on additional equipment used not to exceed \$10.00 per every (15) fifteen minutes of actual time spent by personnel utilizing the additional equipment.

**Flat Tire:**

Flat tire definition: It is understood by and between the City of Omaha and the Contractor that from time to time, the Contractor may be required to respond to requests from the Fleet Management Division or competent authority to change a tire on City owned equipment/vehicles within the CITY AREA TO BE SERVICED. The Fleet Management Division will furnish mounted, inflated spare tires to the Contractor. Flat tires changed by the Contractor must be properly marked indicating the date changed and the vehicle it was removed from. Flat tires are to be returned to the Fleet Management shop at 26<sup>th</sup> & Lake and exchanged for properly inflated tires. The Contractor is to make a monthly

inventory of City provided tires and submit the inventory to the Fleet Management Division by the 1<sup>st</sup> day of each month during the contract duration.

Cost for changing a flat tire \$ 66<sup>00</sup> each

**NOTE:** UNDER NO CIRCUMSTANCES WILL AN INCORRECT WHEEL OR RIM, WRONG SIZE TIES, OR TREAD PATTERN BE INSTALLED ON A VEHICLE WITH A FLAT TIRE. IF THE TOWING CONTRACTOR DOES NOT HAVE THE PROPER REPLACEMENT WHEEL AND RIM, THE SHOP SHOULD BE NOTIFIED AND THE VEHICLE TOWED TO THE LAKE STREET SHOP. THE CITY OF OMAHA WILL NOT PAY FOR VEHICLES TOWED BECAUSE THE CONTRACTOR DOES NOT HAVE THE CORRECT TIRE OF OPD VEHICLES THE CITY SHALL ONLY BE RESPONSIBLE FOR THE COST A TIRE CHANGE.

**Jump Start Vehicles:**

Jump start vehicle definition: It is understood by and between the City of Omaha and the Contractor that from time to time, the Contractor may be called upon by Fleet Management personnel to "jump" start a vehicle or vehicles at a certain locations within the CITY AREA TO BE SERVICED.

Cost of "jump" starting 1<sup>st</sup> vehicle \$ 50<sup>00</sup>  
Cost of "jump" starting additional vehicles \$ 20<sup>00</sup>

**VII. TERM**

This Agreement shall be in effect for (2) two years from the date the Council approves. This agreement also contains provision for (2) two (1) one year extensions at the sole discretion of the City of Omaha.

**VIII. RATE ADJUSTMENTS**

The Schedule of Rates to be paid during the extended terms, third year, beginning (3) three years from the original date of the Council approval, may be adjusted as follows for motor fuel price changes. As of 120 days preceding the start of the agreement's third year the most recent price for motor vehicle fuel as stated in the most recent OPUS figures shall be compared with the motor vehicle fuel price as stated by the said index as of the commencement of this contract. The Fuel Price Change shall be multiplied by 10% and the resulting product shall be the Fee Adjustment Percentage. The Schedule of Rates to be paid shall be increased or decreased, whichever is applicable. The Schedule of Rates may also be adjusted at the beginning of the (4<sup>th</sup>) fourth year of this contract.

**IX. FURTHER CONDITIONS OF THE CONTRACT**

**1. Equal Employment Opportunity Clause**

Annexed hereto as Exhibit "A" and made a part hereof by reference are the equal employment provisions of this contract. Refusal by the contractor or subcontractor to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- (1) Withholding of all future payments under the involved contracts to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
- (2) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

**2. Non-Discrimination**

The Contractor shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, disability, sex, age, political or religious opinions, affiliations or national origin.

**3. Captions**

Captions used in this contract are for convenience and are not used in the construction of this contract.

**4. Applicable Law**

Parties to this contract shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

**5. Interest of the City**

Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contractor void able by the Mayor or Council.

6. Interest of the Contractor

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this contract; he further covenants that in the performance of this contract, no person having any such interest shall be employed.

7. Merger

This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

8. Modification

This contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

9. Approval of Amendments

The parties hereto acknowledge that, as of the date of the execution of this Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which, taken alone, increases the original bid price as awarded (1) by ten percent, if the original bid price one hundred fifty thousand (\$150,000) dollars or more, or (2) by seventy-five thousand (\$75,000) dollars or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the City Council. The provisions of this Section will be quoted in all future City contracts. Nothing in this section is intended to alter the authority of the Mayor under Section 5.16 of the City Charter to approve immediate purchases.

10. Assignment

The Contractor may not assign its rights under this contract without the express prior written consent of the City.

11. Strict Compliance

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.

X. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

1. Contractor: ARROW TOWING INC.  
Name of Company: ARROW TOWING INC.  
Name of Individual: BRADLEY J. ARROWSMITH  
Address: 5555 Center St  
City, State, Zip: Omaha, NE 68106

# DOUGLAS COUNTY

## PURCHASING DEPARTMENT

1819 FARNAM STREET  
902 CIVIC CENTER  
OMAHA NEBR 68183  
PHONE (402) 444-7155 FAX (402) 444-5423

August 31, 2010

### NOTICE TO BIDDERS:

#### REQUEST FOR BID ON TOWING SERVICES (VEHICLES, EQUIPMENT)

Original Bid Opening Date: September 1, 2010 at 11:00 a.m.  
**REVISED BID OPENING DATE: SEPTEMBER 15, 2010 at 11:00 a.m.**

#### ADDENDUM #1:

- 1) Replace page 1 of bid sheet. Note bid bond amount has changed to \$500.00.
- 2) Add page 5a to bid sheets. Note additional items added to bid.
- 3) Bid opening date has been extended to **September 15, 2010** at 11:00 a.m.

#### END OF ADDENDUM

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND RETURNING THIS SHEET WITH YOUR BID.

\_\_\_\_\_  
P.M. Burke, Douglas County Assistant Purchasing Agent

ARROW TOWING OF OMAHA, INC.  
Name of Firm  
Burley J. Arnow  
Signed By  
PRESIDENT  
Title