

## **SECTION B SCOPE OF WORK/SPECIFICATIONS**

### **1.0 BACKGROUND**

- 1.1 This contract is for towing services for the City of Houston (herein after referred to as the "City"). The Contractor awarded this contract shall have the experience and technical ability to perform all work specified herein.

### **2.0 SCOPE OF WORK**

- 2.1 Contractor shall provide light-duty, medium-duty, and heavy-duty towing services, tire changing and battery charging/starting services. Services apply to disabled City-owned vehicles or equipment and privately-owned vehicles in police custody being towed to a police storage lot/facility.

2.1.1 Not all vehicles may require towing. Occasionally, roadside assistance may suffice as in the case of light duty passenger cars which only require a tire change or battery charge.

- 2.2 Contractor shall provide all tools, supplies, fuel, transportation, equipment, labor, training and supervision necessary for light-duty, medium-duty, and heavy-duty towing and starting services.

- 2.3 Contractor shall maintain at least seven (7) approved wreckers and two (2) roll-back trucks.

- 2.4 Light-duty, medium-duty, and heavy-duty wreckers shall be available twenty-four (24) hours per day, seven (7) days a week and fully operational with all the required equipment in good working order.

#### 2.5 Approved Light-Duty Wrecker

2.5.1 Contractor shall provide an approved light-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 10,000 pounds or less equipped with wheel lifts, hitches, dollies, chains and cables, and any other equipment necessary to tow any type of passenger car, farm or construction-type tractor or light-duty truck meeting the gross vehicle weight requirements. An approved light-duty wrecker shall be equipped to lift and carry any of the above-mentioned vehicles without bending or scratching or otherwise damaging the vehicle or equipment. A properly equipped rollback type truck is an approved light-duty wrecker.

2.5.1.1 If the Contractor uses a medium-duty wrecker to tow light-duty vehicles or equipment, the City will pay the service rate for a light-duty tow. In the event of damage to the vehicle or equipment, the Contractor is liable.

#### 2.6 Approved Medium-Duty Wrecker

2.6.1 Contractor shall provide an approved medium-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 10,001 to 25,999 pounds or less equipped with wheel lifts, hitches, dollies, chains and cables, and any other equipment necessary to tow any type of vehicle, tractor or equipment. An approved medium-duty wrecker shall be equipped to lift and carry any of the above-mentioned vehicles without bending or scratching or otherwise damaging the vehicle or equipment: A properly equipped roll-back type truck is an approved medium-duty wrecker.

2.6.1.1 If the Contractor uses a heavy-duty wrecker to tow medium-duty vehicles or equipment, the City will pay the service rate for a medium-duty tow. In the event of damage to the vehicle or equipment, the Contractor is liable.

#### 2.7 Approved Heavy-Duty Wrecker

2.7.1 Contractor shall provide an approved heavy-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 26,000 pounds or heavier. An

approved heavy-duty wrecker shall be properly equipped to tow or start any heavy truck including, but not limited to, garbage trucks and fire trucks. An approved heavy-duty wrecker shall be equipped and capable of lifting the above-mentioned vehicles without bending or scratching or otherwise damaging the vehicle or equipment. A properly equipped roll-back type truck is an approved heavy-duty wrecker.

2.7.1.1 If the contractor uses a medium-duty wrecker to tow heavy-duty vehicles or equipment, the City will pay the service rate for a medium-duty tow. In the event of damage to the vehicle or equipment, the Contractor is liable.

## 2.8 Required Wrecker Equipment

2.8.1 Wrecker shall have at least one (1) fire extinguisher that is properly filled and readily accessible. Fire extinguisher must meet or exceed the requirements of the National Fire Protection Handbook (current edition) for a 10 BC Fire Extinguisher. Fire extinguisher must be labeled by a national testing laboratory.

2.8.2 Wrecker shall have at least three (3) flares that can be seen at a distance of six hundred (600) feet.

2.8.3 Wrecker shall have at least five (5) gallons of dry sand or other absorbent as effective in absorbing liquid.

2.8.4 Wrecker shall have one (1) set of jumper cables, one (2) four-way lug wrenches (one metric and one SAE), and a mobile two-way radio system or cellular telephone.

## 2.9 Additional Types of Wreckers and Equipment

2.9.1 Contractor may use a Roll-Back truck to tow vehicles or equipment. The vehicles or equipment shall be secured with no over hang.

2.9.1.1 A Roll-back truck is defined as a heavy truck equipped with a tilt bed and winch.

2.9.2 Contractor may use a Low-Boy truck and trailer to tow vehicles or equipment.

2.9.2.1 A Low-Boy truck and trailer is defined as a truck and trailer combination designed for transporting vehicles or equipment.

2.9.3 Contractor may use an Under-Reach to lift vehicles or equipment.

2.9.3.1 An Under-Reach is defined as a device capable of extending under the vehicle to be towed.

2.9.4 Contractor may use a Wheel Lift to transport vehicles or equipment.

2.9.4.1 A Wheel Lift is defined as a device used to safely lift the vehicle by the wheels when bumpers cannot be used.

## 2.10 Personnel

2.10.1 Contractor shall provide trained and skilled personnel with experience in performing wrecker services.

2.10.2 Drivers shall be employees of the Contractor.

2.10.3 Drivers shall have a current Commercial Drivers License (CDL) when required by State law.

2.10.4 Personnel shall wear identification badges or distinctive uniforms furnished by the Contractor. Upon arrival at the dispatched location or City premises, personnel shall identify themselves to a City representative on site.

2.10.5 Contractor shall designate one (1) employee as Contract Coordinator. The Coordinator will address contract-related issues and resolve disputes.

2.10.6 Personnel providing towing services shall be able to speak, read, write, and understand the English language.

## 2.11 Dispatch and Services

2.11.1 Contractor shall tow vehicles or equipment only at the request of an authorized City representative (dispatcher).

2.11.2 Contractor shall maintain one or more dispatchers on duty twenty-four (24) hours a day, seven (7) days a week to respond to telephone requests for service and to transmit information to the authorized City representative (dispatcher). A mechanical or electronic answering device is not acceptable.

2.11.3 Contractor shall maintain and operate a mobile two-way radio system or cellular telephone equipment to facilitate continuous communications with all on-duty wreckers. A paging system is not considered an adequate communication system.

2.11.4 Contractor shall respond to service request by directing an approved wrecker to the

2.11.4 dispatched location designated by authorized City representative (dispatcher).

2.11.4.1 Locations may be specific job sites, City facilities, streets, roadways or any place where a vehicle or equipment has become disabled.

2.11.4.2 Contractor may decline to provide service, without any penalty, if the vehicle or equipment is located more than fifty (50) feet (measured horizontally) off of hard pavement, or is more than twelve (12) feet (measured vertically) below the pavement elevation.

2.11.5 Contractor shall perform work while the operator of the vehicle or equipment or designated City representative is present. If the operator or designated City representative is not present, the Contractor shall contact the authorized City representative (dispatcher) to get instructions on how to proceed.

2.11.6 Contractor shall ensure that the vehicle or equipment is properly secured and free from danger or harm during transportation.

2.11.7 Contractor shall make accommodations for at least one (1) City representative in the cab of the wrecker to accompany the vehicle or equipment during the tow.

2.11.8 Contractor shall transport the vehicle or equipment to the location designated by the authorized City representative (dispatcher) and provide a copy of the Delivery Ticket or Service Orders to the City representative that receives the vehicle or equipment.

2.11.9 Delivery Ticket and/or Service Orders shall include the information as stated below in 2.25.

## 2.12 Levels of Service

2.12.1 Contractor shall perform all services diligently and without unnecessary interruptions or delay.

2.12.2 Service shall meet or exceed the technical service specifications and requirements specified by the original equipment manufacturer for the vehicle or equipment being towed. This provision is required to prevent damage to the vehicle drivetrain and other mechanical systems during towing.

### 2.12.3 Standard Response Service

2.12.3.1 Standard Response Time shall be sixty (60) minutes from the time the service call request is received by the Contractor. If Contractor fails to provide service within sixty (60) minutes, Contractor shall bill at 75% of the contract price, as specified in the Fee Schedule. If end-user (department) dispatching logs indicate that ten (10) or more service requests were dispatched to the Contractor during a sixty (60) minute period, this provision shall not apply.

### 2.12.4 Non-Priority Response Service

2.12.4.1 Non-Priority Response Time shall be four (4) hours from the time the service call request is received by the Contractor. The authorized City representative (dispatcher) may extend the response time to eight (8) hours. Non-priority towing services will normally be from a City facility to a place where City representatives are on duty, such as the City Vehicle Auctioneer's Yard.

### 2.13 Transportation of Vehicles

2.13.1 Vehicles or equipment towed by the Contractor shall be transported to the storage facility designated by the authorized City representative (dispatcher).

2.13.2 The Police Department may request towing services for privately-owned vehicles in its custody. Vehicles will be towed and transported to either a police storage lot/facility.

### 2.14 Storage Facility

2.14.1 Contractor shall transport vehicles or equipment to a secured garage, parking lot, or facility that is privately-owned and operated by a business entity or owned by the City for storing vehicles. The secured location must be bonded, have 24 hour monitoring, and provide limited access to personnel, including Houston Police Department personnel. The public shall not have access to the secured location. The storage facility may be covered or uncovered.

### 2.15 Use of Other Wrecker Companies

2.15.1 Other wreckers shall meet all the requirements of an approved wrecker.

### 2.16 Dry Run

2.16.1 If the vehicle or equipment is gone on arrival of the Contractor and it is confirmed that the Contractor arrived in the time required by the contract and no notice of cancellation was given prior to arrival, Contractor may charge for a "Dry Run Service Call". Dry run charges will be billed separately and must be approved by the Director of the department that requested towing service.

### 2.17 Cancelled Service Call

2.17.1 A service call may be cancelled at any time. If an approved wrecker is dispatched and arrives at the designated location prior to notice of cancellation, the Contractor may charge for a "Road Service Call".

2.17.2 The wrecker may be dismissed by a police officer at the scene or the authorized City representative (dispatcher) only.

### 2.18 Mileage

2.18.1 Contractor may charge a mileage rate for pick-up of vehicles outside Houston city limits. The mileage rate applies to loaded miles, which is the total number of miles

driven from outside of Houston city limits to Houston city limits line.

2.18.1.1 Formula: Flat rate per service call + (number of loaded miles x rate per mile)

2.19 Damaged Property

2.19.1 If City property is damaged as a result of carelessness or neglect by the Contractor or its agents, the Contractor shall be responsible for all repair costs.

2.19.2 The City shall not be liable for any loss, breakage, or damage to tools, materials, supplies, vehicles or equipment owned by the Contractor or its agents.

2.19.3 Loss, theft, or damage to any vehicle while in the Contractor's custody shall be reported immediately to the Departments Representative. Loss and/or damage to the vehicle shall be replaced (with that of like or equal value) or repaired, as instructed by the Department's Representative, within 20 days of notification. The Contractor will not be responsible for vehicle damage that occurs due to natural disasters.

2.20 Service Orders or Delivery Tickets

2.20.1 Service Orders or Delivery Tickets must contain, at a minimum, the following:

2.20.1.1 Date of service;

2.20.1.2 Name of Department/Division that requested service;

2.20.1.3 Name of authorized City representative (dispatcher) who requested services;

2.20.1.4 Dispatch time;

2.20.1.5 Dispatch number (Issued by the City);

2.20.1.6 Type of vehicle or equipment;

2.20.1.7 Shop number or VIN of vehicles not owned by the City;

2.20.1.8 Dispatched location of vehicle or equipment (address);

2.20.1.9 Arrival time at dispatched location;

2.20.1.10 Departure time from dispatched location;

2.20.1.11 Type of service provided;

2.20.1.12 Quantity of each service provided;

2.20.1.13 Delivery location;

2.20.1.14 Arrival time at delivery location;

2.20.1.15 Departure time from delivery location; and

2.20.1.16 Signature and employee number of the authorized City representative who approved the completed towing service.

2.21 Invoices

2.21.1 Contractor shall, unless otherwise directed by the Director, submit invoices as follows:

2.21.1.1 An original and two (2) copies shall be submitted to the remittance addresses as specified below.

2.21.1.2 Each invoice shall contain:

2.21.1.2.1 Contract Number;

2.21.1.2.2 Contract Item Number, Description, Quantity, Unit Price, and Total Amount;

2.21.1.2.3 Name of department for which services were performed;

2.21.1.2.4 Total Amount of Invoice; and

2.21.1.2.5 Three copies of the Delivery Ticket or Service Order reflecting the information required in 2.25.

2.21.1.3 Contractor shall mail invoices to applicable department:

**HFD Invoicing Address:**

Houston Fire Department  
Attn: Accounts Payable  
PO Box 3625  
Houston, TX 77253

Solid Waste Department  
Attention: Randy Tims  
PO Box 1562  
Houston, TX 77251

Parks & Recreation Dept  
2999 S. Wayside, Room 178  
Houston, Texas 77023  
Attn: Accounts Payable - Gina Singleton

**PW&E Invoicing Address:**

Public Works & Engineering  
Attn: Accounts Payable -  
Mr. Craig Foster  
PO Box 61449

Houston, TX 77208-1449  
Houston Police Department  
Attn: Accounts Payable Dept  
1200 Travis, 17<sup>th</sup> Floor  
Houston, Texas 77002

**2.22 Final Inspection**

2.22.1 The Department's Representative will inspect Contractor's facility and equipment for compliance with the items listed within this Scope of Services prior to the awarding of the contract.

**2.23 Software Requirements**

2.23.1 The Contractor will be required to use internet based software for the purpose of generating an electronic tow ticket order.

2.23.2 The Contractor shall make the software accessible to the various departments' Dispatch groups and generate a confirmation that the contractor has received the tow order.

2.23.3 PW&E, and, possibly, other departments, will make available to the Contractor an electronic vehicle list file (Excel Format) to update this software on a monthly basis to enable the PW&E Dispatch Group to simply input the unit number and automatically populate the other key fields as listed; Department number, Fund number, Organization number, Unit number, Year, Make, Model, License number.

2.23.4 The information specified in section 2.29.3 above shall also be used in the billing process. The Contractor must submit an electronic statement (Excel Format) using the following key fields; Name of caller, Caller employee number, Origination, Caller

phone number, Department number, Fund number, Organization number, Unit number, Year, Make, Model, License number, Pickup location, Tow to location, Comments, FMD Authorization number, Dispatch time to vendor, Work order, Pickup time at location. A copy of the signed tow ticket for payment must be submitted with the statement.

2.23.5 The Contractor must submit an electronic statement (Excel Format) using the key fields identified in 2.29.3 along with a copy of the signed tow ticket for payment).

2.23.6 Examples of the Excel spreadsheets are shown in Attachments A and B which are attached at the following link:

**[https://purchasing.houstontx.ciov/bid\\_search.aspx](https://purchasing.houstontx.ciov/bid_search.aspx)**  
**(Keyword search: Bid L23584)**

#### 2.24 Light Mechanic Work

2.24.1 Contractor shall provide light mechanic work, such as removal of drive shafts, axles or other types of attachments. Work shall be performed only when necessary to make the vehicle or equipment ready for towing.

#### 2.25 Waiting Time

2.25.1 In the event of an emergency situation (as defined by the Director of the department), the Contractor may be required to wait for a period time at the dispatched location. In such case, the Contractor may charge for "Waiting Time". Waiting Time charges must be approved by the Director of the department that requested towing service.

### **3.0 ADDITIONS & DELETIONS**

3.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

### **4.0 ESTIMATED QUANTITIES NOT GUARANTEED**

4.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of towing services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified, herein.

### **5.0 WARRANTY OF SERVICES**

5.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

5.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to

the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

- 5.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 5.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

#### 6.0 **Contract Compliance:**

- 6.1 The various departments reserve the right to monitor this contract for compliance to ensure legal obligations are fulfilled and acceptable levels of service are provided.
- 6.2 Monitoring may take the form of, but not necessarily be limited to:
  - 6.2.1 Inspection, testing, and/or sampling of goods delivered or to be delivered
  - 6.2.2 Review of deliveries received for accuracy and timeliness
  - 6.2.3 Review of Supplier's invoices for accuracy
  - 6.2.4 Review of certifications and/or licenses
  - 6.2.5 Site visits
- 6.3 The primary responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Department of Public Works & Engineering.

#### 7.0 **Pre-Performance Meeting:**

Subsequent to contract approval/execution, the contractors shall be required to attend a performance conformance. The primary user department will host the pre-performance conference. The purpose of the pre-performance conference is for the contractor to introduce his or her project manager to the City staff and for City staff to introduce the contract end-users, contract compliance and accounts payable representatives.

