

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: 6/9/2016

Action Requested By: Finance

Agenda Type: Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to accept the low bid meeting specification and effectuate the following agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to those certain document attached.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Routine Procurement Function

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: 

Date: 6-7-16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Finance Council Meeting Date: 6/9/2016

Department Contact: Cecilia Summers Phone # 256-427-5060

Contract or Agreement: Agreements with Low Bidders

Document Name: 20160609probid

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Title 41</u>	<u>Competitive</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: <input style="width: 95%;" type="text"/>
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Department	Signature	Date
1) Originating	<i>M. Sargent</i>	6-7-16
2) Legal	<i>Mary Cates</i>	6-7-16
3) Finance	<i>M. Sargent</i>	6-7-16
4) Originating	<i>M. Sargent</i>	6-7-16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO.16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bid meeting specification and effectuate the following agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to those certain document attached hereto and identified herein below with the date of June ,9 2016 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Roadside Towing And Collision	Wrecker Impoundment	One Year W/Extensions

ADOPTED this the 9th day of June 2016.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 9th day of June 2016.

Mayor of the City of Huntsville, Alabama

SUMMARY OF BIDS FOR ACCEPTANCE
June 9, 2016

LOW BIDDER MEETING SPECIFICATIONS	COMMODITY/SERVICE	TERM OF AGREEMENT	OTHER BIDS RECEIVED
Roadside Towing and Collision Huntsville, Al	Wrecker Impoundment	One Year W/Extensions	1

* Current Contract Holder

BID AWARD RECOMMENDATION

Revised 04/17/2013



HUNTSVILLE
The Star of Alabama

TO: PROCUREMENT SERVICES
FROM: Huntsville Police Department
BID NUMBER: 37-2016-51-2
COMMODITY/SERVICE: Wrecker Impoundment

DATE: 6/9/16

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Roadside Towing and Collision

RECOMMENDATION: The City of Huntsville HPD recommends Roadside Towing and Collision for the Wrecker Impoundment Contract because they are the lowest and responsive bidder.

Description	Price	UOM	Comment
Vehicles 8,000lb Capacity & Under	\$ 35.00	Per Tow	
Vehicles Over 8,000lb Capacity	\$ 35.00	Per Tow	
Items Less Than 1,000lb	\$ 1.00	Per Tow	
Vehicles 8,000lb Capacity & Under Storage	\$ 10.00	Per Day	
Vehicles Over 8,000lb Capacity Storage	\$ 10.00	Per Day	
Items Less Than 1,000lb Storage	\$ 1.00	Per Day	

INITIAL PURCHASE:

FUNDING SOURCE: 1000-41-41100-515340-00000000

TERM OF CONTRACT:

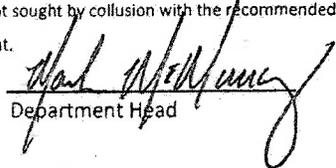
- One Time
- Three Months
- One Year
- One Year w/Additional One Year Extensions as Allowable by State Law
- Other (explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.


Procurement Services

Council President
6/9/2016
Date


Department Head

Mayor Tommy Battle
6/9/2016
Date



HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids Wrecker Impoundment

Invitation for Bid #:	37-2016-5100-2
Issue Date:	Wednesday, March 16, 2016
Bid Bond Requirements:	A Bid Bond Is Not Required
Certificate of Insurance Requirements:	See Appendix A
Pre-Bid Teleconference Date and Time:	Not scheduled at this time
Pre-Bid Conference Date:	Not scheduled at this time
Deadline for Questions Date:	Tuesday, March 29, 2016 at 5:00PM All questions must be submitted in writing to amanda.sanders@huntsvilleal.gov
IFB Closing Date:	Tuesday, April 05, 2016 at 2:00PM
Post-Closing Bidder Teleconference Date:	Not scheduled at this time
Post-Closing Bidder Presentation/Demonstration Date:	Not scheduled at this time
Procurement Services Contact:	Amanda S Sanders amanda.sanders@huntsvilleal.gov (256) 427-5060 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
IFB E-Documents:	Wrecker Impoundment 2016
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Wrecker Impoundment 2016

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders to describe the minimum type and quality of service REQUIRED by the City of Huntsville. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

	REQUIREMENTS	Vendor Compliance	
		YES	NO
I.	I can provide the insurance coverage set forth in Appendix A of this Invitation for Bid.	✓	
II.	I own or hold a lease on a minimum of seven (7) wreckers.	✓	
1.	I own or hold a lease on five (5) Rollbacks:	✓	
A.	Rollback: 2015 Ford 650 Lease: Own: X VIN: 3FRNXL6FC4FV670756		
B.	Rollback: 2014 Freightliner Lease: Own: X VIN: 1FVACWDT2EHFX0861		
C.	Rollback: 2014 Ford 550 Lease: Own: X VIN: 1FDUF5G45EEB29950		
D.	Rollback: 2012 Ford 650 Lease: X Own: VIN: 3FRWF6FLV297326		
E.	Rollback: 2012 Ford 550 Lease: Own: X VIN: 1FDUF5G47CEA99223		
2.	I own or hold a lease on one (1) Medium Duty with twelve (12) ton minimum lift capability:	✓	
A.	Twelve Ton: Yes Lease: Own: ✓ VIN: 1HTSCARMUYH240205		
C.	I own or hold a lease on one (1) Medium Duty with twenty-five (25) ton minimum lift capability:	✓	
	Twenty-Five Ton: Yes Lease: Own: X VIN: 2HSCNAER54C061013		
III.	I have attached photographs of all seven (7) wreckers to this form.	✓	
IV.	All seven (7) wreckers listed above shall be manned and ready to operate 24 hours per day, 7 days per week.	✓	
V.	All seven (7) wreckers shall be clearly marked with the name of my company, its physical address and phone number, and any other requirements, as set forth in Ordinances 25-73 and 25-75 of the City of Huntsville Code of Ordinances.	✓	
VI.	All seven (7) wreckers listed above shall respond to their designated locations immediately, or within 45 minutes of the initial contact or call, except as noted below.	✓	
VII.	In the event that a wrecker is unable to reach the designated location within forty-five (45) minutes due to current traffic conditions, an employee of my business shall contact the police department.	✓	
VIII.	I understand that the City of Huntsville may obtain substitute wrecker services from a third party wrecker service that is on the City's "Next In Line" list, if my wrecker does not arrive at the designated location within 45 minutes of the initial call or contact.	✓	
IX.	An employee of my company shall answer the phone within 5 minutes of the initial call or contact, and dispatch a wrecker to the designated location.	✓	
X.	I understand that the City of Huntsville may obtain substitute wrecker services from a third party wrecker service that is on the City's "Next In Line" list, if my company fails to answer the phone within 5 minutes of the initial call or contact.	✓	
XI.	I understand that I may be responsible for any fees associated with utilizing a third party substitute if I do not have all seven (7) wreckers available.	✓	

XII.	I can provide seven (7) properly licensed drivers for the seven wreckers listed above 24 hours per day, 7 days per week.	✓	
XIII.	The names, addresses and driver's license numbers that I intend to employ that I intend to utilize are as follows:	✓	
1.	Name: James R. Hall Address: 227 Pops Corner Huntsville Al. 35811 Alabama Driver's License #: 5225794 A1.		
2.	Name: William David Shelt Address: 2232 Viscount Dr NW Huntsville A 35810 Alabama Driver's License #: 6151477 A1.		
3.	Name: Michael Ray Smart Address: 204 Plaza Dr Huntsville Al. 35811 Alabama Driver's License #: 7806356 A1.		
4.	Name: James Robert Hall III Address: 6912 Moores Mill Rd Alabama Driver's License #: 7001834 A1.		
5.	Name: Adrian Rullell Patten Address: 134 A Wall Rd Huntsville 35811 Alabama Driver's License #: 9310371 A1.		
6.	Name: Shelia Lynn Hall Address: 227 Pops Corner Huntsville Al. 35811 Alabama Driver's License #: 5601657 A1.		
7.	Name: Jordan Kyle Siniard Address: 23705 Reunion Rd Athen Al. 35613 Alabama Driver's License #: 7937603 A1.		
8.	Name: Address: Alabama Driver's License #:		
XIV.	I have a staffing plan that includes 7 licensed drivers who are ready to operate the 7 wreckers listed above 24 hours per day, 7 days per week.	✓	
XV.	I have a staffing plan that includes competent, courteous and able employees who are ready to assist citizens redeem their impounded vehicles and objects 24 hours a day, 7 days a week.	✓	
XVI.	I have a staffing plan that includes an individual on duty and physically present at the storage area at all times of the day and night, and who shall adequately protect all property.	✓	
XVII.	I have a staffing plan that includes an individual on duty and physically present at the storage area at all times of the day and night, and who can take/relay telephone or radio directions from the City of Huntsville.	✓	
XVIII.	I will not knowingly employ, hire for employment, or continue to employ an	✓	

	unauthorized alien or illegal immigrant to perform any work required under the terms of this contract.	✓	
XIX.	I will not knowingly employ, hire for employment, or continue to employ any person convicted of a felony to perform any work required under the terms of this contract.	✓	
XX.	I have attached this staffing plan to this form.	✓	
XXI.	By the 15 th day of each month throughout the duration of the contract, I will provide a roster of wrecker operators and on-site personnel involved in the performance of the City of Huntsville contract to the Huntsville Police Department and Procurement Services. The roster will include the employee's name, the employee's work days and the employee's work hours.	✓	
XXII.	I have performed wrecker services for a minimum of three (3) out of the last four (4) years.	✓	
1.	I performed wrecker services from October 1, 2014 to October 1, 2015.	✓	
2.	I performed wrecker services from October 1, 2013 to October 1, 2014.	✓	
3.	I performed wrecker services from October 1, 2012 to October 1, 2013.	✓	
4.	I performed wrecker services from October 1, 2011 to October 1, 2012.	✓	
XXIII.	My business, or an entity in which I have an ownership interest has declared bankruptcy during the last seven (7) years.		✓
XXIV.	I have declared personal bankruptcy during the last seven (7) years.		✓
XXV.	I have attached a sealed copy of any bankruptcy charges, orders or plans related to any and all bankruptcy referred to above.		✓
XXVI.	My business or an entity in which I have an ownership interest currently has a tax lien against it, or has previously had a tax lien against it.		✓
1.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien:		✓
2.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien:		✓
3.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien:		✓
XXVII.	I have a tax lien against me or have previously had a tax lien against me.		✓
1.	Name of Lienholder: Amount of Lien: Date of Lien: Status of Lien:		✓
2.	Name of Lienholder: Amount of Lien:		✓

	Date of Lien:			
	Status of Lien:			✓
3.	Name of Lienholder:			
	Amount of Lien:			
	Date of Lien:			✓
	Status of Lien:			
		YES	NO	
XXVIII.	I have attached a copy of documentation, orders, pleading, etc. pertaining to all tax liens set out above.			✓
XXIX.	In the last five (5) years, I have had a contractual default taken against me, my business, and /or any entity in which I have an ownership interest.			✓
XXX.	I have attached a copy of documentation, orders, pleadings, etc. pertaining to any contractual default referred to above.			✓
XXXI.	While fulfilling the terms of a previous contract with the City of Huntsville, my business and/or I had a situation, problem and/or incident that was not immediately addressed and remedied.			✓
1.	Date of Incident:			
	Nature of Complaint:			
	Resolutions:			✓
2.	Date of Incident:			
	Nature of Complaint:			
	Resolutions:			✓
3.	Date of Incident:			
	Nature of Complaint:			
	Resolutions:			✓
XXXII.	I own and shall maintain adequate storage space for all motor vehicles and impounded objects as requested by the City.			✓
XXXIII.	I lease and shall continue to lease adequate storage space for all motor vehicles and impounded objects as requested by the City of Huntsville.			✓
XXXIV.	The address(s) of my storage locations are:			
1.	Name in which lease is under: <i>James R. Hall dba Roadside Towing & Collision</i> Street Address: <i>2327 Mem. Pkwy NW Suite D</i> City: <i>Huntsville AL 35810</i> Zip Code:			
2.	Name in which lease is under:			
	Street Address:			

	City:		
	Zip Code:		
3.	Name in which lease is under:		
	Street Address:		
	City:		
	Zip Code:		
XXXV.	The storage location(s) referred to above meets, and shall continue to meet throughout the duration of the contract, the following conditions:	✓	
1.	Is located within the City of Huntsville city limits.	✓	
2.	Is located within 10 miles of the City of Huntsville Administration Building located at 308 Fountain Circle, Huntsville, AL 35801.	✓	
3.	Is a minimum of 67,000 square feet in one adjoining or central location.	✓	
4.	Is paved with asphalt, concrete and/or compacted crushed limestone sufficient to create a firm foundation in all areas used for parking and storing impounded vehicles and objects.	✓	
5.	Is completely enclosed within a six (6) foot high chain link fence, or other suitable fencing material first approved by the City of Huntsville.	✓	
6.	Is completely surrounded by vapor lighting of a sufficient degree of intensity to cover the entire storage area from all angles to accommodate vehicle security.	✓	
7.	Has the following vapor lighting fixtures:	✓	
A.	Type: <i>Honeywell LED</i> Intensity: <i>4000 Lumens</i> Number: <i>10 poles with lights</i> Locations: <i>Through out lot</i>	✓	
B.	Type: Intensity: Number: Locations:		
C.	Type: Intensity: Number: Locations:		
D.	Type: Intensity: Number: Locations:		
8.	Is designed to allow safe movement between vehicles and other impounded objects by authorized personnel.	✓	
9.	Is designed to allow the acquisition of identifying information from vehicles and other	✓	

	impounded objects by authorized personnel.	✓	
10	Is designed to prevent any unauthorized access by individuals to the vehicle and impounded objects.	✓	
11.	Is designed to prevent the acquisition of identifying information from vehicles and other impounded objects by authorized.	✓	
12.	Shall be used exclusively for the storage of vehicles and objects impounded pursuant to this agreement or contract with the City of Huntsville.	✓	
13.	Is in conformity with all applicable legal requirements, laws, and ordinances regarding its location(s), lot(s) and features, including but not limited to, the City of Huntsville's zoning ordinance.	✓	
14.	I have attached a location diagram, pictures of the lot, fencing and fixtures, which details and describes the storage area, fencing and fixtures.	✓	
15.	My business, my employees and I shall comply with all federal, state and local laws and regulations in the performance of this contract.	✓	
XXXVI.	INSURANCE AND E-VERIFY:	YES	NO
1.	I have attached my current Certificate of Insurance and E-Verify Information for my company.	✓	

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated February 1, 2016, by and between Jimmy Mayhall ("Landlord"), and James Robert Hall ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a suite and the far western portion of the gated lot of the commercial property (the "Premises") located at 2327 N. Memorial Pkwy. Huntsville, AL 35810. The portion of the gated lot being leased is outlined in yellow on the map Exhibit A.

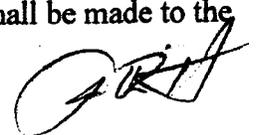
TERM. The lease term will begin on February 1, 2016 and will terminate January 31, 2017, with an option to renew for one more calendar year upon agreement of both parties. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as good repair and cleaned condition as of the commencement date of the Lease, acceptable to Landlord's designated representative.

TRIPLE NET LEASE. This Lease is what is commonly referred to as a "Triple Net Lease," it being the intention of the parties that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter or in any way incur any expense in connection with the Property, and that the rent and any other payments to be made by Tenant to or on behalf of Landlord under the terms hereof, are to be free and clear of any imposition, expenses or setoffs of any kind or nature whatsoever, including without limitation, any taxes, charges or expenses in connection with the ownership, maintenance, repair and operation of the Property, all such expenses, charges and taxes to be paid by Tenant as provided herein.

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon and a proportionate share of real property taxes, all-risk and earthquake insurance, and common area maintenance expenses. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share as determined by Landlord of all charges jointly metered with other premises.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$1250.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 2327 N. Memorial Pkwy Huntsville, AL 35810, which may be changed from time to time by the Landlord.

ESTIMATED PAYMENTS. Tenant shall be notified by Landlord of Estimated Payments for taxes, insurance, maintenance of the landscaping and parking lot, and landscaping and parking lot utilities and services from time to time. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the Term. The Estimate Payments may be increased or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the



portion of lot, and the gravel lot. This is including but not limited to: repaving any paved portion that has been damaged, laying and spreading more gravel, maintaining functional fences and gates, and maintaining grass and weed control of leased area. Lot must be kept clear of trash and debris, and Tenant agrees to maintain their own method of garbage removal. A fee of \$25.00 per day will be charged to Tenant if maintenance is not completed within 30 days of written notice of violation.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises. Tenant will pay Landlord a set monthly fee of \$175.00 due on the first of each month for utilities.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Property taxes attributable to the Premises or the use of the Premises shall be responsibility of Landlord. Personal Taxes that may be levied against the premises and which are attributable to Tenant's use of the Premises, along with all sales and or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If the Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgments that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

TERMINATION UPON SALE OF PREMISIS. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 90 days' written notice to Tenant that the Premises have been sold.

TERMINATION CLAUSE. Tenant may upon 30 days' notice to Landlord, terminate this lease provided that the Tenant pays all charges due in association with this Lease.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.



CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

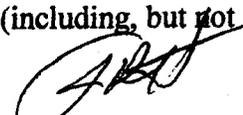
REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "to Let" signs and show the premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those hazardous materials that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts concentrations or type which are in excess of those permitted by local, state, or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of hazardous materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill release or discharge of hazard materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's costs and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not



nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear expected.

ALTERATIONS. Tenant covenants and agrees that all alterations constructed on the property or work performed or caused to be performed by tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the property. Tenant shall provide Landlord with at least 7 days' notice prior to having any construction materials delivered to the property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

COSTS OF ALTERATIONS. Tenant shall pay all costs of constructing any such alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, general contractors, sub-contractors, and laborers and material men, and shall not permit any mechanic's or material men's lien to be filed against the Property in connection therewith.

PROPERTY INSURANCE. Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount no less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability on the Premises in a total aggregate sum of at least \$100,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Insurance must provide coverage for any oil, gas, battery acid or hazardous material spillage. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall renew for an additional period of 1 year per renewal term upon agreement of both parties. The rent and fees can be renegotiated at the time of the renewal. Either party whom does not wish to renew this agreement agrees to give written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease, subject to any addendums.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease. Tenant shall also be responsible for maintaining the roadway to the leased

limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of hazardous materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of hazardous materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole discretion.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal, and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of good, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the tenant.

SUBORDINATION OF LEASE. This lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

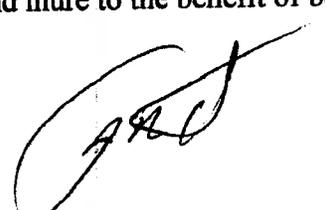
GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of parties and there are no other promise, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

A handwritten signature in black ink, appearing to be 'JAC', is located in the bottom right corner of the document.

SIGNATURES AND NOTICE. This Lease shall be signed by following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

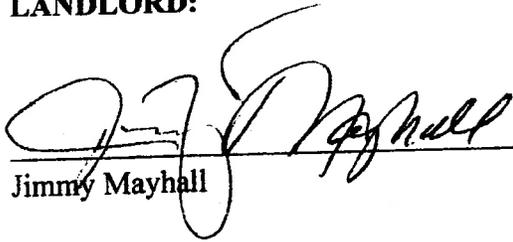
LANLORD:

Jimmy Mayhall
2327 Memorial Pkwy
Huntsville, AL 35810

TENANT:

James Robert Hall
2327 N. Memorial Pkwy Suite
Huntsville, AL 35810

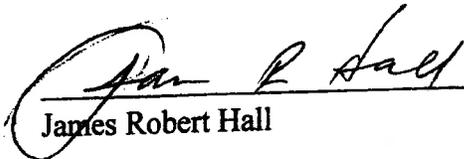
LANDLORD:


Jimmy Mayhall

1-20-16

Date

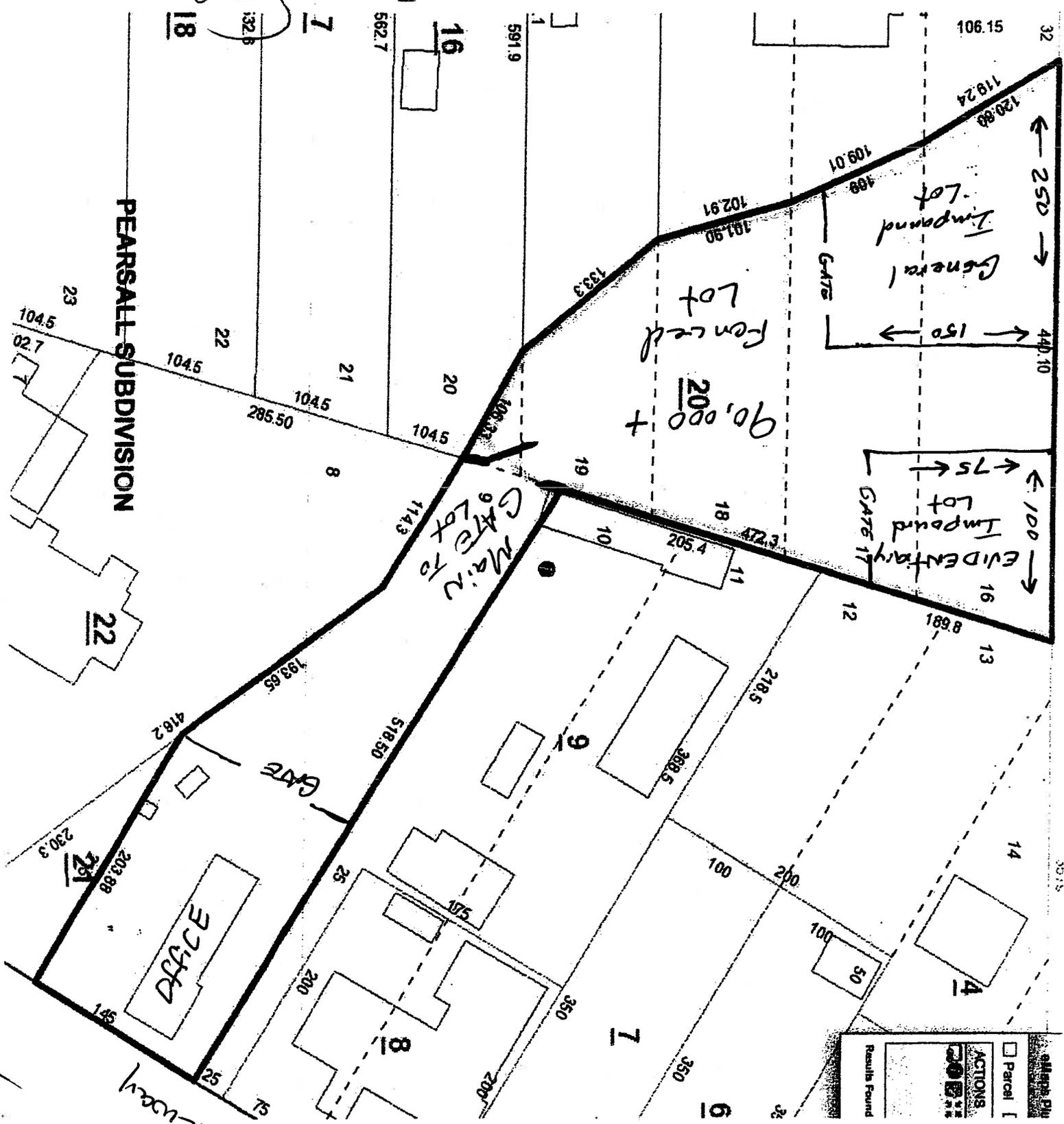
TENANTS:


James Robert Hall

1-29-16

Date

NO 1 10 JCALC



PEARSALE SUBDIVISION

22

18

7

16

591.9

562.7

106.15

32

120.86

119.24

← 250 →
 General Impound Lot
 ← 150 →
 Gate 10

90,000 + 200
 Fence Lot

← 100 →
 EVIDENTIARY Lot Impound
 ← 75 →
 Gate 11

Main Gate
 GATE 9 Lot 70

Paslucan

Exhibit A

Legend

- Parcel
- ACTIONS

Results Found

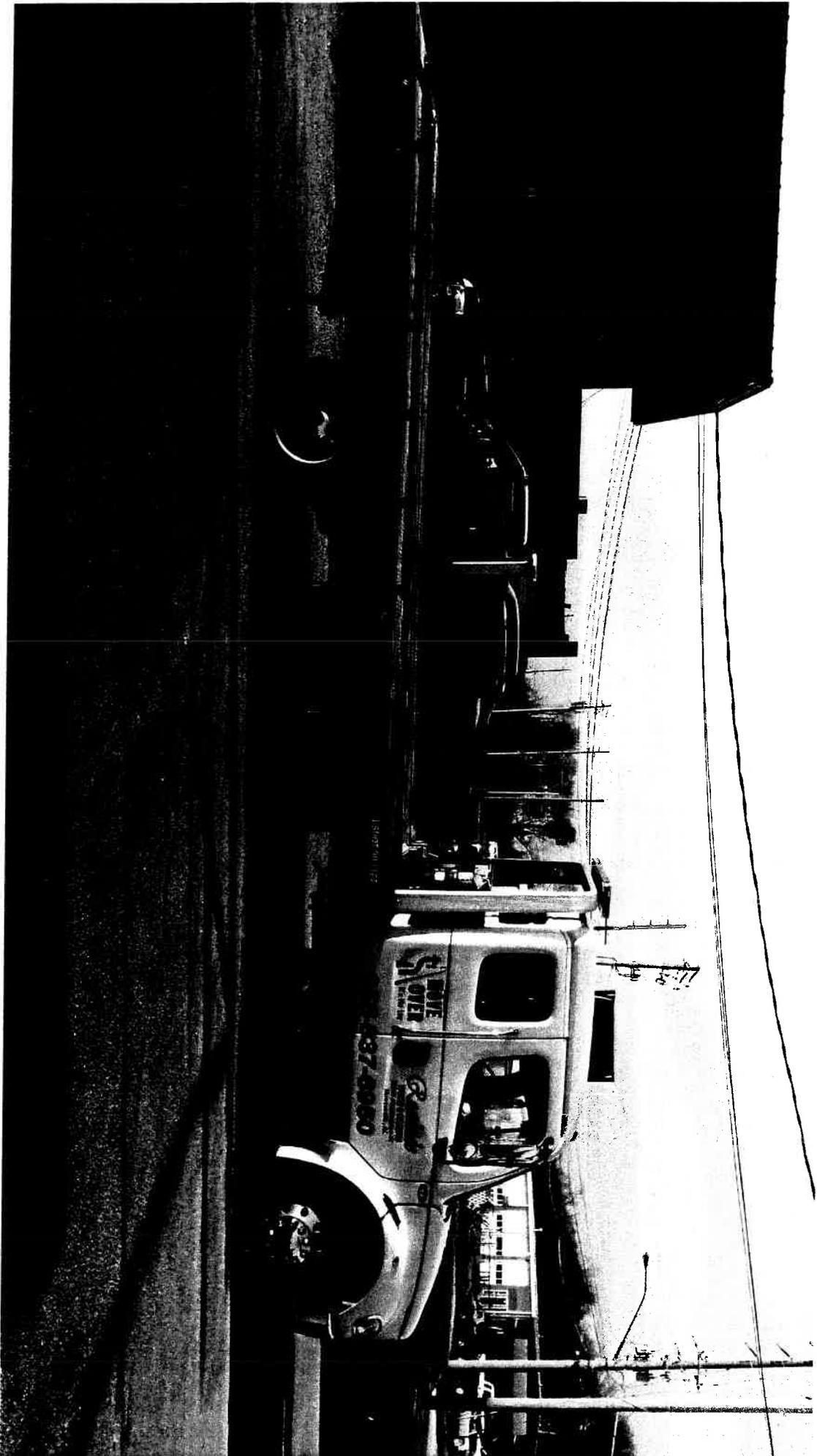


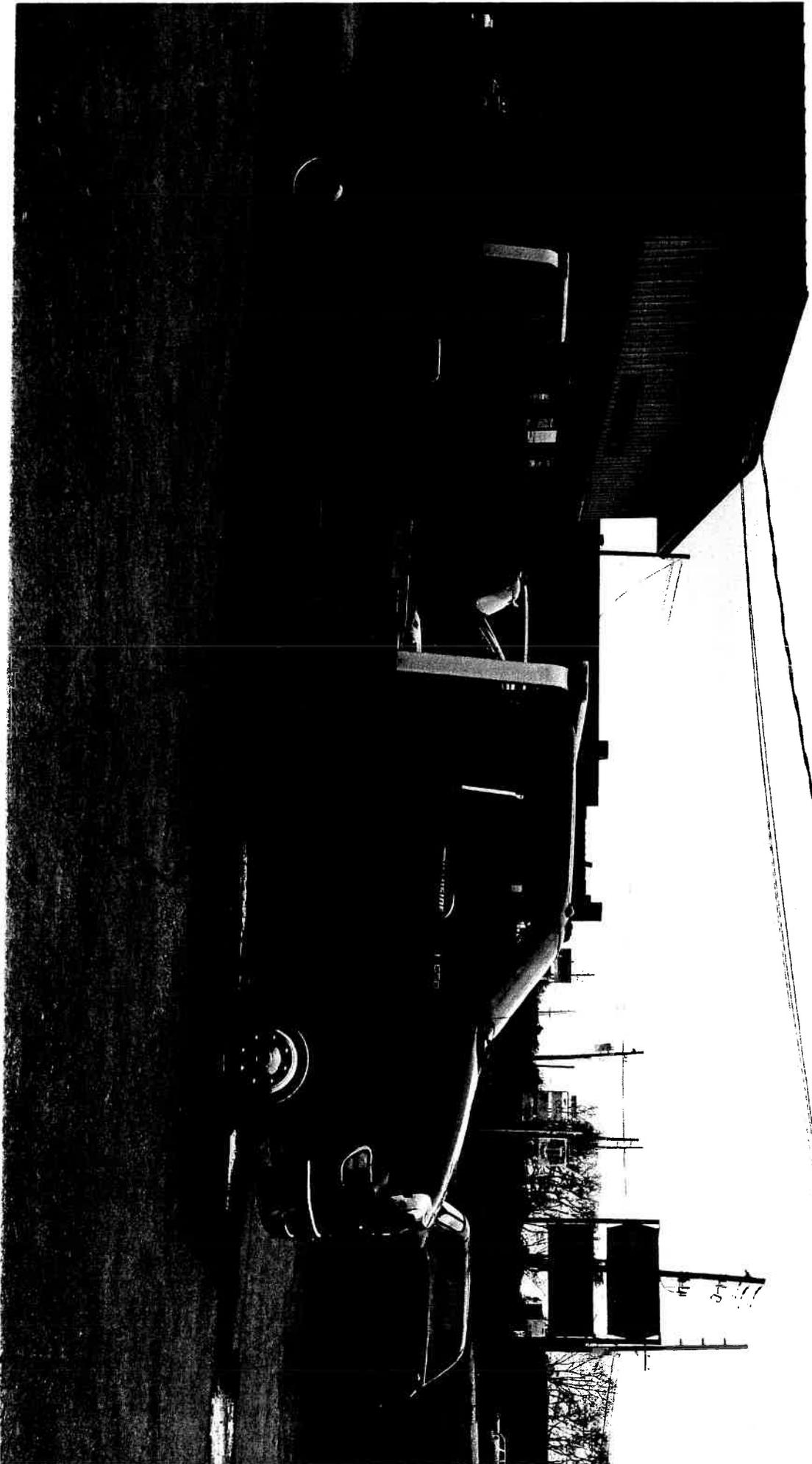
8000 Tutenwafordal 9400
Vin# 2H5CN4EK54E061013



2000 International 4700
Vin # 1HTSCAAMDYH240205

2014 Freightliner
VIN # 1FVACWDT3EHFX0861



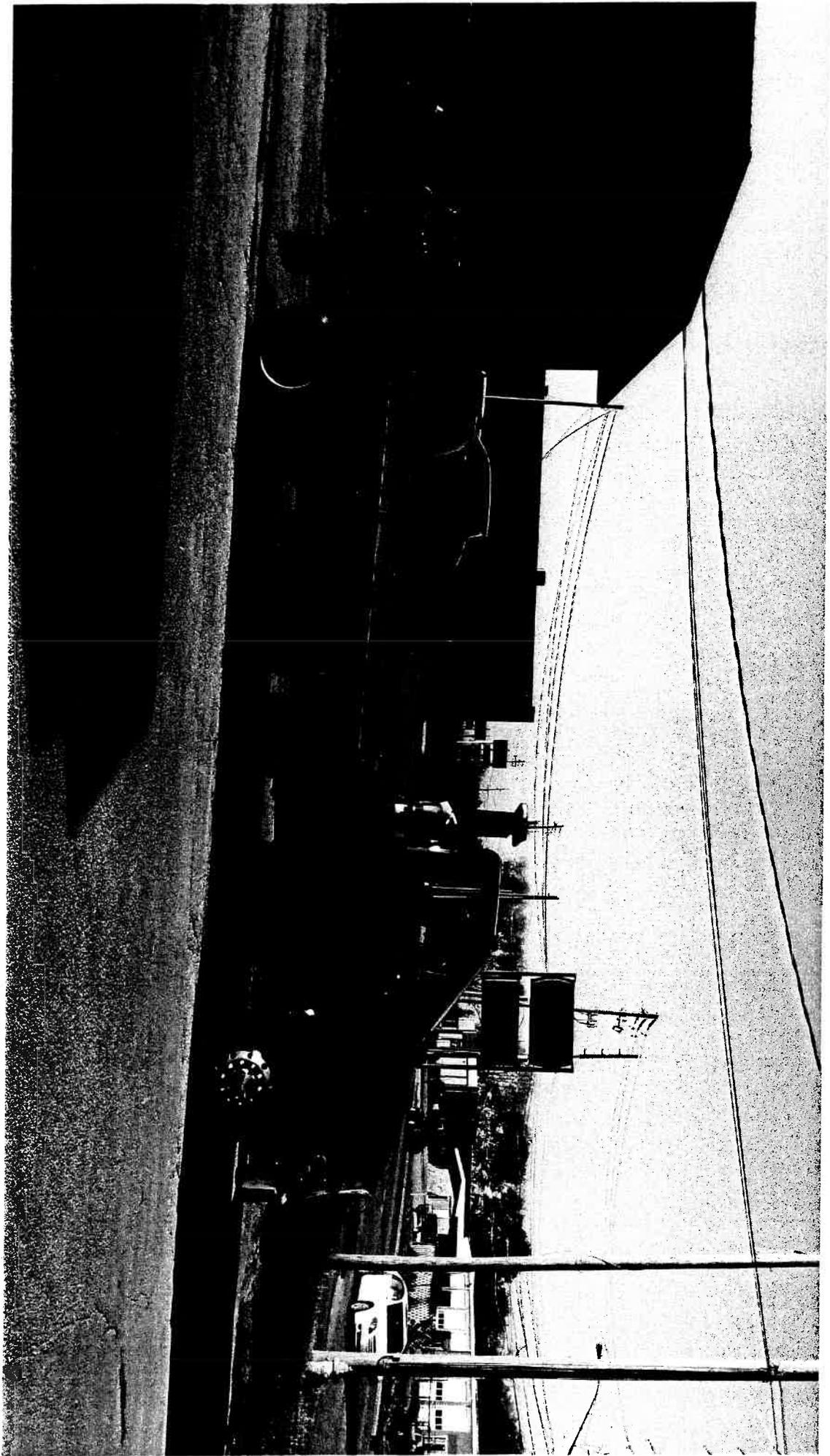


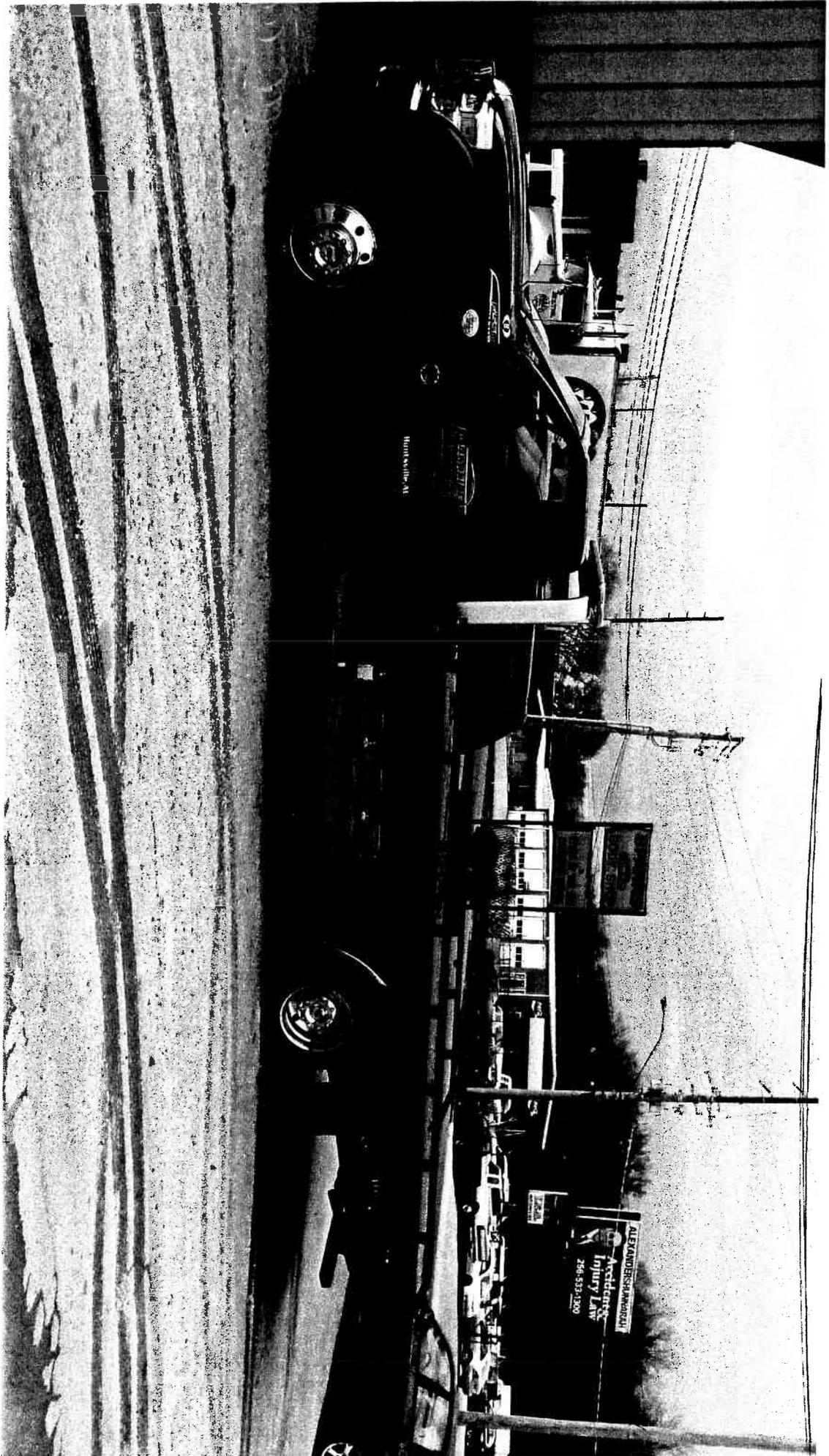
2015 Ford F. 650
VIN# 3FRNX6F24FV670756

2014 Ford F 550
VIN# 1FDUF5GAY5EEB29950

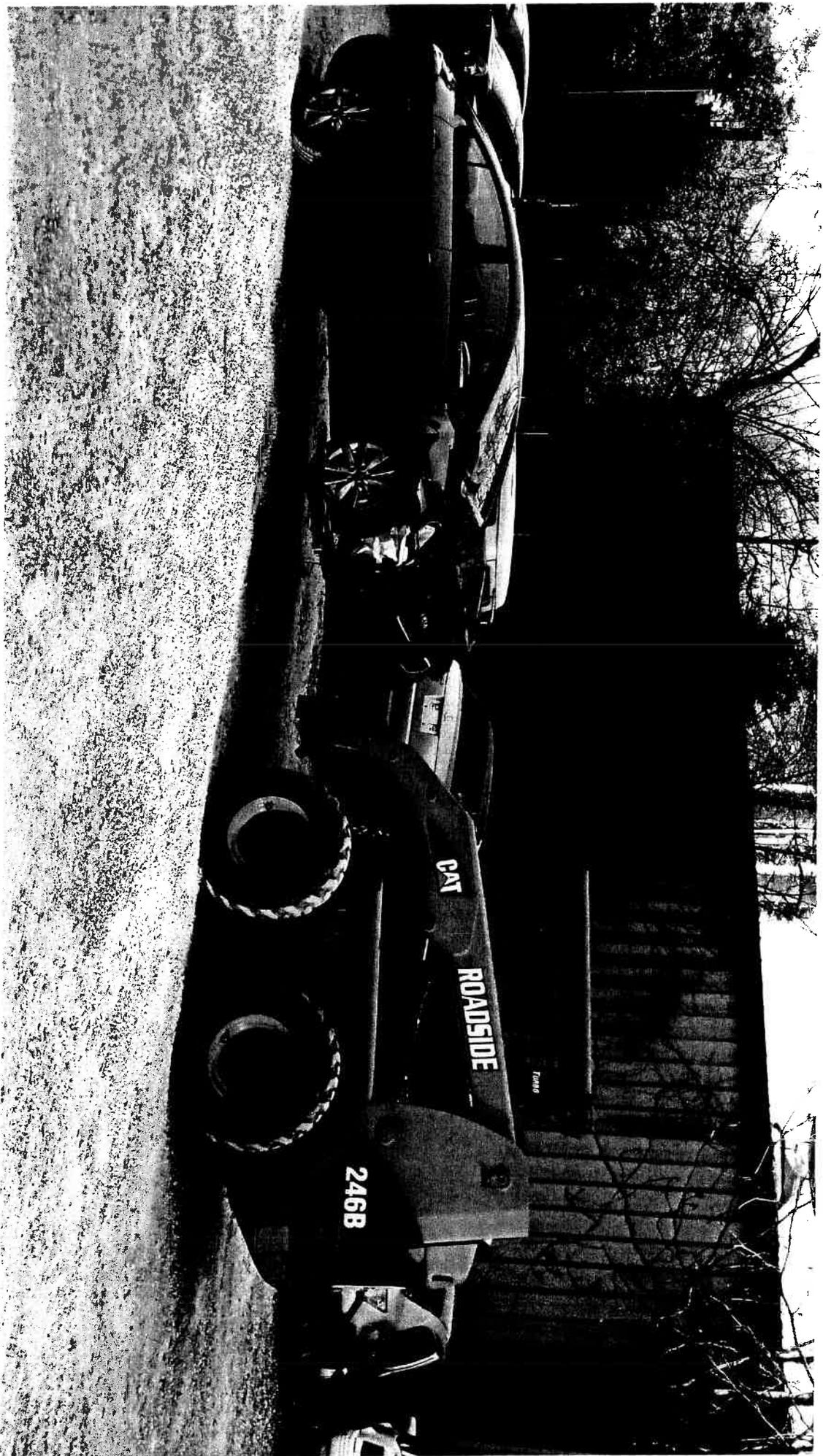


2012 Ford F 650
Vin # 3FRWF6FV297326



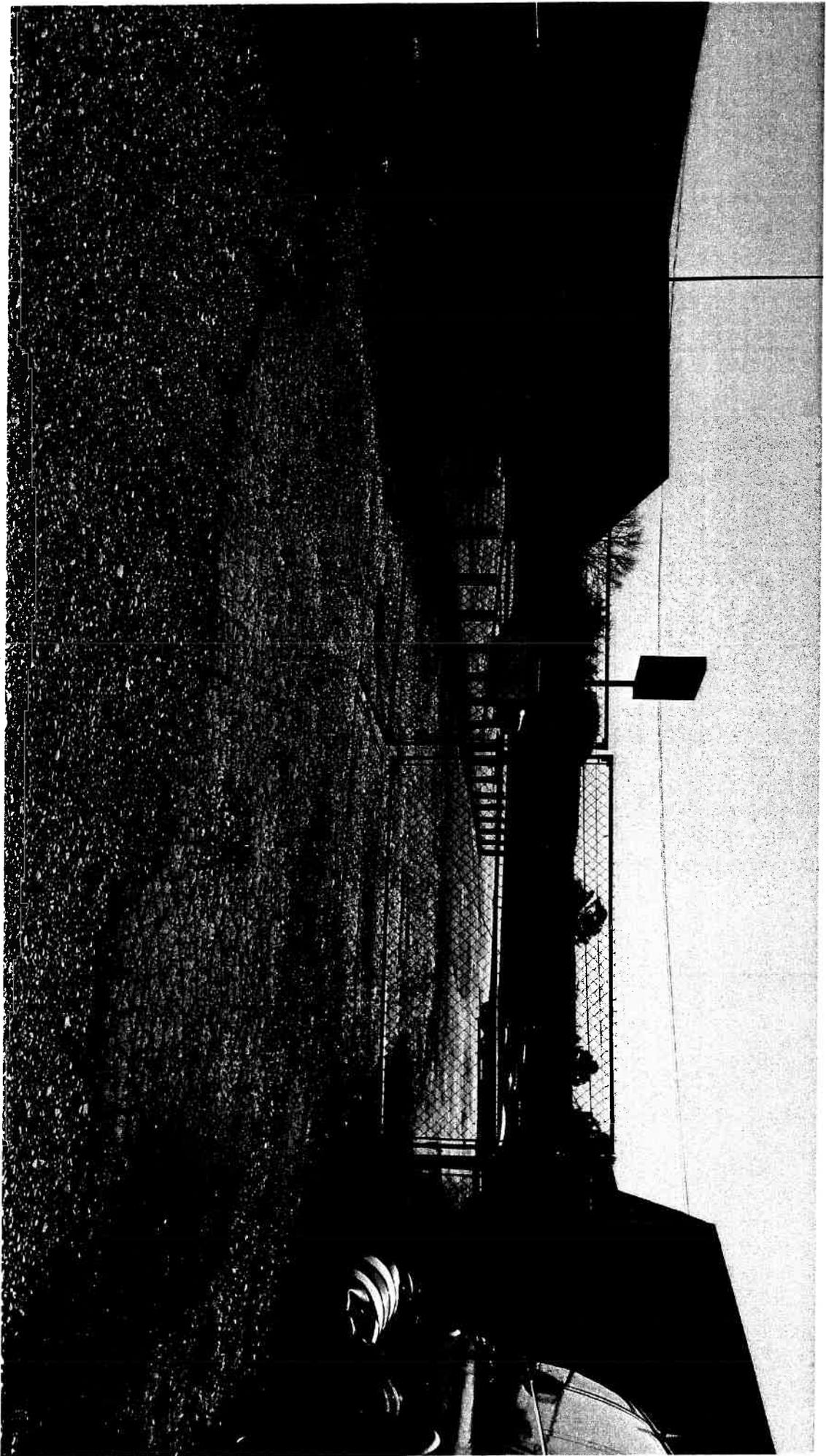


2012 Ford F550
Vin # 1F4F5GT7CEA99223

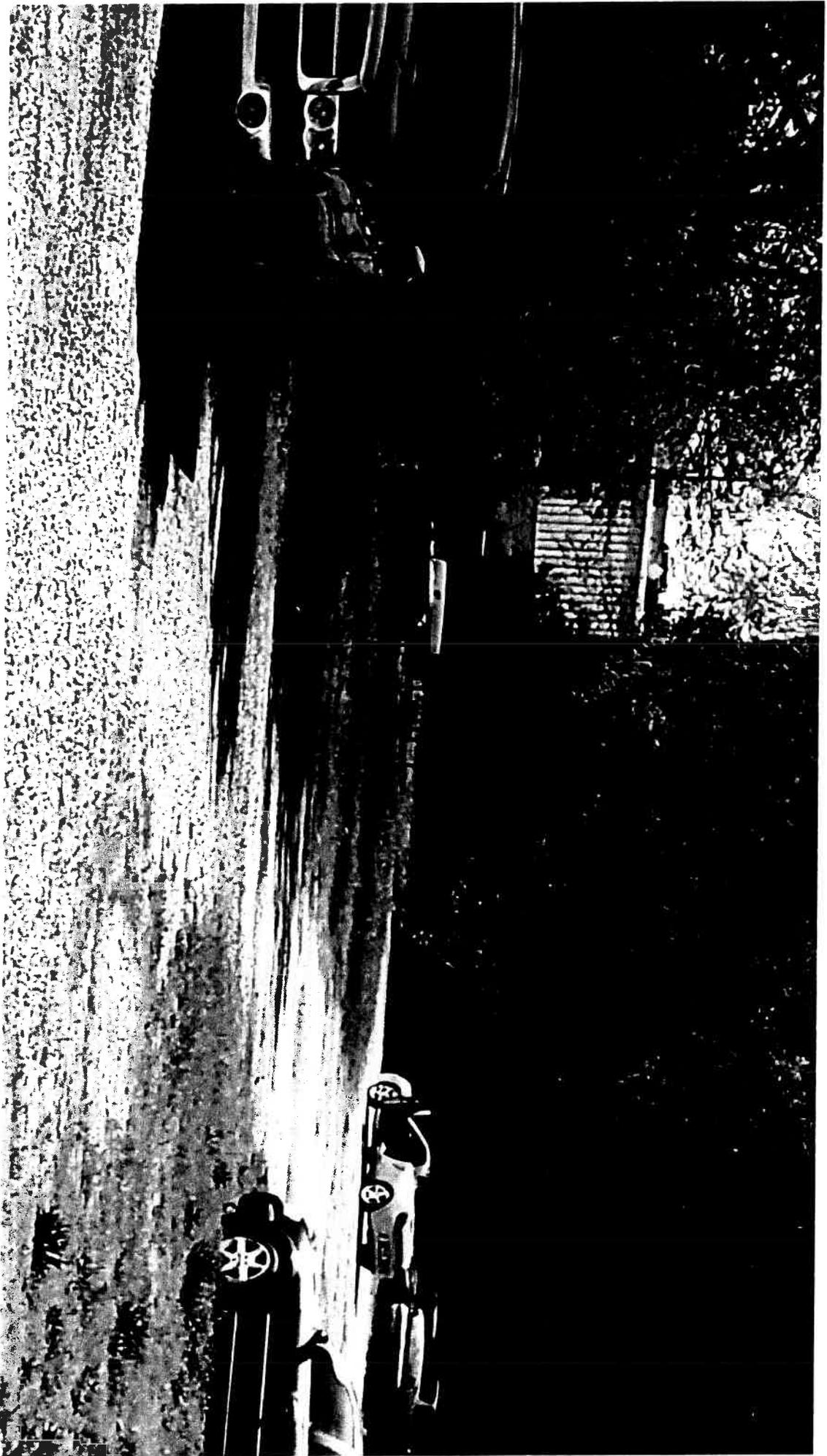


8007 Skid Steer with wheel lift attachment

Lot



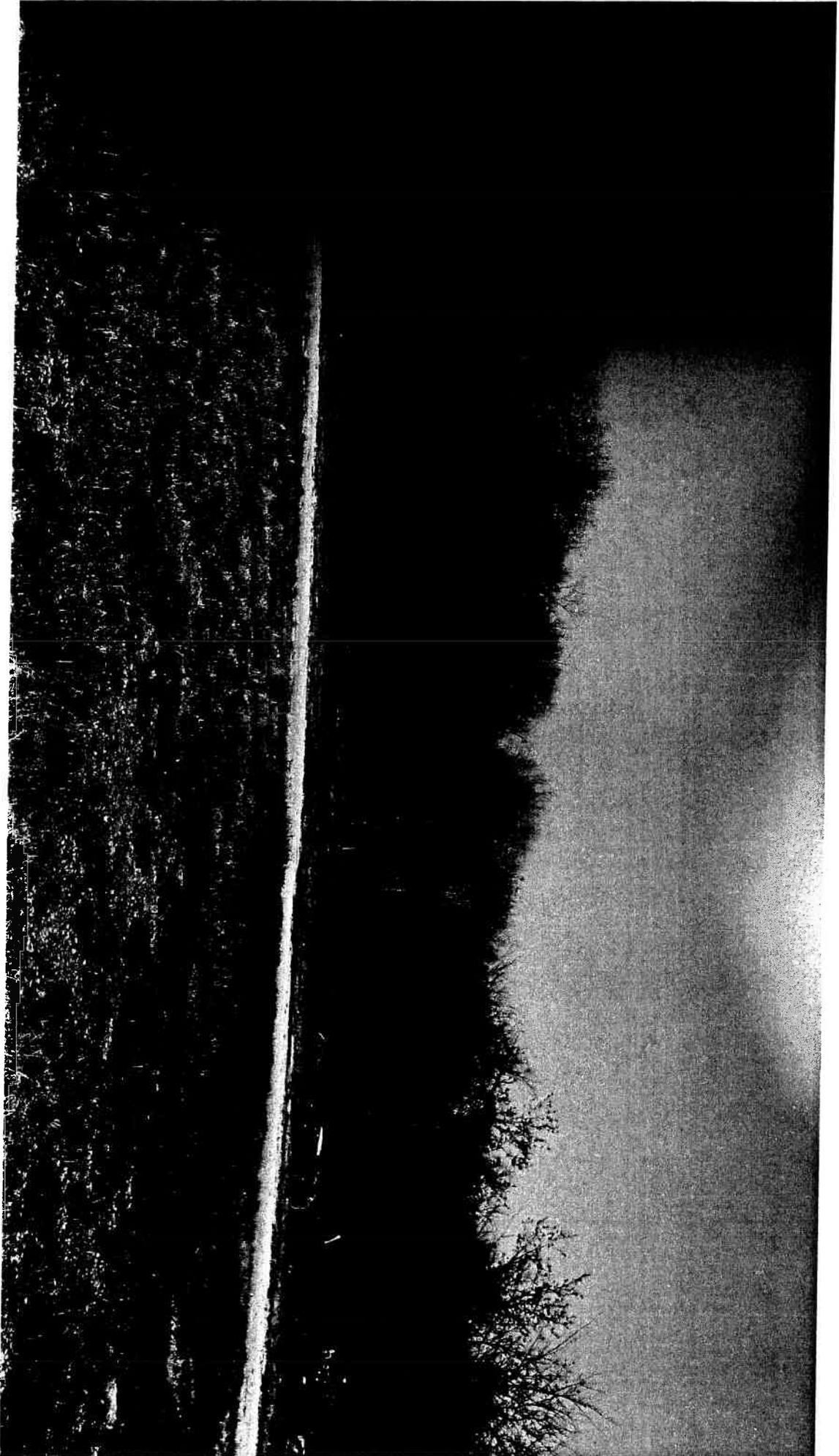
Lot



Lot



Lot



APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Bids will be evaluated on a category basis. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

In 2014, the City of Huntsville impounded approximately 3,613 vehicles and equipment. For the purpose of evaluation, I understand that approximate activity percentages have been provided to me. I will provide the services as required in this Invitation for Bid as follows:

I. TOWING SERVICES FOR ABANDONED AND SEIZED VEHICLES AND ITEMS	COST PER TOW
A. Vehicles 8,000 LB Capacity & Under (94% activity)	\$ 35.00
B. Vehicles Over 8,000 LB Capacity (5% activity)	\$ 35.00
C. Items Less Than 1,000 LB (1% Activity)	\$ 1.00
II. STORAGE SERVICES FOR ABANDONED AND SEIZED VEHICLES AND ITEMS	COST PER DAY
D. Vehicles 8,000 LB Capacity & Under (94% Activity)	\$ 10.00
E. Vehicles Over 8,000 LB Capacity (5% Activity)	\$ 10.00
F. Items Less Than 1,000 LB (1% Activity)	\$ 1.00

Bidder shall enter a price per tow for each category in Section I and a daily storage fee for each category in Section II.

The bids shall be evaluated by the following method:

- Section I: The estimated number of tows (3,613) shall be multiplied by the designated activity percentage and the Bidder's cost per tow for each sub-section. The totals for sub-sections A, B & C will be added together.
- Section II: The estimated number of tows (3,613) shall be multiplied by the designated activity percentage and the Bidder's cost per day for each sub-section. Then the totals for sub-sections D, E & F will be added together.
- The sum of Sections I & II shall be the comparative Base Bid for each bidder.

This Price Bid Form is hereby submitted by the undersigned:

James R. HALL
Printed legal name of Bidder

James R. Hall
Signature

James R HALL (OWNER)
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4-5-16
Date

APPENDIX G SPECIAL TERMS & CONDITIONS

REQUIREMENTS OF THE CITY

1. The City hereby agrees to utilize the wrecker and towing services of the Contractor for the purpose of removing from places within the City limits of the City of Huntsville, Alabama, abandoned motor vehicles which are removed from places within the City limits of the City of Huntsville under and pursuant to Code of Alabama §§ 32-5A-139, 32-13-1 *et seq.*, as may be amended, and "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville." The City hereby agrees to utilize the services of the Contractor for the purpose of storing such abandoned motor vehicles until the same have been released by the impounding authority or advertised and sold under the authority of Code of Alabama §§ 11-47-116, 32-13-1 *et seq.*, as may be amended, or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville."

2. The City of Huntsville also hereby agrees to utilize the services of the Contractor for the purpose of storing such vehicles which are impounded as a result of a traffic accident or a criminal action where no adequate City-owned storage facility or lot is available, and until such time as the vehicle is released by the impounding authority. The City hereby agrees to utilize the services of the Contractor in cases where vehicles are removed from public streets because of said vehicles being without proper protection by reason of the person in charge or control thereof having been arrested and incarcerated or any other reason set forth in Code of Alabama §§ 32-5A-139 or 32-6-19 until said vehicles have been released by the impounding authority or advertised and sold under the authority of Code of Alabama §§ 11-47-116, 32-13-1 *et seq.*, as may be amended, or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville."

3. Additionally, the City agrees to utilize the wrecker and towing services of the Contractor in cases where non-motorized vehicles or other non-vehicular objects or items of any kind weighing less than 1,000 lbs. (hereinafter collectively "items weighing less than 1,000 lbs.") are impounded and to use the storage services of the Contractor where no adequate City-owned storage facility or lot is available, and until such time as the object or item is released by the impounding authority.

4. The City agrees to utilize the wrecker and towing services of the Contractor in cases where seized vehicles are required to be towed to a storage facility or lot.

5. The City will provide the Contractor with a street locator to assist the Contractor in determining street locations. The City's provision of a street locator in no manner diminishes the Contractor's responsibilities to determine street locations or provide wrecker services within the time frame provided in this Agreement.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor hereby covenants and agrees that adequate space for the storage of all motor vehicles and impounded objects as requested by the City shall be furnished and maintained at all times throughout the duration of this Agreement, as follows:

(A) Storage space shall be provided for impounded motor vehicles and impounded items within the city limits of Huntsville, Alabama, or within 10 miles of the City of Huntsville Administration Building located at 308 Fountain Circle, Huntsville, Alabama 35801. Such storage space shall be pre-approved by the City of Huntsville. Separate lots shall be used to store general impounded vehicles and objects, and evidentiary impounded vehicles and objects. However, all lots must be adjoining. In no event shall it be permissible to store general impounds with evidentiary impounds. If separate but adjoining lots are used, each lot must comply with all lot requirements as provided in this contract. All areas of the space set aside to store vehicles or other objects impounded under this Agreement will be

paved with asphalt, concrete or compacted crushed limestone sufficient to create a firm foundation for parking vehicles. No vehicle or object impounded under the contract will be stored on an unpaved surface.

(B) The required minimum square footage for the storage locations shall be 67,000 square feet in one adjoining or central location. The lot dedicated to general impounds shall be a minimum of 150 X 250 square feet or 37,500 square feet, and the lot dedicated to evidentiary impounds shall be a minimum of 75 X 100 square feet or a total of 7,500 square feet. Any configuration is acceptable as long as the minimum square feet is present and the adjoining lots are accessible for their intended purpose.

(C) The storage space shall be completely enclosed within a six (6) foot high chain link fence or other suitable fencing material first approved by the City. Vapor lighting of a sufficient degree of intensity to cover the entire storage area from all angles shall be installed in the storage area in order to accommodate vehicle security, allow safe movement by authorized personnel between vehicles, and permit the acquisition of identifying information from vehicles by authorized personnel. The type, intensity, number and location of each fixture will be submitted to Huntsville Police Department for approval.

(D) The enclosed storage space shall be used exclusively for the storage of vehicles and objects impounded pursuant to this Agreement. In no event shall any other item be placed or mixed with property impounded under this Agreement without the express written authorization of Huntsville Police Department. All generally impounded vehicles and objects must be stored in one location within the same lot. All evidentiary impounded vehicles must be stored in one location within the same lot. General impounded vehicles and objects may not be stored or comingled with evidentiary impounded vehicles and objects.

(i) A section of this storage area will be separately fenced in a manner consistent with the requirements stated in section B above, and shall be used solely for segregated storage of vehicles impounded as evidence. Any vehicle impounded as evidence will be so identified by an investigator or police supervisor. Access to the separately fenced area to be used for storage of vehicles impounded as evidence shall be locked at all times. Absolutely no person shall be permitted access to evidence impoundments without express written permission of an investigator and unless accompanied by an officer of Huntsville Police Department. The Contractor will not permit the viewing or photographing of property impounded for evidence purposes except by Huntsville Police Department personnel or as expressly authorized in writing by Huntsville Police Department.

(ii) No person will be allowed to enter the storage space reserved for non-evidence vehicles unless the person produces identification, and said access is monitored by Contractor personnel. The Contractor will make and maintain written notes of any and all items retrieved from accessed vehicles.

(iii) No person will be allowed to obtain or write down VIN numbers or tag numbers off of any impounded vehicles.

(iv) Sufficient space will be maintained between vehicles to accommodate ease of access by authorized personnel. Said space between vehicles shall permit the opening/closing of vehicle doors without undue risk of damage to surrounding vehicles.

(E) The Contractor shall maintain an individual on duty and physically present at the storage area at all times of the day and night and who shall adequately protect all property. This person shall possess education, coherence and mental ability sufficient to maintain security, to adequately protect all property, and to take/relay telephone or radio directions from the City at all times. This person shall be prohibited from sleeping while on duty. It shall be the Contractor's responsibility to ensure that this person possesses the ability to determine street locations and routes to impoundment locations without resort to Huntsville Police Department for instruction or explanation, except in the most unusual circumstances. This person shall not be the same person as the wrecker operators.

(F) Because Contractor is responsible for safeguarding vehicles impounded by the City of Huntsville Police Department pending completion of investigation by the Police Department, all employees of the Contractor having access to City impounded vehicles, including wrecker operators, dispatchers, or any other employees who will be performing work under this contract, including paper work, and who will have access to the segregated storage used solely for the storage of City impounded vehicles, either evidentiary, or non-evidentiary, must pass a background check. No person convicted of a felony shall be allowed to perform any type of work required under this contract. Contractor is responsible for obtaining said background checks, as well as all fees and costs associated therewith. New employees hired within the term of this contract must also submit to said background checks. During the term of this contract, the Contractor agrees to immediately notify the City of any new employees who satisfy the criteria stated above.

(G) The Contractor shall be solely responsible for and liable for any damages relating to missing or stolen personal effects or items which were present and documented in the vehicle at the time it was impounded.

(H) The Contractor shall assist representatives of the City in gaining access to and obtaining proper identification of any vehicle stored on its property so that proper identification of the vehicle can be made. Such assistance may include gaining access to the interior of the vehicle.

(I) The Contractor shall assist persons attempting to redeem impounded vehicles and objects in a prompt, professional and courteous manner 24 hours a day, 7 days a week. No additional charges shall be made to any persons attempting to redeem impounded vehicles and objects outside of standard business hours.

(J) The Contractor acknowledges that, under the laws of the State of Alabama, no lien, mechanic's lien or otherwise, attaches to personal property left in an impounded vehicle.

(K) At all times, the lot, its location, and its features shall conform with all legal requirements, including, but not limited to, the City's zoning ordinance. Prior to execution of this Agreement, the Contractor shall present a written statement from the City's Manager of Inspection stating that the lot which will be used under this Agreement fully complies with the zoning ordinance.

2. The Contractor shall provide, maintain and devote a least seven (7) fully operational wreckers, including five (5) rollbacks, one (1) medium duty with twelve (12) ton minimum lift capability and one (1) medium duty with twenty-five (25) minimum lift capability. All seven wreckers shall satisfy all legal and contractual requirements for the provision of services under this Agreement at all times (24 hours per day, 7 days per week). In addition, the Contractor shall provide, maintain and devote an appropriately licensed wrecker operator for each wrecker for the provision of services under this Agreement at all times (24 hours per day, 7 days per week) during the term of this Agreement. As a result of the foregoing, at all times (24 hours per day, 7 days per week) during the term of this Agreement, the Contractor shall be providing, maintaining and devoting at least seven (7) fully operational wreckers, which satisfy all legal and contractual requirements, and appropriately licensed wrecker operators are assigned to each of the seven (7) wreckers at all times (24 hours per day, 7 days per week) for the provision of services under this agreement. Contractor is solely responsible for screening all wrecker operators and making sure that all wrecker operators are appropriately licensed at all times. Any cost or fees associated with driver's license screens and/or background checks are the sole responsibility of the contractor.

3. On the **fifteenth (15th) day** of every month, the Contractor will provide a roster of wrecker operators and on-site personnel involved in the performance of this Agreement. For each employee, the roster will state the name of the employee and his/her work days and work hours. In addition, for wrecker operators, the roster will provide the identification number of the wrecker that each operator will be operating during his/her work hours and the operator's commercial driver's license number. **These forms must be received monthly.**

4. The Contractor shall provide a wrecker immediately and in no event later than forty-five (45) minutes following initial contact, at the location of all calls and requests at any time, day or night, made by the City for wrecker services within the corporate limits of the City, except where the Contractor is called to a DUI checkpoint, in which case the Contractor shall provide three (3) wreckers at the checkpoint location until such time as the DUI checkpoint is disbanded. As requested by the City, the Contractor shall tow said vehicles and objects to a City-owned storage facility or lot if available, or to Contractor's storage lot. The Contractor further agrees that should one or more of its wreckers be unavailable, it will furnish wrecker service through another firm, furnishing such services under such conditions as it may make with said third-party firm for the same fee to the City as provided herein. In the event that a third-party wrecker service is furnished by the Contractor all vehicles and objects so towed will be stored in a City-owned storage facility or lot if available, or the City's storage facility at the Contractor's location. The Contractor will assume all liability for payment of fees to any third-party wrecker service. Further, in the event that the Contractor fails to provide a wrecker(s) at the location of a call or request for services within forty-five (45) minutes of initial contact, the City shall be permitted to obtain substitute wrecker services from a third-party firm using the City's Rotation Roster. The substitute wrecker service will tow the vehicle to a City-owned storage facility or lot if available, or the City's storage space at the Contractor's location. The Contractor shall be responsible for payment of any and all costs associated with the acquisition of substitute wrecker services. The forty-five (45) minute deadline shall apply in all events described in this paragraph, including, but not limited to, situations where the Contractor receives multiple impoundment calls simultaneously, with the only exceptions being calls made for services:

- a. at locations to which a wrecker is responding and is in route, but where the wrecker's progress is substantially slowed due to current traffic conditions. In this situation, the Contractor will not be held to the forty-five (45) minute standard so long as the Contractor contacts Huntsville Police Department Dispatch within thirty (30) minutes of the initial call for services and informs Dispatch personnel of the problematic traffic conditions, the wrecker's location, and the wrecker's estimated time of arrival.
- b. in specified areas of the City, which, due to Contractor's business location and generally prevailing traffic conditions, Contractor cannot provide a wrecker within forty-five (45) minutes of initial contact. Contractor will be given an additional fifteen (15) minutes to provide a wrecker at locations covered by this exception. However, no exceptions will be made under this paragraph unless designated in advance and in writing by Huntsville Police Department.

In the event that the Contractor fails to present its wrecker(s) at the location at the designated time or comply with the terms of the exceptions noted above, the City will be permitted to obtain substitute wrecker services using the "Next in Line" list, under the conditions previously described in this subsection. In the event that the Contractor fails to answer the telephone within five (5) minutes of an initial call by Huntsville Police Department to request services, the City will be permitted to obtain substitute wrecker services using the "Next in Line" list under the conditions previously described in this subsection.

5. All wreckers used by Contractor will be clearly marked with the name of Contractor's company, its physical address and phone number consistent with requirements established in Section 25-75, as may be amended, of the City of Huntsville Code of Ordinances. All wreckers used by Contractor must also comply with all city licensing and inspection requirements as provided in Sections 25-73 and 25-75, as may be amended, of the City of Huntsville Code of Ordinances.

6. The Contractor shall on each occasion that a vehicle is removed from the public streets as herein provided, remove from the public street or other public property at and about the scene of such

damaged or wrecked vehicle, all glass, metal, debris, oil spills, or other hazards which may have been cast upon the public street or property.

7. The Contractor shall furnish to the City a copy of all receipts issued upon the return of all impounded vehicles showing an impoundment number, date of impoundment, date of release, towing charges, storage charges, and location from which the vehicle was originally towed. Documentation regarding all releases of impounded vehicles, including releases where full or partial payment is due from the City, shall be provided to Huntsville Police Department on a weekly basis.

8. The Contractor shall furnish the Huntsville Police Department Accounting Office, 2nd Floor, 815 Wheeler Avenue, all "Authorizations for Billing Wrecker Service Fee to the City of Huntsville" forms on a monthly basis with the Impoundment Release form attached and a complete listing of all charges to be reimbursed for that month. **These forms must be received monthly** – example, June billing submitted by the 15th of July.

9. The Contractor agrees that no evidentiary impound will be released to any person until Contractor receives, in writing from the City, official notice that Huntsville Police Department has no further interest in the vehicle specified by both impound number and VIN. Evidentiary impounds shall be indicated on the top of the Huntsville Police Department Impound Sheet with the notation "Hold for Investigator (Investigator's Name)". The investigator's name should be included on the top of the Impound Sheet. The Contractor further agrees that once the City has released its hold over the vehicle, Contractor takes full legal responsibility for said vehicle and agrees to follow all pertinent local, state, and federal laws pertaining to notice and possessory entitlement when releasing the vehicle to an individual. Assuming full legal responsibility means, in part, that Contractor is solely responsible for determining possessory entitlement to the impounded vehicle or object and bears full legal responsibility should a claim arise regarding that determination of possessory entitlement. Contractor further agrees that upon release of said vehicle, a fee equal to and in accordance with the rates herein established in Section B for the City shall be collected from the person removing the vehicle, but such amount collected shall be in lieu of any fee charged therefore to the City.

10. The Contractor agrees that general impounds may be released at any time after the Contractor takes possession of the vehicle. Possession occurs once an officer of the Huntsville Police Department hands the Contractor wrecker operator an official Huntsville Police Department Impound Sheet. A general impound is indicated by the absence of the "Hold for Investigator (Investigator's Name)". The investigator's name should be included on the top of the Impound Sheet. The Contractor further agrees that once it takes possession of the impound, Contractor takes full legal responsibility for said vehicle and agrees to follow all pertinent local, state, and federal laws pertaining to notice and possessory entitlement when releasing the vehicle to an individual. Assuming full legal responsibility means, in part, that Contractor is solely responsible for determining possessory entitlement to the impounded vehicle or object and bears full legal responsibility should a claim arise regarding that determination of possessory entitlement. Contractor further agrees that upon release of said vehicle, a fee equal to and in accordance with the rates herein established in Pricing Form for the City shall be collected from the person removing the vehicle, but such amount collected shall be in lieu of any fee charged therefore to the City.

11. In every instance where the Contractor impounds and stores an abandoned motor vehicle under this Agreement, whether pursuant to Code of Alabama §§ 11-47-116, 32-5A-139, 32-6-19, 32-13-1 *et seq.*, as may be amended, or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville", the Contractor on the tenth (10th) day of each and every month shall compile or cause to be compiled a list of those vehicles stored and not claimed which have been in storage for a period of thirty (30) days or more. **This list shall be provided to the City of Huntsville, Chief of Police, by the fifteenth (15th) day of every month.** Also included in this listing shall be all charges incurred to date on each vehicle itemized on a per-vehicle basis. Upon receipt of this list, the City shall be permitted fourteen (14) days to review the list and advise the Contractor in writing of specific instructions regarding the eligibility of any particular vehicle or stored object for sale. Upon such written notification from the City that a vehicle is eligible for sale, the Contractor may proceed with the sale of the vehicle by public auction pursuant to the provisions contained in Code of Alabama (1975) §§ 32-13-1 *et*

seq., as may be amended and, in addition, the public notice provision of Code of Alabama § 11-47-116. Stored vehicles and objects will be sold by public auction only, conducted pursuant to Code of Alabama §§ 32-13-1 *et seq.* The requirements of this paragraph shall not prevent the Contractor from providing the written notice required to the Department of Revenue and/or the owner and lienholder by Code of Alabama (1975) § 32-13-3, as may be amended, and Section 32-13-4, as may be amended for all vehicles subject to public auction prior to the notification to the City. All auction proceeds will be administered in the manner prescribed by Code of Alabama §§ 32-13-1 *et seq.*, as may be amended.

12. In all events, the Contractor agrees to provide advance written notice to the City of Huntsville of the time and date of the public auction. **This notice should be provided at least fourteen (14) days prior to the date of the auction.** The Contractor shall permit and the City retains the right to have one or more duly authorized representatives present and participating in the auction. The City shall have unlimited access to all records of charges and records of the transactions of the public auction. This right of access includes the right to audit such records for any vehicles towed, stored or auctioned pursuant to this agreement. Prior to each auction, the Contractor shall submit records of all charges on each vehicle to be auctioned. Records of transactions of the auction shall be provided to the City within five (5) days of each auction.

13. The Contractor further agrees that for each group of motor vehicles advertised for public sale in accordance with Section C.9. above that the total price to be paid for the services rendered by the Contractor for towing and storage shall in no event exceed the total proceeds from the sale of such vehicles at auction as held pursuant to Code of Alabama (1975) §§ 32-13-3, as may be amended, and 32-13-4, as may be amended. To the extent that the total proceeds of the public auction exceed the total charges for the group of vehicles auctioned, the Contractor shall pay the balance remaining to the license director of Madison County, as provided in Code of Alabama (1975) § 32-13-6, as may be amended. However, should the total wrecker, storage and towing charges on a particular group of vehicles advertised and sold at public auction exceed the total proceeds from such sale at public auction for said group of vehicles, then the charge shall be the actual proceeds from such a sale.

14. The Contractor shall file reports of the sale of abandoned automobiles sold by public auction and shall be responsible for the payment of any filing fees, pursuant to Code of Alabama §§ 32-13-1 *et seq.*, as may be amended.

15. The Contractor shall work diligently towards assuring that inventories remain as small as possible. The Contractor also agrees to maintain a lot and provide services as required by this contract for an unspecified period of time (not to exceed one-hundred fifty (150) days) in order to allow for the proper disposal of vehicles after the expiration date of this contract. All vehicles impounded under this Agreement will be included in the final (or a preceding) auction occurring during this period unless a vehicle is not eligible for auction under governing law, in which case the Contractor shall notify the City of such fact prior to the time of publication of the final auction. The Contractor shall forfeit any fees due and owing on any vehicle improperly excluded from the final auction and shall permit the City to immediately remove said vehicle from the Contractor's lot. The Contractor may elect not to provide this additional service, but in doing so, must provide the City with written correspondence stating such as well as stating that it understands that it will forfeit any fees due upon said vehicles, which will be removed from the lot within five (5) working days of the expiration of this contract. Such written notice shall be provided no later than thirty (30) calendar days prior to the expiration date of the contract.

16. Contractor will comply with all federal, state and local laws and regulations in its performance under this Agreement.

17. Contractor understands and agrees that time is of the essence in its performance under this Agreement.

18. Each and every requirement of this Agreement shall be furnished, maintained or provided by the Contractor throughout the duration of this Agreement.

19. Failure to comply with any requirement of this section shall be considered a material breach of this Agreement which shall subject the contract to termination.

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): James R Hall dba Roadside Towing + Collision
- City of Huntsville current taxpayer identification number (if available): None
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input checked="" type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: James R Hall Title (if applicable): OWNER
 Type or legibly write name: JAMES R. HALL Date: 4-5-2016

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

Name of Bidder (exactly as it would appear on an agreement):

James R HALL

Doing-Business-As Name of Bidder:

Roadside Towing & Collision

Principal Office Address:

2327 Mem Pkwy NW Suite D
Huntsville AL 35810

Telephone Number:

256-837-6950

Fax Number:

256 837-6951

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual X

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

James R. HALL (OWNER)

Partnership Statement

If a partnership, answer the following:

Date of organization: None
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: None
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

None

2. CONTRACTOR E-VERIFY NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien

within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

3. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements elsewhere in the IFB supersede.

I affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

James R. Hall
Signature of Bidder

James R. Hall
Print or Type Name of Bidder

4-5-2016
Date

Roadside Towing + Collision
Legal Name of Firm

2514 Washington St
Mailing Address

Huntsville Ar 35811
City State Zip Code

256-837-6950
Phone Fax

roadside Towing 911 @ Gmail. Com
Email Address

roadside Collision. Com.
Website Address

Terms 30

Company ID Number: 958313

Approved by:

E-Verify Employer Agent Employer Roadside Towing and Collision	
Name (Please Type or Print) James Hall	Title
Signature Electronically Signed	Date 03/28/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/28/2016

Company ID Number: 958313

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Roadside Towing and Collision
Company Facility Address	2327 Mem.Pkwy. N.W. Suite D Huntsville, AL 35810
Company Alternate Address	2514 Wasington St Huntsville, AL 35811
County or Parish	MADISON
Employer Identification Number	631172845
North American Industry Classification Systems Code	488
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	8

Company ID Number: 958313

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name James R Hall
Phone Number (256) 837 - 6950
Fax Number (256) 837 - 6951
Email Address roadsidecollision@gmail.com

APPENDIX G SPECIAL TERMS & CONDITIONS

REQUIREMENTS OF THE CITY

1. The City hereby agrees to utilize the wrecker and towing services of the Contractor for the purpose of removing from places within the City limits of the City of Huntsville, Alabama, abandoned motor vehicles which are removed from places within the City limits of the City of Huntsville under and pursuant to Code of Alabama §§ 32-5A-139, 32-13-1 *et seq.*, as may be amended, and “Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville.” The City hereby agrees to utilize the services of the Contractor for the purpose of storing such abandoned motor vehicles until the same have been released by the impounding authority or advertised and sold under the authority of Code of Alabama §§ 11-47-116, 32-13-1 *et seq.*, as may be amended, or “Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville.”

2. The City of Huntsville also hereby agrees to utilize the services of the Contractor for the purpose of storing such vehicles which are impounded as a result of a traffic accident or a criminal action where no adequate City-owned storage facility or lot is available, and until such time as the vehicle is released by the impounding authority. The City hereby agrees to utilize the services of the Contractor in cases where vehicles are removed from public streets because of said vehicles being without proper protection by reason of the person in charge or control thereof having been arrested and incarcerated or any other reason set forth in Code of Alabama §§ 32-5A-139 or 32-6-19 until said vehicles have been released by the impounding authority or advertised and sold under the authority of Code of Alabama §§ 11-47-116, 32-13-1 *et seq.*, as may be amended, or “Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville.”

3. Additionally, the City agrees to utilize the wrecker and towing services of the Contractor in cases where non-motorized vehicles or other non-vehicular objects or items of any kind weighing less than 1,000 lbs. (hereinafter collectively “items weighing less than 1,000 lbs.”) are impounded and to use the storage services of the Contractor where no adequate City-owned storage facility or lot is available, and until such time as the object or item is released by the impounding authority.

4. The City agrees to utilize the wrecker and towing services of the Contractor in cases where seized vehicles are required to be towed to a storage facility or lot.

5. The City will provide the Contractor with a street locator to assist the Contractor in determining street locations. The City’s provision of a street locator in no manner diminishes the Contractor’s responsibilities to determine street locations or provide wrecker services within the time frame provided in this Agreement.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor hereby covenants and agrees that adequate space for the storage of all motor vehicles and impounded objects as requested by the City shall be furnished and maintained at all times throughout the duration of this Agreement, as follows:

(A) Storage space shall be provided for impounded motor vehicles and impounded items within the city limits of Huntsville, Alabama, or within 10 miles of the City of Huntsville Administration Building located at 308 Fountain Circle, Huntsville, Alabama 35801. Such storage space shall be pre-approved by the City of Huntsville. Separate lots shall be used to store general impounded vehicles and objects, and evidentiary impounded vehicles and objects. However, all lots must be adjoining. In no event shall it be permissible to store general impounds with evidentiary impounds. If separate but adjoining lots are used, each lot must comply with all lot requirements as provided in this contract. All areas of the space set aside to store vehicles or other objects impounded under this Agreement will be

paved with asphalt, concrete or compacted crushed limestone sufficient to create a firm foundation for parking vehicles. No vehicle or object impounded under the contract will be stored on an unpaved surface.

(B) The required minimum square footage for the storage locations shall be 67,000 square feet in one adjoining or central location. The lot dedicated to general impounds shall be a minimum of 150 X 250 square feet or 37,500 square feet, and the lot dedicated to evidentiary impounds shall be a minimum of 75 X 100 square feet or a total of 7,500 square feet. Any configuration is acceptable as long as the minimum square feet is present and the adjoining lots are accessible for their intended purpose.

(C) The storage space shall be completely enclosed within a six (6) foot high chain link fence or other suitable fencing material first approved by the City. Vapor lighting of a sufficient degree of intensity to cover the entire storage area from all angles shall be installed in the storage area in order to accommodate vehicle security, allow safe movement by authorized personnel between vehicles, and permit the acquisition of identifying information from vehicles by authorized personnel. The type, intensity, number and location of each fixture will be submitted to Huntsville Police Department for approval.

(D) The enclosed storage space shall be used exclusively for the storage of vehicles and objects impounded pursuant to this Agreement. In no event shall any other item be placed or mixed with property impounded under this Agreement without the express written authorization of Huntsville Police Department. All generally impounded vehicles and objects must be stored in one location within the same lot. All evidentiary impounded vehicles must be stored in one location within the same lot. General impounded vehicles and objects may not be stored or comingled with evidentiary impounded vehicles and objects.

(i) A section of this storage area will be separately fenced in a manner consistent with the requirements stated in section B above, and shall be used solely for segregated storage of vehicles impounded as evidence. Any vehicle impounded as evidence will be so identified by an investigator or police supervisor. Access to the separately fenced area to be used for storage of vehicles impounded as evidence shall be locked at all times. Absolutely no person shall be permitted access to evidence impoundments without express written permission of an investigator and unless accompanied by an officer of Huntsville Police Department. The Contractor will not permit the viewing or photographing of property impounded for evidence purposes except by Huntsville Police Department personnel or as expressly authorized in writing by Huntsville Police Department.

(ii) No person will be allowed to enter the storage space reserved for non-evidence vehicles unless the person produces identification, and said access is monitored by Contractor personnel. The Contractor will make and maintain written notes of any and all items retrieved from accessed vehicles.

(iii) No person will be allowed to obtain or write down VIN numbers or tag numbers off of any impounded vehicles.

(iv) Sufficient space will be maintained between vehicles to accommodate ease of access by authorized personnel. Said space between vehicles shall permit the opening/closing of vehicle doors without undue risk of damage to surrounding vehicles.

(E) The Contractor shall maintain an individual on duty and physically present at the storage area at all times of the day and night and who shall adequately protect all property. This person shall possess education, coherence and mental ability sufficient to maintain security, to adequately protect all property, and to take/relay telephone or radio directions from the City at all times. This person shall be prohibited from sleeping while on duty. It shall be the Contractor's responsibility to ensure that this person possesses the ability to determine street locations and routes to impoundment locations without resort to Huntsville Police Department for instruction or explanation, except in the most unusual circumstances. This person shall not be the same person as the wrecker operators.

(F) Because Contractor is responsible for safeguarding vehicles impounded by the City of Huntsville Police Department pending completion of investigation by the Police Department, all employees of the Contractor having access to City impounded vehicles, including wrecker operators, dispatchers, or any other employees who will be performing work under this contract, including paper work, and who will have access to the segregated storage used solely for the storage of City impounded vehicles, either evidentiary, or non-evidentiary, must pass a background check. No person convicted of a felony shall be allowed to perform any type of work required under this contract. Contractor is responsible for obtaining said background checks, as well as all fees and costs associated therewith. New employees hired within the term of this contract must also submit to said background checks. During the term of this contract, the Contractor agrees to immediately notify the City of any new employees who satisfy the criteria stated above.

(G) The Contractor shall be solely responsible for and liable for any damages relating to missing or stolen personal effects or items which were present and documented in the vehicle at the time it was impounded.

(H) The Contractor shall assist representatives of the City in gaining access to and obtaining proper identification of any vehicle stored on its property so that proper identification of the vehicle can be made. Such assistance may include gaining access to the interior of the vehicle.

(I) The Contractor shall assist persons attempting to redeem impounded vehicles and objects in a prompt, professional and courteous manner 24 hours a day, 7 days a week. No additional charges shall be made to any persons attempting to redeem impounded vehicles and objects outside of standard business hours.

(J) The Contractor acknowledges that, under the laws of the State of Alabama, no lien, mechanic's lien or otherwise, attaches to personal property left in an impounded vehicle.

(K) At all times, the lot, its location, and its features shall conform with all legal requirements, including, but not limited to, the City's zoning ordinance. Prior to execution of this Agreement, the Contractor shall present a written statement from the City's Manager of Inspection stating that the lot which will be used under this Agreement fully complies with the zoning ordinance.

2. The Contractor shall provide, maintain and devote a least seven (7) fully operational wreckers, including five (5) rollbacks, one (1) medium duty with twelve (12) ton minimum lift capability and one (1) medium duty with twenty-five (25) minimum lift capability. All seven wreckers shall satisfy all legal and contractual requirements for the provision of services under this Agreement at all times (24 hours per day, 7 days per week). In addition, the Contractor shall provide, maintain and devote an appropriately licensed wrecker operator for each wrecker for the provision of services under this Agreement at all times (24 hours per day, 7 days per week) during the term of this Agreement. As a result of the foregoing, at all times (24 hours per day, 7 days per week) during the term of this Agreement, the Contractor shall be providing, maintaining and devoting at least seven (7) fully operational wreckers, which satisfy all legal and contractual requirements, and appropriately licensed wrecker operators are assigned to each of the seven (7) wreckers at all times (24 hours per day, 7 days per week) for the provision of services under this agreement. Contractor is solely responsible for screening all wrecker operators and making sure that all wrecker operators are appropriately licensed at all times. Any cost or fees associated with driver's license screens and/or background checks are the sole responsibility of the contractor.

3. On the **fifteenth (15th) day** of every month, the Contractor will provide a roster of wrecker operators and on-site personnel involved in the performance of this Agreement. For each employee, the roster will state the name of the employee and his/her work days and work hours. In addition, for wrecker operators, the roster will provide the identification number of the wrecker that each operator will be operating during his/her work hours and the operator's commercial driver's license number. **These forms must be received monthly.**

4. The Contractor shall provide a wrecker immediately and in no event later than forty-five (45) minutes following initial contact, at the location of all calls and requests at any time, day or night, made by the City for wrecker services within the corporate limits of the City, except where the Contractor is called to a DUI checkpoint, in which case the Contractor shall provide three (3) wreckers at the checkpoint location until such time as the DUI checkpoint is disbanded. As requested by the City, the Contractor shall tow said vehicles and objects to a City-owned storage facility or lot if available, or to Contractor's storage lot. The Contractor further agrees that should one or more of its wreckers be unavailable, it will furnish wrecker service through another firm, furnishing such services under such conditions as it may make with said third-party firm for the same fee to the City as provided herein. In the event that a third-party wrecker service is furnished by the Contractor all vehicles and objects so towed will be stored in a City-owned storage facility or lot if available, or the City's storage facility at the Contractor's location. The Contractor will assume all liability for payment of fees to any third-party wrecker service. Further, in the event that the Contractor fails to provide a wrecker(s) at the location of a call or request for services within forty-five (45) minutes of initial contact, the City shall be permitted to obtain substitute wrecker services from a third-party firm using the City's Rotation Roster. The substitute wrecker service will tow the vehicle to a City-owned storage facility or lot if available, or the City's storage space at the Contractor's location. The Contractor shall be responsible for payment of any and all costs associated with the acquisition of substitute wrecker services. The forty-five (45) minute deadline shall apply in all events described in this paragraph, including, but not limited to, situations where the Contractor receives multiple impoundment calls simultaneously, with the only exceptions being calls made for services:

- a. at locations to which a wrecker is responding and is in route, but where the wrecker's progress is substantially slowed due to current traffic conditions. In this situation, the Contractor will not be held to the forty-five (45) minute standard so long as the Contractor contacts Huntsville Police Department Dispatch within thirty (30) minutes of the initial call for services and informs Dispatch personnel of the problematic traffic conditions, the wrecker's location, and the wrecker's estimated time of arrival.
- b. in specified areas of the City, which, due to Contractor's business location and generally prevailing traffic conditions, Contractor cannot provide a wrecker within forty-five (45) minutes of initial contact. Contractor will be given an additional fifteen (15) minutes to provide a wrecker at locations covered by this exception. However, no exceptions will be made under this paragraph unless designated in advance and in writing by Huntsville Police Department.

In the event that the Contractor fails to present its wrecker(s) at the location at the designated time or comply with the terms of the exceptions noted above, the City will be permitted to obtain substitute wrecker services using the "Next in Line" list, under the conditions previously described in this subsection. In the event that the Contractor fails to answer the telephone within five (5) minutes of an initial call by Huntsville Police Department to request services, the City will be permitted to obtain substitute wrecker services using the "Next in Line" list under the conditions previously described in this subsection.

5. All wreckers used by Contractor will be clearly marked with the name of Contractor's company, its physical address and phone number consistent with requirements established in Section 25-75, as may be amended, of the City of Huntsville Code of Ordinances. All wreckers used by Contractor must also comply with all city licensing and inspection requirements as provided in Sections 25-73 and 25-75, as may be amended, of the City of Huntsville Code of Ordinances.

6. The Contractor shall on each occasion that a vehicle is removed from the public streets as herein provided, remove from the public street or other public property at and about the scene of such

damaged or wrecked vehicle, all glass, metal, debris, oil spills, or other hazards which may have been cast upon the public street or property.

7. The Contractor shall furnish to the City a copy of all receipts issued upon the return of all impounded vehicles showing an impoundment number, date of impoundment, date of release, towing charges, storage charges, and location from which the vehicle was originally towed. Documentation regarding all releases of impounded vehicles, including releases where full or partial payment is due from the City, shall be provided to Huntsville Police Department on a weekly basis.

8. The Contractor shall furnish the Huntsville Police Department Accounting Office, 2nd Floor, 815 Wheeler Avenue, all "Authorizations for Billing Wrecker Service Fee to the City of Huntsville" forms on a monthly basis with the Impoundment Release form attached and a complete listing of all charges to be reimbursed for that month. **These forms must be received monthly** – example, June billing submitted by the 15th of July.

9. The Contractor agrees that no evidentiary impound will be released to any person until Contractor receives, in writing from the City, official notice that Huntsville Police Department has no further interest in the vehicle specified by both impound number and VIN. Evidentiary impounds shall be indicated on the top of the Huntsville Police Department Impound Sheet with the notation "Hold for Investigator (Investigator's Name)". The investigator's name should be included on the top of the Impound Sheet. The Contractor further agrees that once the City has released its hold over the vehicle, Contractor takes full legal responsibility for said vehicle and agrees to follow all pertinent local, state, and federal laws pertaining to notice and possessory entitlement when releasing the vehicle to an individual. Assuming full legal responsibility means, in part, that Contractor is solely responsible for determining possessory entitlement to the impounded vehicle or object and bears full legal responsibility should a claim arise regarding that determination of possessory entitlement. Contractor further agrees that upon release of said vehicle, a fee equal to and in accordance with the rates herein established in Section B for the City shall be collected from the person removing the vehicle, but such amount collected shall be in lieu of any fee charged therefore to the City.

10. The Contractor agrees that general impounds may be released at any time after the Contractor takes possession of the vehicle. Possession occurs once an officer of the Huntsville Police Department hands the Contractor wrecker operator an official Huntsville Police Department Impound Sheet. A general impound is indicated by the absence of the "Hold for Investigator (Investigator's Name)". The investigator's name should be included on the top of the Impound Sheet. The Contractor further agrees that once it takes possession of the impound, Contractor takes full legal responsibility for said vehicle and agrees to follow all pertinent local, state, and federal laws pertaining to notice and possessory entitlement when releasing the vehicle to an individual. Assuming full legal responsibility means, in part, that Contractor is solely responsible for determining possessory entitlement to the impounded vehicle or object and bears full legal responsibility should a claim arise regarding that determination of possessory entitlement. Contractor further agrees that upon release of said vehicle, a fee equal to and in accordance with the rates herein established in Pricing Form for the City shall be collected from the person removing the vehicle, but such amount collected shall be in lieu of any fee charged therefore to the City.

11. In every instance where the Contractor impounds and stores an abandoned motor vehicle under this Agreement, whether pursuant to Code of Alabama §§ 11-47-116, 32-5A-139, 32-6-19, 32-13-1 *et seq.*, as may be amended, or "Chapter 25, Article II, Division 2, as may be amended, of the Code of Ordinances for the City of Huntsville", the Contractor on the tenth (10th) day of each and every month shall compile or cause to be compiled a list of those vehicles stored and not claimed which have been in storage for a period of thirty (30) days or more. **This list shall be provided to the City of Huntsville, Chief of Police, by the fifteenth (15th) day of every month.** Also included in this listing shall be all charges incurred to date on each vehicle itemized on a per-vehicle basis. Upon receipt of this list, the City shall be permitted fourteen (14) days to review the list and advise the Contractor in writing of specific instructions regarding the eligibility of any particular vehicle or stored object for sale. Upon such written notification from the City that a vehicle is eligible for sale, the Contractor may proceed with the sale of the vehicle by public auction pursuant to the provisions contained in Code of Alabama (1975) §§ 32-13-1 *et*

seq., as may be amended and, in addition, the public notice provision of Code of Alabama § 11-47-116. Stored vehicles and objects will be sold by public auction only, conducted pursuant to Code of Alabama §§ 32-13-1 et seq. The requirements of this paragraph shall not prevent the Contractor from providing the written notice required to the Department of Revenue and/or the owner and lienholder by Code of Alabama (1975) § 32-13-3, as may be amended, and Section 32-13-4, as may be amended for all vehicles subject to public auction prior to the notification to the City. All auction proceeds will be administered in the manner prescribed by Code of Alabama §§ 32-13-1 et seq., as may be amended.

12. In all events, the Contractor agrees to provide advance written notice to the City of Huntsville of the time and date of the public auction. **This notice should be provided at least fourteen (14) days prior to the date of the auction.** The Contractor shall permit and the City retains the right to have one or more duly authorized representatives present and participating in the auction. The City shall have unlimited access to all records of charges and records of the transactions of the public auction. This right of access includes the right to audit such records for any vehicles towed, stored or auctioned pursuant to this agreement. Prior to each auction, the Contractor shall submit records of all charges on each vehicle to be auctioned. Records of transactions of the auction shall be provided to the City within five (5) days of each auction.

13. The Contractor further agrees that for each group of motor vehicles advertised for public sale in accordance with Section C.9. above that the total price to be paid for the services rendered by the Contractor for towing and storage shall in no event exceed the total proceeds from the sale of such vehicles at auction as held pursuant to Code of Alabama (1975) §§ 32-13-3, as may be amended, and 32-13-4, as may be amended. To the extent that the total proceeds of the public auction exceed the total charges for the group of vehicles auctioned, the Contractor shall pay the balance remaining to the license director of Madison County, as provided in Code of Alabama (1975) § 32-13-6, as may be amended. However, should the total wrecker, storage and towing charges on a particular group of vehicles advertised and sold at public auction exceed the total proceeds from such sale at public auction for said group of vehicles, then the charge shall be the actual proceeds from such a sale.

14. The Contractor shall file reports of the sale of abandoned automobiles sold by public auction and shall be responsible for the payment of any filing fees, pursuant to Code of Alabama §§ 32-13-1 et seq., as may be amended.

15. The Contractor shall work diligently towards assuring that inventories remain as small as possible. The Contractor also agrees to maintain a lot and provide services as required by this contract for an unspecified period of time (not to exceed one-hundred fifty (150) days) in order to allow for the proper disposal of vehicles after the expiration date of this contract. All vehicles impounded under this Agreement will be included in the final (or a preceding) auction occurring during this period unless a vehicle is not eligible for auction under governing law, in which case the Contractor shall notify the City of such fact prior to the time of publication of the final auction. The Contractor shall forfeit any fees due and owing on any vehicle improperly excluded from the final auction and shall permit the City to immediately remove said vehicle from the Contractor's lot. The Contractor may elect not to provide this additional service, but in doing so, must provide the City with written correspondence stating such as well as stating that it understands that it will forfeit any fees due upon said vehicles, which will be removed from the lot within five (5) working days of the expiration of this contract. Such written notice shall be provided no later than thirty (30) calendar days prior to the expiration date of the contract.

16. Contractor will comply with all federal, state and local laws and regulations in its performance under this Agreement.

17. Contractor understands and agrees that time is of the essence in its performance under this Agreement.

18. Each and every requirement of this Agreement shall be furnished, maintained or provided by the Contractor throughout the duration of this Agreement.

19. Failure to comply with any requirement of this section shall be considered a material breach of this Agreement which shall subject the contract to termination.

MISCELLANEOUS.

1. The parties agree that the non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

2. The section headings contained herein are only for convenience and reference and are not intended to be part of this Agreement or in any manner to define, limit or describe the scope and intent of this Agreement for the particular paragraph to which they refer.

3. Any and all notice or other communications required or permitted by this Agreement or by law to be served on or given to any party hereto, by another party to this Agreement, shall be in writing, and shall be deemed duly served when personally delivered to the party, City or Contractor, to whom they are directed, or in lieu of such personal service, when deposited in the United States Mail, First Class, Postage Prepaid, Certified Mail, Return Receipt Requested and addressed as follows:

City: City of Huntsville, Alabama
P.O. Box 308
Huntsville, Alabama 35804-0308
Attention: HPD, Chief of Police

Contractor: Roadside Towing + Collision
2514 Washington St
Huntsville AL 35811
Attention:

If either party hereto changes its address for purposes of this agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

4. The intent of this Agreement is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred from this Agreement as necessary to produce the intended result shall be provided by Contractor.

5. It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements and supersedes any prior contractual performance or working relationship between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

6. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement shall not imply that any other, nonspecified act, failure, refusal, omission, event, occurrence or condition shall not be deemed to constitute a material breach of this Agreement.

7. The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement.

8. Contractor shall not assign its rights nor shall it delegate any of its duties under this Agreement, except as expressly provided herein or otherwise expressly approved in writing by the City. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon the parties and their successors in interest.

9. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party.

10. Contractor will not subcontract any of the work required to be performed under this Agreement without prior written consent of the City. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any

subcontract price or of any amount paid under any subcontract, nor relieve Contractor of any responsibility for performing this Agreement.

11. This Agreement shall be governed and interpreted pursuant to the laws of the State of Alabama.

12. If any portion of this Agreement is held to be invalid, such provision shall be considered severable and the remainder of this Agreement or any provision hereof shall not be affected.

CONTRACTOR NAME AND INFORMATION:

James R. Hall
(Authorized Signature)

James R. Hall
(Printed Signature Name)

Roadside Towing & Collision
(Full Company Name)

(DBA) If applicable

2327 Mem Pkwy NW Suite D
(Company Address)

256-837-6950
(Contact Phone Number)

PRIVILEGE LICENSE
To Conduct Business in
The City of Huntsville, Alabama

2016

TAXPAYER #: 22823
CITIZEN STATUS: C

DATE ISSUED: 12/16/2015
LICENSE NO: 227372

TAXPAYER: HALL, JAMES R
2514 WASHINGTON ST NW
HUNTSVILLE, AL 35811

ATTENTION: BOBBY HALL

NAICS CODE: 488410 - MOTOR VEHICLE TOWING

BUSINESS LOCATION: 1

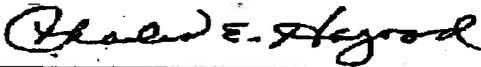
BUSINESS LICENSE YEAR: 2016

LOCATION: ROADSIDE TOWING & COLLISION
2514 WASHINGTON ST NW
HUNTSVILLE, AL 35811

The licensee named herein is authorized to do business
at the above specified Business Location as provided
for the License Schedules listed below:

<u>SECTION NO</u>	<u>TYPE OF LICENSE</u>	<u>AMOUNT</u>
45	HAULING FOR HIRE	\$700.00
63	PARKING LOT	\$100.00
	TOTAL LICENSE	\$800.00
	TOTAL ISSUANCE FEES	\$12.00
	TOTAL PAYMENT	\$812.00

Licenses paid by check are void if check
is not honored upon first presentation to bank



CHARLES E. HAGOOD, CMC
CLERK-TREASURER

WARNING: This license is granted as a personal privilege to the individual, partnership or corporation named, and cannot be used by any other individual, partnership or corporation, under penalty of law. This license does not authorize a business to operate in conflict with any City of Huntsville Ordinances or State of Alabama Laws.

VALID UNTIL DECEMBER 31 of the business license year shown above

CASH CHECK

Client#: 16609

ROADTOWI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2016

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 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 Select Cust Unit- 800-489-0105 Palomar Insurance Corporation 4525 Executive Park Drive, Ste 202 Montgomery, AL 36116		CONTACT NAME: Maxie McLain PHONE (A/C No, Ext): 334-409-3105 FAX (A/C No): 334-323-1321 E-MAIL ADDRESS: maxiem@palomarins.com	
INSURED Bobby and Shelia Hall dba Roadside Towing dba H&H Auto Sales 2514 Washington St NW Huntsville, AL 35811		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		9617142407	05/06/2016	05/06/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		9617142405	05/06/2016	05/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		9617142404	12/09/2015	12/09/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Garage Liability Coverage- Included
 Garagekeepers Coverage- Direct Primary- \$250,000 Comprehensive & Collision; \$1,000 Deductible

CERTIFICATE HOLDER

CANCELLATION

City of Huntsville
 815 Wheeler Ave
 Huntsville, AL 35801

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



