

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALL AMERICAN TOWING, LLC (THE CITY COUNCIL HEREBY FIND AND DECLARE THAT AN EMERGENCY EXISTS WHICH REQUIRES THE IMMEDIATE PASSAGE OF THIS ORDINANCE FOR THE PRESERVATION OF THE WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized to enter into and execute an agreement with All American Towing, LLC for towing services.
- Section 2.** The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.
- Section 4.** The City Council hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this _____ day of _____ 2023
2nd Reading this _____ day of _____ 2023
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:			
Councilwoman Verges	Aye	___	Nay ___ Absent ___ Abstain ___
Councilwoman Williams	Aye	___	Nay ___ Absent ___ Abstain ___
Councilman Hoskins	Aye	___	Nay ___ Absent ___ Abstain ___
Councilwoman Anthony	Aye	___	Nay ___ Absent ___ Abstain ___
Councilman Hindeleh	Aye	___	Nay ___ Absent ___ Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye	___	Nay ___ Absent ___ Abstain ___
Mayor Deinbo	Aye	___	Nay ___ Absent ___ Abstain ___

**ALL AMERICAN TOWING, LLC
6400 SPENCER AVE.
ST. LOUIS, MO 63133
314-725-6600
24-HOUR SERVICE**

Police Department Towing

North County Co-Op

City of Pagedale

City of Hillsdale

City of Floridell Hills

City Velda City

City of Greendale

City of Pine Lawn

City of Vinita Park

Hanley Hills Village

City of Wellston

City of Dellwood

City of Beverly Hills

ALL AMERICAN TOWING, LLC
6400 SPENCER AVE.
ST. LOUIS, MO 63133
314-725-6600
24-HOUR SERVICE

PRICE LIST

No charge for the City of Berkeley

Light Duty Towing	\$65.00
Abandoned Vehicle Tows	\$65.00
Illegally Parked Cars	\$65.00
Impounded Cars	\$65.00
Dolly Wheels	\$65.00
Extra Man & Truck	\$65.00
Winching	\$65.00
Flat Tires	\$40.00
Jump Starts	\$40.00
Lockout	\$40.00
Storage Fee (outside)	\$50.00
Storage Fee (inside)	\$60.00
Heavy Duty Trucks (25 Ton – 50 Ton)	\$250.00



BRAXTRA-01

ASOCKWELL

DATE (MM/DD/YYYY)

8/9/2022

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Mike Keith Insurance, Inc. 103 West Franklin St Clinton, MO 64735	CONTACT NAME: Amy Sockwell PHONE (A/C, No, Ext): 557 FAX (A/C, No): E-MAIL ADDRESS: asockwell@mkeithins.com
INSURED Brax Transportation & Towing, LLC Dba All American Towing 6400 Spencer Saint Louis, MO 63113	INSURER(S) AFFORDING COVERAGE INSURER A: AmGuard Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 42390

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		K2GP320973	8/10/2022	8/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		K2GP320973	8/10/2022	8/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	On-Hook/Cargo		K2GP320973	8/10/2022	8/10/2023	On-Hook/Cargo 100,000
A	Garagekeepers		K2GP320973	8/10/2022	8/10/2023	Legal Liability 100,000

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

On-Hook/Cargo Ded \$1,000
Additional Named Insureds: Eddies Towing, LLC & Atlas Truck Sales Inc

USDOT Number: 3348193
MC-1069933

CERTIFICATE HOLDER

CANCELLATION

City of Berkeley
8340 Frost Ave
Berkeley, MO 63134

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

Amy Sockwell



BRAXTRA-01

ASOCKWELL

DATE (MM/DD/YYYY)

8/9/2022

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PRODUCER
Mike Keith Insurance, Inc.
103 West Franklin St
Clinton, MO 64735

CONTACT NAME: Amy Sockwell

PHONE
(A/C, No, Ext): 557FAX
(A/C, No):E-MAIL
ADDRESS: asockwell@mkeithins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AmGuard Insurance Company

42390

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Brax Transportation & Towing, LLC
dba All American Towing
6400 Spencer
Saint Louis, MO 63113

COVERAGES

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						PRODUCTS - COMP/OP AGG \$ 3,000,000
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	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
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A	Garagekeepers		K2GP320973	8/10/2022	8/10/2023	Legal Liability 100,000

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

On-Hook/Cargo Ded \$1,000

Additional Named Insureds: Eddies Towing, LLC & Atlas Truck Sales Inc

USDOT Number: 3348193

MC-1069933

CERTIFICATE HOLDER

Village of Hillsdale
6614 Jesse Jackson Ave
Saint Louis, MO 63121

CANCELLATION

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

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ACORD 25 (2016/03)

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BRAXTRA-01

ASOCKWELL

DATE (MM/DD/YYYY)

8/9/2022

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103 West Franklin St
Clinton, MO 64735

CONTACT NAME: Amy Sockwell**PHONE**
(A/C, No, Ext): 557**FAX**
(A/C, No):**E-MAIL ADDRESS:** asockwell@mkeithins.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** AmGuard Insurance Company

42390

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Brax Transportation & Towing, LLC
DbA All American Towing
6400 Spencer
Saint Louis, MO 63113

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

On-Hook/Cargo Ded \$1,000
Additional Named Insureds: Eddies Towing, LLC & Atlas Truck Sales Inc

USDOT Number: 3348193
MC-1069933

CERTIFICATE HOLDER

City of Moline Acres
2449 Chambers Rd
Saint Louis, MO 63136

CANCELLATION

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*Amy Sockwell*



BRAXTRA-01

ASOCKWELL

DATE (MM/DD/YYYY)

8/9/2022

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Clinton, MO 64735

CONTACT NAME: Amy Sockwell

PHONE (A/C, No, Ext): 557

FAX (A/C, No):

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NAIC #

INSURER A: AmGuard Insurance Company

42390

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INSURED
Brax Transportation & Towing, LLC
Dbas All American Towing
6400 Spencer
Saint Louis, MO 63113

COVERAGES

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	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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USDOT Number: 3348193
MC-1069933

CERTIFICATE HOLDER

City of Velda Village Hills
3501 Avondale Ave
Saint Louis, MO 63121

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Amy Sockwell



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	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

On-Hook/Cargo Ded \$1,000

Additional Named Insureds: Eddies Towing, LLC & Atlas Truck Sales Inc

USDOT Number: 3348193
MC-1069933

CERTIFICATE HOLDER

North County Cooperative
8027 Page Ave
Saint Louis, MO 63133

CANCELLATION

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



BRAXTRA-01

ASOCKWELL

DATE (MM/DD/YYYY)

8/9/2022

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Mike Keith Insurance, Inc. 103 West Franklin St Clinton, MO 64735	CONTACT NAME: Amy Sockwell	FAX (A/C, No):
	PHONE (A/C, No, Ext): 557	
	E-MAIL ADDRESS: asockwell@mkeithins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AmGuard Insurance Company	42390
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Brax Transportation & Towing, LLC
Db a All American Towing
6400 Spencer
Saint Louis, MO 63113

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 INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	K2GP320973	8/10/2022	8/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	K2GP320973	8/10/2022	8/10/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	On-Hook/Cargo		K2GP320973	8/10/2022	8/10/2023	On-Hook/Cargo 100,000
A	Garagekeepers		K2GP320973	8/10/2022	8/10/2023	Legal Liability 100,000

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

On-Hook/Cargo Ded \$1,000
Additional Named Insureds: Eddies Towing, LLC & Atlas Truck Sales Inc

USDOT Number: 3348193
MC-1069933

Copart, Inc is named additional insured as required by written contract

CERTIFICATE HOLDER

CANCELLATION

Copart, Inc.
14185 Dallas Parkway ste 400
Dallas, TX 75254

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

Amy Sockwell

Business or Occupational License
The City of Wellston, Missouri

To all who shall see these presents, Greetings:

Know Ye that.....**Bruce Gales**....of...**Eddie's Towing dba All American Towing**.....in the city of Wellston, Mo., having paid to.....**Janice Trigg**.....the sum of..... **Two hundred fifty & no/100dollars**..... being the license fee payable under the terms of Ordinance Number 907 a **LLC**....from **01/01/2023**... to ...**12/31/2023**... is hereby authorized to conduct such business, vocation, avocation, and/or occupation at the premise known and numbered as **6400 Spencer Ave.**, in the City of Wellston, Mo. 63133.

IN TESTIMONY WHERE OF, I, Nathaniel Griffin, Mayor of the City of Wellston have hereunto set my hand this **10th** day of**February**..., 2023.

Tax License Fee ...**\$250.00**.....

Delivered this **10th** day of

.....**February**....., 2023.

.....

.....**Nathaniel Griffin**.....
Mayor

Attest: **Janice Trigg**.....
City Clerk

2020 Dodge 2021 Peter Built Insured trucks

Storage License

CITY OF WELLSTON, MO.

To all who shall see these presents, Greetings:

Know Ye, That Bruce Gales/Eddie's Towing dba All American Towing, having paid to Janice Trigg, Collector of the City of Wellston, the sum of Two hundred fifty & no/100, being the tax and license upon him as a Licensed Storage Merchant at 6400 Spencer Ave., Wellston, Mo. 63133 except as otherwise provided by Ordinance, at any one store, stand or place of business, within the City

IN TESTIMONY WHEREOF, I, Nathaniel Griffin, Mayor of the City of Wellston, have hereunto set my hand this 10th day of February, 2023.

Tax.....License...\$250.00.....

Nathaniel M
MAYOR.....

Attest: Janice Trigg
CITY CLERK





EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

ATRUMBLE

DATE (MM/DD/YYYY)
2/22/2023

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Mike Keith Insurance, Inc. 103 West Franklin St Clinton, MO 64735		PHONE (A/C, No, Ext): (660) 885-5581	COMPANY NAME AND ADDRESS AmGuard Insurance Company Empire State Building 47th Fl 350 5th Ave, Ste 4750 New York, NY 10118		NAIC NO: 42390
Contact name:			IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
FAX (A/C, No): (660) 885-8278		E-MAIL ADDRESS:			
CODE:		SUB CODE:		POLICY TYPE Commercial Package	
AGENCY CUSTOMER ID #: BRAXTRA-01		LOAN NUMBER		POLICY NUMBER K2GP320973	
NAMED INSURED AND ADDRESS Brax Transportation & Towing, LLC dba All American Towing dba Atlas Truck Sales Inc 6512 Dr. Martin Luther King Drive Saint Louis, MO 63133		EFFECTIVE DATE 8/10/2022		EXPIRATION DATE 8/10/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
Loc # 1, Bldg # 1, 6400 Spencer, Saint Louis, MO 63113, Office, Garaging, Lot
SEE ATTACHED ACORD 101

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	DED:
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$					
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES NO N/A				If YES, LIMIT: Actual Loss Sustained: # of months:
BLANKET COVERAGE					If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE					Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE					If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)					
REPLACEMENT COST	X				
AGREED VALUE					
COINSURANCE					If YES, %
EQUIPMENT BREAKDOWN (If Applicable)					If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg					If YES, LIMIT: DED:
- Demolition Costs					If YES, LIMIT: DED:
- Incr. Cost of Construction					If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)					If YES, LIMIT: DED:
FLOOD (If Applicable)					If YES, LIMIT: DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT: DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVING AGENT NAME AND ADDRESS
NAME AND ADDRESS For Info Only		AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: BRAXTRA-01

ATRUMBLE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mike Keith Insurance, Inc.		NAMED INSURED Brax Transportation & Towing, LLC Dbx All American Towing Dbx Atlas Truck Sales Inc. 6512 Dr. Martin Luther King Drive St. Louis, MO 63133	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Atlas Truck Sales, Inc is listed as loss payee and additional insured on each of the following units:

REF# VIN 1FVACWFC4MHML4031, 2021 Freightliner M2, Reg State MO with a stated amount of \$95K
REF# VIN 1FVACWFC9MHML4011, 2021 Freightliner M2, Reg State MO with a stated amount of \$95K
REF# 0418566595 VIN 1HTEUMML7MH564373, 2021 International M2, Reg State MO with a stated amount of \$95K

Each vehicle has a \$1,000 comp/coll ded.



AGENCY CUSTOMER ID: BRAXTRA-01

ATRUMBLE

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Mike Keith Insurance, Inc.		NAMED INSURED Brax Transportation & Towing, LLC dba All American Towing dba Atlas Truck Sales Inc	
POLICY NUMBER K2GP320973		6512 Dr. Martin Luther King Drive Saint Louis, MO 63133	
CARRIER AmGuard Insurance Company	NAIC CODE 42390	EFFECTIVE DATE: 08/10/2022	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE****Property Information:****Loc # 2, Bldg # 1, 6520 Dr. Martin Luther King Ave, Saint Louis, MO 63113, Office****Special Conditions:****Location #1 \$916,250 Value****Location#2 \$821,000 Value**

CITY OF BERKELEY
8425 Airport Road
Berkeley, MO 63134



NOTICE TO BID
RFP/BID #926
"2023 Towing Contract"

Notice is hereby given that the City of Berkeley, Missouri, will accept sealed bids for **"2023 Towing Contract"**.

According to the specifications and bid package requirements. Copies of the bid forms may be obtained from the Finance Department in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134.

Sealed bids will be received at Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri 63134 until **11:30am on Friday, April 21, 2023**. Bids will be publicly opened and read aloud, at 12:00pm in the Council Chambers.

Bids must be in sealed envelopes and clearly marked: **RFP# 926 Towing Contract 2023**.

The City of Berkeley reserves the right to reject any and all bids, waive informalities in the process and accept the bid deemed to be in the best interest of the City of Berkeley.



REQUEST FOR BIDS #926

POLICE TOWING CONTRACT

CONTRACT DESCRIPTION:

A twenty-four (24) month contract with the City of Berkeley to be administered by the City of Berkeley Police Department. In addition, this contract may be extended for 24 months upon mutual, written consent of both parties.

NOTICE TO BIDDERS:

Sealed proposals will be received until 11:20 am., April, 21, 2023, in the Office of the Purchasing Agent, City of Berkeley, MO. 8425 Airport Road, Berkeley, MO. 63134, requesting proposals for supplying the City with item(s) listed herein and as further specified. The bids will be publicly opened in the City Hall, Council Chambers in the presence of the public and officials. The public is invited to attend the opening. After tabulation and review, bids and staff analysis will be presented to the City Council for award; such award to be considered at a subsequent Council Meeting.

HOW TO SUBMIT A BID:

All bids shall be submitted in sealed envelopes, mailed to the Purchasing Agent, City of Berkeley, Missouri, 8425 Airport Road, Berkeley, Missouri, 63134 or delivered to the Office of the Purchasing Agent, City of Berkeley, Missouri, 8425 Airport Road, Berkeley, Missouri, and plainly marked on the outside as follows:

SEALED BID FOR POLICE TOWING CONTRACT

ALL BIDS WILL BE OPENED 12:00 PM, Friday April 21, 2023.

It will be the sole responsibility of the bidder to ensure that this bid reaches the Office of the Purchasing Agent, City of Berkeley, Missouri, on or before closing hour and the date shown above. Any bid that is not sealed or marked as specified in the requirements for submitting a bid will be disqualified from the bidding process.

PURPOSE OF REQUEST FOR BIDS

The City of Berkeley intends to secure a source of supply for the above service(s). Any failure on the part of the supplier or contractor to comply with the ensuing conditions and specifications shall be reason for termination of the contract.

CONTRACT REQUIREMENTS:

1. Equipment: The towing firm shall have a minimum of four (4) towing vehicles. The trucks and equipment shall consist of the following:

- Minimum of Two (2) flatbed truck
- Two (2) other standard tow trucks

The equipment shall be either owned or leased by the towing company. Agreements or arrangements made with other towing companies for assistance or towing referrals shall not be considered in meeting the requirements for equipment that shall be owned or leased at the time the bid is submitted. No promissory proposal for equipment pending awarding the contract will not be considered.

The following equipment shall be obtainable on an emergency basis and billed through the contractor whether owned by the contracted towing firm or obtained through an agreement or arrangement with another towing firm. The secondary towing company shall adhere to all licensing, insurance and fee structure contained in this agreement.

- One (1) truck capable of lifting at least thirty (30) tons
- Minimum of two (2) air cushions

2. Office and Storage:

The towing office and vehicle storage shall be kept at the same location. The bidder shall be able to provide an accurate report of vehicles in storage and vehicles towed. These records shall be kept for whatever time period the bidder has the towing contract.

The storage lot shall be fenced with a minimum six (6) foot high fence and secure. Storage and office cannot be more than five (5) miles from the Berkeley Police Department Headquarters. The storage facilities shall include secure inside storage for at least three (3) vehicles. The outside storage facilities shall have secure storage for at least thirty-five (35) vehicles.

3. Insurance:

The bidding company shall have at least three (3) million dollars in liability insurance coverage. Proof of insurance coverage shall be submitted to the Berkeley Police Department every six (6) months or annually (if the insurance term is annual). The insurance carrier, policy conditions and coverage limitations shall be subject to the approval of the City and considered at the time of bid

review. All insurance carriers shall be licensed to do business in Missouri, policies shall be primary and not require contribution from other policies shall be occurrence based and not claims made, shall require at least 30 days written notice to the City prior to cancellation and shall name the City as additional insured if the bidder is awarded the contract.

4. Telephone Service and Dispatching:

The bidder company shall have twenty-four (24) hour a day telephone answering service. This service is to be done by an employee of the towing company who is assigned to this task. The bidder company shall also have direct radio/phone communications with each tow truck. Contract arrangements with an answering service do not meet this requirement.

5. The following services will be provided at no cost to the City of Berkeley:

- Secure storage of all vehicles held and stored at the request of the police department.
- Periodic incidental fee adjustments on a per-incident basis made by the Police Department supervisory personnel for operation necessity.

6. Administrative Requirements:

The bidder will be responsible for the following administrative requirements:

1. The processing and completion of all junk title certificates/salvage certificates.
2. Provide upon request a monthly report listing the following information:
 - a. Total number of vehicles towed.
 - b. Itemized listing of all vehicles towed including dates, locations and vehicle descriptions, license plate numbers and VIN numbers.
 - c. Status and disposition report indicating whether the vehicle was returned to the owner, held in storage, sold or junked.
3. Maintain a log or record of all vehicles towed indicating who authorized the tow and the name of the driver who towed the vehicle.
4. Comply with all local, state and federal laws regarding the operation of tow trucks and a towing business and all Missouri Commerce Commission regulations regarding towing operations.
5. Shall provide customer information cards (i.e. 3x5 cards) with the towing firm name, location of storage yard, hours of operation and fees for officers to handout to vehicle owners. Format to be pre-approved by the Chief of Police.

14. Fuel Surcharge Fees:

The rising costs of fuel present an uncontrollable cost for the bidder and have a significant impact on the operation of their business. The fuel surcharge is permitted as a means of controlling the bidder's operational costs and ensuring the continuity of the business during the term of the towing contract.

PROPOSAL FOR THE PROVISION OF EMERGENCY TOWING SERVICE BIDDERS PLEASE READ

1. SUBMISSION AND RECEIPT OF BIDS:

- a) Bids, to receive consideration, shall be received prior to the specified time of opening as designated in the invitation.
- b) Unless otherwise specified, bidders **SHALL** use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.
- c) Proposals having any erasures or corrections **SHALL** be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten or filled in with a pen and ink.

2. PRICES AND SERVICES TO BE FIRM:

Bidders warrant by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the city or the bidder.

3. SIGNATURE REQUIRED:

All quotations and proposals **SHALL** be signed by an officer or employee having authority to bind the company or firm by his signature.

4. TAXES:

The City of Berkeley is exempt from any taxes imposed by State and/or Federal Government.

5. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Mayor and City Council of the City of Berkeley and in case of default on the part of the bidder or contractor after such acceptance, the City of

Berkeley may take such action as it deems appropriate including legal action for damages or specific performance.

6. LIABILITY, INSURANCE, LICENSES, AND PERMITS:

The bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance when required. The bidders shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of services as a result of this proposal.

7. RESERVATIONS, REJECTIONS, AND AWARD:

The City of Berkeley reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award the contract for services to the provider of services the City deems in its sole discretion will best serve its interests.

8. SPECIFICATIONS:

Bidders should carefully examine the specifications and fully inform themselves as to all conditions and matters which could in any way affect the equipment/material /service or the cost thereof. Any errors, omissions, ambiguities, or discrepancies in the specifications shall be brought to the attention of the City of Berkeley without delay. All inquiries will be promptly reviewed; and when necessary, a clarifying written addendum will be issued to all bidders and made part of the contract documents. The City of Berkeley will not be held responsible for verbal instructions or interpretations; and upon execution of the agreement, no consideration will be given to any claim of misunderstanding of the documents.

9. EQUAL OPPORTUNITY CLAUSE:

In the event of the contractors non-compliance with any provision of the Equal Employment Opportunity Clause, the Missouri's Human Rights Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore, ineligible for future contracts or subcontracts with the City of Berkeley, Missouri, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided for by statute or regulation.

10. ANTI-COLLUSION STATEMENT:

The signed bidder shall not divulge, discuss, or compare his bid with other bidders and shall not collude with any other bidder, or parties, or employees of the City of Berkeley to bid on this contract. Any collusion or attempted collusion by the bidder(s) will result in disqualification of the bidder(s).

2. List location of principal place of business and storage facilities:

		Capacity	Address	Distance to City
A.	Principal Place of Business	31. Louis Co.	6400 Spencer	7. miles
B.	Storage Area	3 acre	6400 Spencer	
C.	Storage Area			
D.	Storage Area			
E.	Storage Area			

If any storage is within the City of Berkeley limits, indicate on additional pages zoning classification, existing screening methods, and proposed screening methods.

3. Proposed Towing Rates

A.	Emergencies – When vehicles shall be moved immediately:		65.00
1.	Passenger vehicles	\$	65.00
2.	Trucks – 15,000 GVW or less	\$	85.00
3.	Trucks over 15,000 GVW but less than 45,000 GVW	\$	225.00
4.	Trucks over 45,000 GVW	\$	275.00
5.	Night tow surcharge	NO Surcharge	
	Hours surcharge in effect:		
			Ø pm to Ø am

B.	Emergencies – When vehicles owned by the City of Berkeley shall be moved immediately:		
1.	Passenger vehicles	\$	Zero charge
2.	Trucks over 8,000 GVW but less than 15,000 GVW	\$	Ø
3.	Trucks over 15,000 GVW but less than 45,000 GVW	\$	Ø
4.	Trucks over 45,000 GVW	\$	Ø
5.	Night tow surcharge	NO Charge to City	
	Hours surcharge in effect:		
			Ø pm to Ø am

C.	Non-emergency towing of vehicles owned by the City of Berkeley:		Ø
1.	Passenger vehicles	\$	Ø
2.	Trucks – 15,000 GVW or less	\$	Ø
3.	Trucks over 15,000 GVW but less than 45,000 GVW	\$	Ø
4.	Trucks over 45,000 GVW	\$	Ø

7. Towing Fees and Costs Requirements:

The fees and costs agreed to under the terms of the contract for services will not be increased during the term of the contract unless authorized by the Mayor and the City Council of the City of Berkeley.

8. Termination of Towing Contract Requirements:

The bidder agrees to provide the City with at least one hundred twenty (120) days' notice prior to terminating the contract for towing services. The City shall retain the option of terminating the provisions of the contract for towing services with or without cause by providing written notice to the bidder ten (10) days prior to the effective date of termination.

9 Use of other Towing Service by the City:

The City of Berkeley and the Berkeley Police Department shall retain the right to use any other towing service during any emergency situation or whenever the bidder is unable to provide the services agreed to under the terms of the service contract.

10. Continuation of Service Contract:

The terms and provisions of the contract for towing services will continue to remain in effect in the event the contract expires and the new contract has been awarded.

11. Disputed Storage Fees/Dues:

Vehicles, which are towed, held as evidence/impounded/held pursuant to a court order/or held due to involvement in a crime, shall be subject to storage fees at a rate to be determined by the police department. The Chief of Police shall determine long-term storage fees that are in dispute on these types of vehicles.

12. Administrative Fees for Releasing Vehicles:

Bidders will not be allowed to charge a separate administrative fee for releasing a vehicle, which has been towed.

13. Statutory and Regulatory Compliance:

Bidders shall be in compliance with all applicable State Statutes, local ordinances (Permits, zoning and business licenses), and Missouri Commerce Commission Regulations regarding towing services and towing companies.

14. Fuel Surcharge:

Bidders shall be permitted to charge a fuel surcharge in addition to the contractual fees approved in the contract. The fuel surcharge shall be permitted if the cost of fuel (gasoline or diesel) used in the tow trucks exceeds \$5.25 per gallon. The fuel surcharge shall be based on a simple formula based on the cost increase of fuel.

When fuel increases over the established fuel rate of \$5.25 per gallon, the bidder shall be permitted to charge \$5.00 additional as a fuel surcharge to the towing fees. For every dollar or fraction thereof, the bidder may increase the fuel surcharge an additional \$5.00. Example over \$5.26 = \$5.00, \$6.26 = \$10.00. Whenever the fuel surcharge fees are in effect for police tows, all customers shall be provided with an itemized explanation of the fees involved.

The fuel surcharge, if implemented, shall apply only to the actual towing fees and shall not apply towards storage or manpower fees. No fuel surcharge fees shall be permitted if the cost of fuel remains below \$5.25 per gallon. The City of Berkeley shall not be responsible for any fuel surcharge fees.

JUSTIFICATION FOR CONTRACTUAL REQUIREMENTS:

1. Equipment Requirements:

The reason for the flatbed trucks is because some vehicles require all wheels be off the ground for towing. On serious accidents involving major damage the vehicles cannot be moved without a flatbed truck.

The number of trucks is based on the heavy volume of traffic within the City and the problems of multiple cars, chain reaction crashes. The heavy volume of traffic does not allow for the towing of vehicles one at a time by one or two trucks.

Allowing wrecked vehicles to remain on busy roadways obstructs the flow of traffic and causes other multiple car crashes. There is also a heavy volume of large trucks within the city. If a rollover occurs with a loaded truck, it may take a heavy-duty truck and the air cushions to upright the vehicle.

Multiple car crashes or loaded truck crashes require multiple, special use tow trucks to properly remove wrecked vehicles. The heavy-duty tow trucks are not always capable of towing small cars without creating more damage. The police department requires that the towing company be able to handle multiple car/truck crashes, which require at least three (3) light duty tow trucks and one (1) heavy-duty tow truck.

2. Office and Storage Requirements:

The reason for the office and storage being at the same place is for the convenience of the person whose car has been towed. The owner of the vehicle should not have to pay at one office, then must drive several miles away to another location where the vehicle is stored. The reason for the

storage facility being within five (5) miles of the police department is to ensure that officers do not have to travel too far to inspect a vehicle and are within close distance in the event of an emergency.

3. Insurance Requirements:

The insurance is required to protect the City from liability issues associated with awarding a contract to a bidder with insufficient insurance coverage. The business of towing vehicles has a very high level of potential liability, especially when towing vehicles from the scene of a multi-vehicle accident on a busy roadway.

4. Telephone Service and Dispatching Requirements:

If a towing company is allowed to use an answering service instead of an employee who is assigned as a telephone operator/dispatcher there is a significant delay in responding to calls for service. The police dispatcher has to call the answering service, the answering service will then need to page a driver, at which point it could be any amount of time before the driver calls into the answering service. In the event the situation changes, such as needing an additional tow truck this process would have to be repeated again. Should the police or a customer call with a question regarding a towed vehicle, the answering service has no information. The request for information would have to be delayed until the next business day.

5. Secure Storage:

The Berkeley Police Department requires a location to securely store vehicles in pursuit of its law enforcement functions. The secure storage of vehicles for the police department by the towing company awarded the contract is a logical extension. There are upon occasions, the need for the police department to negotiate adjustments for towing and storage fees with owners of vehicles necessitated out of customer service care, criminal justice concerns, or simply the need to call off a tow request. While these occasions are rare, and will not be abused, and shall be known and agreed upon ahead of any contract signing to maintain the ethical standard of the contract process for all parties involved.

6. Administrative Requirements:

Self-Explanatory

7. Towing Fees and Costs Requirements:

Self-Explanatory

8. Termination of Towing Contract Requirements:

The mission of the police department is to serve the needs of the community and protect the public. In the event the bidder company will no longer be able to continue the contract, the one hundred twenty (120) day notice is required to ensure a timely transition and a new bidding process. In the event the bidder is unable or unwilling to provide the services provided for in the contract, the City retains the right to discontinue the contract and establish a new contract with a towing service, which will meet the needs of the community.

9. Use of Other Towing Services by the City:

Self-Explanatory

10. Continuation of Service Contract:

Self-Explanatory

11. Disputed Storage Fees/Costs:

Long-term storage may be required in some cases related to criminal offenses. The fees and costs associated with this long-term storage could be substantial if the regular rate is charged. In some cases, this could create financial hardship for the victim's family. There are some cases which may require an adjustment in storage fees and costs. The police department will make final determination as to what charges, if any will be made in these cases. Any dispute of this policy will be considered as non-compliance with the terms of this contract.

12. Obligations of Businesses:

Any person, firm, or corporation engaged in the business of providing any towing service as provided by these proposals shall have the following obligations:

- A. Service shall be available for all City ordered tows on a twenty-four-hour basis including Sundays and holidays.
- B. The towing service shall indemnify, defend and hold the City harmless from any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of the towing service's activities while engaged in performance of this contract service.
- C. The towing service shall post signs specifying the rates and charges authorized by this contract in a conspicuous place in the towing service's principal office and the vehicle storage area(s).
- D. The towing service called to provide emergency towing services shall assist in cleanup work at the scene of the occurrence under the direction of the police department; such

cleanup shall include broom sweeping the street of broken glass and removal of loose debris.

- E. Upon notification by the police department for the need for towing services, the towing service shall immediately dispatch a tow truck to the designated location. Emergency towing service shall arrive at the scene within fifteen (15) minutes of a call for service.
- F. The towing service shall bear the sole responsibility for safekeeping of all personal property, vehicles and vehicle accessories contained in or upon any vehicle that is towed at the request of the police department. Stored vehicles shall be kept stored inside the locked and lighted storage facility.
- G. The towing service shall conduct all towing services in an orderly and professional manner, taking all reasonable precautions against damaging vehicles being towed and to comply with all applicable Missouri State Statutes governing the towing and disposal of vehicles.
- H. The towing service shall maintain logbooks and records of all police tows and such books shall be opened at all times to inspection by the police department or another representative of the city. The storage facility shall be opened to inspection by the city or other government officials during regular business hours. Police officers may enter upon and inspect vehicles stored in the storage facility at any time in performance of their official duties.
- I. No cars shall be released without authorization of the police department. When claimed by the owner, the towing service shall provide an itemized statement of all charges made for towing and storage of the vehicle and, upon the vehicle and all personal property. The towing firm shall maintain these receipts in their towing records.

13. Authorized Charges:

The towing service shall not charge for towing service performed at the request of the city at any rate greater than the rate specified in the proposal and accepted by the city. The City shall not be responsible for payment of charges and there shall be no storage fees charged to the City. Charges are to be paid by others.

Collection is the responsibility of the towing service. City vehicles having a gross vehicle weight up to 8,000 pounds shall be towed at no cost to the City. Vehicles identified as criminal evidence will be towed at no cost to the city. Upon evidence release, the police department will determine subsequent towing and storage.

The City will not pay the towing fees for unclaimed vehicles.

RFP #926

PROPOSAL FOR THE PROVISION OF EMERGENCY TOWING SERVICE
AND TOWING OF ABANDONED VEHICLES FOR THE
City of Berkeley

Name of Business: ALL American Towing LLC

Address: 6400 Spencer St. Louis mo. 63133

Have you provided towing services for at least six (6) months immediately prior to the date of this submission? YES ☒ NO ☐

Please list the towing trucks owned and available for service in the City. Include a short description of the capabilities of each vehicle. (Specify a rated capacity and vehicles capable of meeting requirements to serve other cars requiring special equipment.) Copy of current state license plate receipt or insurance cards for the vehicles shall be attached to this proposal form.

(2) 2020 Peterbilt

(3) 2021 Freightliner

(2) 2021 International

(2) 2020 Kenworth

(1) 2021 Kenworth

(2) 2021 Dodge 5500

1. Name of insurance carriers and amount of liability coverage:

Am Guard Insurance Company

No Charges For City. all Vehicles are Free of Charge

D.	Non-emergency towing of vehicles owned by the City of Berkeley	
1.	Passenger vehicles	\$ Zero
2.	Trucks over 8,000 GVW but less than 15,000 GVW	\$
3.	Trucks over 15,000 GVW but less than 45,000 GVW	\$
4.	Trucks over 45,000 GVW	\$

E.	Proposed service fees for police vehicles:	
1.	Tire change	\$
2.	Road service	\$

F.	Proposed storage rates:	
1.	Vehicles stored less than twenty-four (24) hours	\$
2.	Storage rate per vehicle per day	\$

6. Other proposed rates – list all rates and charges which can apply to vehicles towed pursuant to request by the City. Administrative fees for releasing vehicles are not allowed.

Cars, Trucks, Abandon 65.⁰⁰
Trucks, Illegally, Wreck 65.⁰⁰

7. Describe any requests for variances or exceptions to the Request for Proposal or Specifications:

Provide Great Service, All Equipment,

I am an authorized representative of the above firm and agree to provide the services described in the Request for Bids or Specifications and this Proposal if accepted by the City.

Firm All American Towing Signature [Signature]

Address: 6400 Spencer Ave. 63133 Date: 4/17/23

NON-COLLUSION CERTIFICATION

By signing this certification, the BIDDER declares that he/she is not barred from bidding for this CONTRACT as a result of a violation of either Section 5/33E-3 or Section 5/33E-4 of Chapter 720 of the Missouri Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery, and interference with public contracts.

Brian Paul

(Name)

Manager

(Title)

All American Towing

(Company Name)

6400 Spencer Ave. 63138 (B)

(Address)

4/17/2023

(Date)

DRUG-FREE WORKPLACE CERTIFICATION

In compliance with the Section 5/33E-3 or Section 5/33E-4 of Chapter 720 of the Missouri Compiled Statutes The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

1) Publishing a Statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispersion, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
- b) Specifying the actions that will be taken against employees for violations of such prohibition.
- c) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
 - i) Abide by the terms of the statement: and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2) Establishing a drug free awareness program to inform employees about:

- a) the dangers of drug abuse in the workplace;
- b) the CONTRACTOR's policy for maintaining a drug free workplace;
- c) available counseling, rehabilitation, or assistance programs; and
- d) penalties imposed for drug violations.

3) Providing a copy of the Statement required by subsection (1) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.

4) Notifying the contracting agency within ten (10) days after receiving notice under part (ii) of paragraph (c) of subsection (1) above from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by an employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.

- 6) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

All American Towing
(Printed Name of Organization)

Bruce Erbes
(Signature of Authorized Representative)

Bruce Erbes
(Printed Name)

Manager
(Title)

4/17/2023
(Date)