

**The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

RFP No. 21-07

**Vehicle Recovery and Heavy-Duty Towing Services
Addendum One**

To: See Email Distribution List

From: Mary Wheeler
Manager of Contract Administration

Date: April 28, 2021

No Pages: 2 plus Exhibit A and Exhibit B

This addendum is issued on Thursday, April 28, 2021 prior to the proposal due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective Offerors regarding the work included in the above referenced solicitation.

QUESTIONS

1. **Question:** Is the responsible offeror subject to the 10% weighted towards “Small and Small Diverse Business participation” if said offeror subcontracts a Small and Small Diverse Business?

Response: The amount of points awarded to the responsible offeror will be dependent upon the amount of work the subcontractor will be doing.

2. **Question:** Will you require hourly pricing for “Trash Truck, Dump Truck, Rotator Tow Truck or any other specialty equipment” listed at the bottom of Appendix E indicating charges shall be charged accordingly at standard industry rates?

Response: Yes, these items will charged per hour to the particular job which they are used for.

3. **Question:** Is there a current contract in place to perform the work proposed in the rfp? If so can you provide the current contract information and current vendor(s)?

Response: Yes there are current contracts. Both are scanned and provided, as Exhibit A and Exhibit B.

4. **Question:** Can you provide any historical data for this work?
- a. Monthly Revenue Estimates?
 - b. Monthly Number of Light Duty Tows?
 - c. Monthly Number of Heavy Duty Tows?
 - d. Monthly Number of Heavy Duty Recovery Requests?

Response: Historical data (using 2017, 2018, 2019) with regards to estimates and averages for sub-contractor (Tow only) work is as follows;

A) \$1,925 a month (average 11 tows a month at \$175 tow fee)

B) 0 Light Duty Tows. The Authority utilizes its own fleet for these tows.

- C) On average 11 Heavy Duty Tows per month
- D) On average 3 Heavy Duty Recovery Requests per month

5. **Question:** Can you provide historical data of the number of “non-revenue” tows per month where the tower either cannot bill the authority for services rendered and/or the authority is unable to collect payment from the owner of vehicle and the tower is not reimbursed?

Response: Using 2017, 2018 and 2019 data, 42 heavy tows were sold at PPA Auctions. That is 1.17 per month.

6. **Question:** The PPA currently operates its own fleet of light duty wreckers as well as heavy duty wreckers. Who makes the determination and how is such determination made to utilize the towing contractor in lieu of the PPA owned fleet?

Response: A Towing Supervisor from the Authority’s Towing & Impoundment Department.

7. **Question:** The RFP appears to primarily indicate the majority of work to be heavy duty towing; is it anticipated the contractor will also be needed to perform any light duty towing?

Response: The majority of work will be for heavy duty towing. Light Duty Towing needs, if any, would be minimal.

8. **Question:** Regarding the Hazmat certification requirement, can that requirement be waived if we are using a sub-contractor for clean-up services?

Response: Yes, however it is the responsibility of the company who enters this contract to ensure their sub-contractor is certified.

9. **Question:** Commercial Activities License, is that the same as the normal licensing for Philadelphia?

Response: The Commercial Activities License (formerly known as Business Privilege License) is required to do business in Philadelphia. Information can be found on the City of Philadelphia’s website, www.phila.gov.

PENDING QUESTIONS TO BE RESPONDED TO IN ADDENDUM #2

1. **Question:** We are requesting relief from Item # 5, \$5,000,000 Excess/Umbrella Insurance.

2. **Question:** During the application process through the City of Philadelphia’s Department of Licenses and Inspections, I was advised by an employee of the City of Philadelphia’s Department of Licenses and Inspections that this license was only issued to businesses with addresses in the City of Philadelphia for the handling of hazardous materials at that specific address. She continued by stating that this Hazardous Materials License did not cover the transportation of hazardous materials. My company is certified through the Federal Motor Carrier Safety Administration to transport hazardous material, and my company employees drivers with the hazardous material endorsement on their commercial drivers license. If the city will not issue this license due to the fact that my company will not be handling hazardous materials at a specific address; how should I proceed to ensure a responsive bid is submitted to the Philadelphia Parking Authority?

END OF ADDENDUM ONE

VEHICLE RECOVERY AGREEMENT

Contract No. K-08-0074

WHEREAS, The Philadelphia Parking Authority (hereinafter referred to as the "Authority"), a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, is empowered to provide for the operation, regulation and maintenance of parking throughout the City of Philadelphia (the "City"); and

WHEREAS, pursuant to certain agreements and laws of the Commonwealth of Pennsylvania (the "Commonwealth") the Authority has been designated as the party responsible for certain recovery, towing, impounding, and auctioning services related to large vehicles, combinations, and loads in the City ("Recovery Services"); and

WHEREAS, the safe and efficient employment of Recovery Services is essential to the promotion of public safety, and reduction of inconvenience to the public; and

WHEREAS, the safe and efficient employment of Recovery Services required of the Authority will from time to time be advanced by the utilization of those private towing/retrieval firms that have proven capabilities; and

WHEREAS, the Authority has determined that it is in the best interest of the Commonwealth, its citizens, and the motoring public to obtain the services of those licensed vehicle recovery operators specializing in Recovery Services to assist in performing those services as directed by the Authority; and

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein and other good and valuable consideration the parties agree as follows:

WITNESSETH

1. Relationship of Parties

A) The Authority grants to Philadelphia Towing and Transport, Inc., a Pennsylvania

corporation, with a principal place of business at 3200 S. 61st Street, Philadelphia, PA 19153 ("Operator") a nonexclusive privilege to provide Recovery Services, as defined herein and as directed by the Authority, within the City.

- B) Operator agrees to provide professional and courteous Recovery Services in accordance with the terms and conditions contained herein, and in compliance with Authority rules and regulations. Operator agrees to coordinate the services provided under this Agreement with James Hoch, Director of Enforcement for the Authority.
- C) Operator's relationship to the Authority is that of an independent contractor authorized to perform Recovery Services in strict compliance with the terms and conditions contained herein.

2. Term of Agreement

The Authority will permit the Operator to furnish Recovery Services commencing at 12:01 A.M., December 15, 2008, and continuing thereafter on a month to month basis. The Agreement may be terminated by either party, pursuant to Section 13. hereof.

3. Non-Exclusive Contract

The Operator agrees that nothing contained in this Agreement shall limit or restrict the Authority from conducting its own Recovery Services or procuring Recovery Services from any other party, whatsoever.

4. Licenses

- A) Prior to execution of this Agreement, and on each February 1st thereafter, Operator shall provide the Authority with copies of its tow licenses as proof that it is licensed and/or registered to provide Recovery Services in the Commonwealth of Pennsylvania, County of Philadelphia. Operator shall also submit to the Authority on an annual basis a list of all its employees, their license numbers, Social Security numbers and dates of birth, with a certification from Operator indicating which employees are licensed to drive and operate Operator's vehicle recovery equipment. Such list shall be immediately updated by the Operator upon the hiring of new employees. No driver shall have been convicted of a misdemeanor or a felony, and each such driver shall submit to and authorize in writing a criminal background check to be conducted by the Authority from time to time at the Authority's discretion. All of operator's vehicles used to provide Recovery Services shall be appropriately registered with the City and the State and all drivers shall have appropriate Commercial Driver Licenses.

B) Operator shall, upon request and annually, provide the Authority with all relevant insurance certificates required under this Agreement, including but not limited to, proof of liability insurance and Workers' Compensation insurance.

5. Equipment

A) Operator represents that it has heavy-duty tow trucks each with a minimum gross vehicle weight rating (GVWR) of eighty thousand (80,000) pounds. Each truck must be equipped with air brakes.

B) The cranes, booms, and lifting apparatus must be commercially manufactured and hydraulic-operated. Each unit must have two hydraulic (2) winches with minimum twenty-five (25) ton capacity and a minimum of two-hundred (200) feet of five-eighths (5/8) inch wire rope/cable.

C) Operator represents that its trucks are in sound mechanical condition, safe, properly equipped and suitable for their intended use. Trucks shall be of good appearance. All of Operator's equipment shall have Operator's name permanently affixed thereto.

D) Operator represents that each of its trucks is equipped with all items necessary for the efficient towing of trucks and tractor-trailers.

E) Operator grants to the Authority the right to inspect Operator's vehicles and equipment, or those of any permitted sub-contractor, upon request during normal business hours or otherwise with reasonable notice to determine whether Operator is in compliance with the terms of this Agreement.

F) Operator grants the right to the Authority to direct its employees to travel with Operator or its sub-contractors and to observe Operator or its sub-contractors in the performance of their duties for training and general observation purposes.

6. Operator shall cooperate with law enforcement and fire protection authorities and other governmental authorities to secure each vehicle impoundment scene and establish appropriate lane closures and traffic control to enable vehicle recovery services to be performed in a safe, expedient and efficient manner. In doing so, Operator shall act at the direction of, and under the supervision of the Authority, the City of Philadelphia Police Department, the Pennsylvania State Police and other agencies designated by the Authority.

7. Compensation

A) Operator shall invoice the Authority for each vehicle recovered, which invoice shall list vehicle identification number, vehicle registration and tag information, and to the extent available, the

identity of the vehicle owner. Within thirty (30) days of receipt of such invoice, the Authority shall pay Operator the amount of One Hundred Seventy Five and no/100 (\$175.00) Dollars per vehicle, without regard to the vehicle's size.

- B) When invoicing the Authority for Recovery Services provided pursuant to this Agreement, Operator shall invoice the Authority according to the Fee Schedule attached hereto as Exhibit "A". All invoices shall be in a form and manner acceptable to the Authority and shall be submitted to:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: James Hoch
Director of Enforcement

8. Radios

Operator is required to have a separate communication system to facilitate communication between its mobile units and its base station.

9. Books, Records and Receipts

- A) Operator agrees to maintain accurate payment records all Recovery Services. Operator's books and records pertinent to the Authority requested Recovery Services shall be made available to Authority for inspection upon request.
- B) Operator agrees to provide the Authority, by leaving the invoice with the Authority employee on site at the lot to which the vehicle has been towed, with an invoice for each Recovery Service rendered. The invoice shall include the information specified in Section 7 above. Operator shall provide Authority, on a weekly basis, with a summary of Recovery Services from the preceding week.

10. Disposition of Towed or Impounded Vehicles

Operator represents that it will tow vehicles to any lot within the City of Philadelphia, as directed by the Authority.

11. Vehicle Recovery Response Time

- A) Operator is expected to respond to the Authority's requests for Recovery Services and arrive at the vehicle recovery scene with at least one (1) recovery unit within thirty (30) minutes of an Authority request.
- B) Operator will notify the Authority of its expected response time if it cannot respond within thirty (30) minutes. Operator is responsible for ascertaining from the Authority or the Philadelphia Police Department the condition of the vehicle impoundment scene at the time the request is received.
- C) Operator agrees to provide Recovery Services on a twenty-four (24) hour/seven (7) days a week basis. Operator will provide the Authority with a telephone number at which the Operator can be reached twenty-four (24) hours a day. Answering machines, answering services and pagers are unacceptable.
- D) A missed call shall be considered a breach of this Agreement and the Operator may be suspended or removed from the Vehicle Recovery Program for such conduct. The Operator will not transfer a "call out" to another operator.

12. Insurance

- A) Prior to execution of this Agreement, Operator shall furnish to the Authority, certificates of insurance with the following coverage:
 - i. Garage Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Business Automobile Liability including coverage for non-owned, hired vehicles.
 - iii. Workers Compensation policy covering Operator's employees as required by law.
- B) Additional Insured - All insurance provided hereunder shall name the Authority as additional insured parties.
- C) All insurance policies shall be endorsed to require thirty (30) days notice of cancellation, in writing, to the Authority. Operator agrees to furnish current certificates of insurance to the Authority upon execution of this Agreement and annually, if renewed.

13. Termination

The Authority reserves the right in its sole discretion to terminate this Agreement upon five (5) days written notice to at any time, in its sole discretion. This Agreement is non-transferrable and a change in ownership or termination of Operator's business will terminate this Agreement. Operator will give the Authority Ninety (90) days prior written notice of a change in ownership, termination of its business, and Ninety (90) days prior written notice of its desire to terminate this Agreement.

14. Notices

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: Dennis G Weldon, Jr.
General Counsel

The Operator:

Philadelphia Towing and Transport, Inc.
3323 South 61st Street
Philadelphia, PA 19153
Attn: Richard Antonacci

All notices shall be deemed given on the day after the notice was given to the courier or postal service.

15. Indemnity

Operator, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, and The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties") from and against any and all liability for loss, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers' compensation) to any person (including Operator's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified

Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Operator. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Operator's employees. It is further expressly agreed that Operator assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

16. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

17. Miscellaneous

- A) The Operator shall be responsible for the removal of all nonhazardous debris that may be deposited on City streets as part of the vehicle recovery operations. This clean up shall be done immediately and concurrent with recovery operations. Exceptions shall include fuel or other hazardous materials for which the Operator is not qualified or licensed. Authority may, through its maintenance forces, assist in this clean up operation. Operator will provide no gratuities to Authority employees or agents.
- B) Operator grants to the Authority the right to inspect its business premises, facilities, vehicles and equipment and storage area upon reasonable notice.

18. Assignment and subcontractors

- A) This Agreement may not be transferred or assigned by Operator without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority. Any transfer or assignment made in violation of this section shall be void.

- B) Operator may not use the services of a subcontractor without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority.
- C) In the event that the Authority so approves the use of a subcontractor, Operator shall produce evidence of subcontractor's ability to comply with all of Operator's obligations pursuant to this Agreement. Subcontractor shall produce all information required of Operator herein including, but not limited to, insurance and employee information.

19. Applicable Law and Venue

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

20. Taxes

Operator hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Operator also certifies that its Philadelphia Business Privilege Tax ID. No. is: 7639347, and has attached a true, current, and correct copy of its Philadelphia Business Privilege License hereto.

**THIS SPACE
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SIGNATURE
PAGE TO
FOLLOW**

21. Waiver

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. § 6, the parties have set their hands and seals on this 26th day of November, 2008.

Attest:

THE PHILADELPHIA PARKING AUTHORITY

Elizabeth Saracullo
Signature

By: Vincent J. Fenerty, Jr.
Vincent J. Fenerty, Jr.,
Executive Director

Elizabeth Saracullo
Print Name

Exec. Asst./ office Mng.
Title

APPROVED AS TO FORM
By: [Signature]
General Counsel's Office

Attest:

PHILADELPHIA TOWING AND TRANSPORT, INC.

James Hecht
Signature

By: [Signature]

James Hecht
Print Name

Richard Antonacci
Print Name

Director of Enforcement
Title

President
Title

EXHIBIT “A”

PPA Towing Recovery Fees

Vehicles under 10,999 pounds - live stop				Tow Fee \$150.00	
Vehicle under 10,999 pounds - straight tows				Tow Fee \$ 125.00	
				Storage: \$ 14.40 for first 5 days \$ 21.60 per day after 5 days	
<i>Vehicles over 10,999 but under 17,000 Live Stops and Straight Tows</i>				Tow Fee: \$225.00	
				Storage: \$36.00 per day	
<i>Vehicles over 17,000 pounds - Live Stop</i>				Tow Fee: \$ 335.00	
				Storage: \$78.00 per day	
<i>Vehicles over 17,000 pounds - straight tows</i>				Tow Fee: \$300.00	
				Storage: \$60.00 per day	
Miscellaneous Fees	Flat Rate	Per Axle	Per Hour	Per Job	Per Day
Securing/Tarpping etc.			\$ 195.00	Varies per job under 17,000GVW	
Caging Truck Brakes		\$ 39.95			
Fleet Vehicle (N/D)			\$ 45.00		
Tow Truck (Diesel)			\$ 50.00		
Miscellaneous Materials					
Dolly Vehicle Charge	\$ 45.00				
Passenger Vehicle, SUV, etc (recovery)				Varies	
Heavy Duty Wrecker w/Operator			\$ 425.00		
Tractor Trailer w/Operator			\$ 250.00		
Landoll Service w/Operator			\$ 300.00		
Landoll Rental Indoor					\$ 150.00
Landoll Rental Outdoor					\$ 125.00
Fork Lift w/Operator			\$ 175.00		
Bob Cat w/Operator			\$ 200.00		
Trailer Rental Dry Van					\$ 125.00
Trailer Rental Reefer			\$ 1.25		\$ 200.00
Air Bags			\$ 750.00		
Medium Duty Wrecker			\$ 140.00		
Light Duty Wrecker			\$ 115.00		
Recovery Supervisor			\$ 99.64		
Additional Laborer			\$ 85.00		
Equipment Truck			\$ 125.00		
Remove Drive Line			\$ 125.00		
Miscellaneous Fees Charged Per Occurrence/Item					
Oil Dry	\$22.50/each				
Security Straps	\$35.00/each				
Tarps Left w/ Vehicle or Damaged	\$265.00/each				
Drip Pans	\$11.00 Small/each	\$22.00 Large/each			
Trailer Cable Clamps for Tow Bar	\$6.00/each				
Split Load Tow Fee	\$320.00/each				
<i>Clean up spills or hazardous materials will be charged as time and materials.</i>					
<i>There will be a \$50.00 Administration and Processing fee applied to Truck Impounds that are W Tows.</i>					
<i>Trash Truck, Dump Truck, Rotator Tow Truck or any other specialty equipment will be charged accordingly.</i>					

K-07-0033

THE PHILADELPHIA PARKING AUTHORITY

TRUCK RECOVERY AGREEMENT

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VEHICLE RECOVERY AGREEMENT

WHEREAS, The Philadelphia Parking Authority (hereinafter referred to as "Authority"), a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, is empowered to provide for the operation, regulation and maintenance of parking throughout the City of Philadelphia (the "City"); and

WHEREAS, pursuant to the laws of the Commonwealth of Pennsylvania (the "Commonwealth") Authority has been designated as the party responsible for impounding trucks, during certain circumstances; and

WHEREAS, safe and efficient impoundment of such trucks is essential to the promotion of public safety, and reduction of inconvenience to the public; and

WHEREAS, safe and efficient impoundment of trucks would be facilitated by the utilization of those private towing/retrieval firms that have proven capabilities in the expeditious and safe removal of heavy vehicles; and

WHEREAS, in order to facilitate the expedient, safe and efficient recovery of trucks and other heavy motor vehicles and the removal of loads, materials, debris and other vehicular matter from the streets of the City, the Authority has determined that it is in the best interest of the Commonwealth, its citizens, and the motoring public to obtain the services of those licensed vehicle recovery operators specializing in expedient, efficient truck and other heavy vehicle recovery (hereinafter referred to as "Operator") to perform heavy vehicle recovery and removal services in the City; and

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein and other good and valuable consideration the parties agree as follows:

WITNESSETH

1. Relationship of Parties

- A) The Authority grants to Rob's Automotive and Collision Center, Inc., a Pennsylvania corporation, with a principal place of business at 2700 Veteran's Highway, Bristol, PA 19007, ("Operator") a nonexclusive privilege to provide heavy vehicle recovery services, as further defined herein, within the City, as well as those highways patrolled by the Pennsylvania State Police and as directed by the Authority.
- B) Operator agrees to provide professional and courteous vehicle recovery services in accordance with the terms and conditions contained herein, and in compliance with Authority rules and regulations. Operator agrees to coordinate the services provided under this Agreement with James Hoch, Director of Enforcement for the Authority.
- C) Operator's relationship to the Authority is that of an independent contractor authorized to perform heavy vehicle recovery services in strict compliance with the terms and conditions contained herein.

2. Term of Agreement

Authority will permit the Operator to furnish heavy vehicle recovery services commencing at 12:01 A.M., June 29, 2007, and continuing thereafter on a month to month basis. The Agreement may be terminated by either party, pursuant to Section 13. hereof.

3. Non-Exclusive Contract

The Operator agrees that nothing contained in this Agreement shall limit or restrict Authority from procuring recovery services from any other party, whatsoever.

4. Licenses

- A) Prior to execution of this Agreement, and on each February 1st thereafter, Operator shall provide the Authority with copies of its tow licenses as proof that it is licensed and/or registered to provide heavy vehicle recovery services in the Commonwealth of Pennsylvania, County of Philadelphia. Operator shall also submit to the Authority on an annual basis a list of all its employees, their license numbers, Social Security numbers and dates of birth, with a certification from Operator indicating which employees are licensed to drive and operate Operator's vehicle recovery equipment. Such list shall be immediately updated by the Operator upon the hiring of new employees. No driver shall have been convicted of a misdemeanor or a felony. All vehicles shall be appropriately registered with the City and the State and all drivers shall have appropriate Commercial Driver Licenses.
- B) Operator shall, upon request and annually, provide the Authority with all relevant insurance certificates required under this Agreement, including but not limited to, proof of liability insurance and Workers' Compensation insurance.

5. Equipment

- A) Operator represents that it has heavy-duty tow trucks each with a minimum gross vehicle weight rating (GVWR) of eighty thousand (80,000) pounds. Each truck must be equipped with air brakes.

- B) The cranes, booms, and lifting apparatus must be commercially manufactured and hydraulic-operated. Each unit must have two hydraulic (2) winches with minimum twenty-five (25) ton capacity and a minimum of two-hundred (200) feet of five-eighths (5/8) inch wire rope/cable.
- C) Operator represents that its trucks are in sound mechanical condition, safe, properly equipped and suitable for their intended use. Trucks shall be of good appearance. All of Operator's equipment shall have Operator's name permanently affixed thereto.
- D) Operator represents that each of its trucks is equipped with all items necessary for the efficient towing of trucks and tractor-trailers.
- E) Operator grants to the Authority the right to inspect Operator's vehicles and equipment, or those of any permitted sub-contractor, upon request during normal business hours or otherwise with reasonable notice to determine whether Operator is in compliance with the terms of this Agreement.
- F) Operator grants the right to the Authority to direct its employees to travel with Operator or its sub-contractors and to observe Operator or its sub-contractors in the performance of their duties for training and general observation purposes.

6. Cooperation With Authority Personnel and Law Enforcement Authorities

Operator shall cooperate with law enforcement and fire protection authorities and other governmental authorities personnel to secure the vehicle impoundment scene and establish appropriate lane closures and traffic control to enable vehicle recovery services to be performed in a safe, expedient and efficient manner. In doing so, Operator shall act at the direction of, and under the supervision of Authority, the City of Philadelphia Police

Department, the Pennsylvania State Police and other agencies designated by the Authority.

7. Compensation

- A) Operator shall invoice Authority for each vehicle recovered, which invoice shall list vehicle identification number, vehicle registration and tag information, and to the extent available, the identity of the vehicle owner. Within thirty (30) days of receipt of such invoice, Authority shall pay Operator the amount of One Hundred Seventy Five and no/100 (\$175.00) Dollars per vehicle, without regard to the vehicle's size.
- B) When invoicing the Authority for recovery services provided pursuant to this Agreement, Operator shall invoice the Authority according to the Fee Schedule attached hereto as Exhibit "A". All invoices shall be in a form and manner acceptable to the Authority and shall be submitted to:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: James Hoch
Director of Enforcement

8. Radios

Operator is required to have a separate communication system to facilitate communication between its mobile units and its base station.

9. Books, Records and Receipts

- A) Operator agrees to maintain accurate payment records for vehicle recovery services performed pursuant to this Agreement. Operator's books and records

pertinent to Authority requested vehicle recovery services shall be made available to Authority for inspection upon request.

- B) Operator agrees to provide Authority, by leaving the invoice with the Authority employee on site at the lot to which the vehicle has been towed, with an invoice for vehicle recovery services rendered. The invoice shall include the information specified in Section 7 above. Operator shall provide Authority, on a weekly basis, with a summary of vehicle recovery services from the preceding week.

10. Disposition of Towed or Impounded Vehicles

Operator represents that it will tow vehicles to any lot within the City of Philadelphia, as directed by Authority.

11. Vehicle Recovery Response Time

- A) Operator is expected to respond to the Authority's requests for vehicle recovery services and arrive at the vehicle recovery scene with at least one (1) recovery unit within thirty (30) minutes of an Authority request.
- B) Operator will notify the Authority of its expected response time if it cannot respond within thirty (30) minutes. Operator is responsible for ascertaining from the Authority or The Philadelphia Police Department the condition of the vehicle impoundment scene at the time the request is received.
- C) Operator agrees to provide vehicle recovery services on a twenty-four (24) hour basis. Operator will provide the Authority with a telephone number at which the Operator can be reached twenty-four (24) hours a day. Answering machines, answering services and pagers are unacceptable.

- D) A missed call shall be considered a breach of this Agreement and the Operator may be suspended or removed from the Vehicle Recovery Program for such conduct. The Operator will not transfer a "call out" to another operator.

12. Insurance

- A) Prior to execution of this Agreement, Operator shall furnish to the Authority, certificates of insurance with the following coverage:
- i. Garage Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Business Automobile Liability including coverage for non-owned, hired vehicles.
 - iii. Workers Compensation policy covering Operator's employees as required by law.
- B) Additional Insured - All insurance provided hereunder shall name Authority as additional insured parties.
- C) All insurance policies shall be endorsed to require thirty (30) days notice of cancellation, in writing, to Authority. Operator agrees to furnish current certificates of insurance to Authority upon execution of this Agreement and annually, if renewed.

13. Termination

Authority reserves the right in its sole discretion to terminate this Agreement for breach of a term of this Agreement, upon five (5) days written notice to Operator..

Authority reserves the right to terminate this Agreement at any time, for any reason, upon thirty (30) days prior written notice by certified mail to the Operator. This Agreement is

non-transferrable and a change in ownership or termination of Operator's business will terminate this Agreement. Operator will give the Authority Ninety (90) days prior written notice of a change in ownership, termination of its business, and Ninety (90) days prior written notice of its desire to terminate this Agreement.

14. Notices

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104
Attn: Dennis G Weldon, Jr.
General Counsel

The Company:

Rob's Towing
2700 Veteran's Highway
Bristol, PA 19007
Attn: Robert Leipziger

All notices shall be deemed given on the day after the notice was given to the courier or postal service.

15. Indemnity

Company, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, and The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties") from and against any and all liability for loss, (including those related to business interruption),

damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers' compensation) to any person (including Company's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Company. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Company's employees. It is further expressly agreed that Company assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

16. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions,

additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

17. Miscellaneous

- A) The Operator shall be responsible for the removal of all nonhazardous debris that may be deposited on City streets as part of the vehicle recovery operations. This clean up shall be done immediately and concurrent with recovery operations. Exceptions shall include fuel or other hazardous materials for which the Operator is not qualified or licensed. Authority may, through its maintenance forces, assist in this clean up operation. Operator will provide no gratuities to Authority employees or agents.
- B) Operator grants to the Authority the right to inspect its business premises, facilities, vehicles and equipment and storage area upon reasonable notice.

18. Assignment and subcontractors

- A) This Agreement may not be transferred or assigned by Operator without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority.
- B) Operator may not use the services of a subcontractor without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority.
- C) In the event that the Authority so approves the use of a subcontractor, Operator shall produce evidence of subcontractor's ability to comply with all of Operator's obligations pursuant to this Agreement. Subcontractor shall produce all information required of Operator herein including, but not limited to, insurance and employee information.

19. Applicable Law and Venue

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

20. Taxes

Company hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Company also certifies that its Philadelphia Business Privilege Tax ID. No. is: 6290001, and has attached a true, current, and correct copy of its Philadelphia Business Privilege License hereto.

21. Waiver

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. § 6, the parties have set their hands and seals on this 29th day of June, 2007.

Attest:

Adrienne McAllister
Signature

Adrienne McAllister
Print Name

Executive Assistant
Title

THE PHILADELPHIA PARKING
AUTHORITY

By: Vincent J. Fenerty, Jr.
Vincent J. Fenerty, Jr.,
Executive Director

APPROVED AS TO FORM

By: [Signature]
General Counsel's Office

Attest:

James Hoch
Signature

James Hoch
Print Name

Director of Enforcement
Title

ROB'S AUTOMOTIVE AND COLLISION
CENTER, INC.

By: Robert Leipzig

ROBERT LEIPZIGER
Print Name

Prest
Title

Exhibit A

PPA Towing Recovery Fees

<i>Vehicles over 17,000 pounds - Live Stop</i>					Tow Fee: \$320.00 Storage: \$74.75 for every 24 hours
<i>Vehicles over 17,000 pounds - straight tows</i>					Tow Fee: \$300.00 Storage: \$57.50 for every 24 hours
Miscellaneous Fees	Flat Rate	Per Axle	Per Hour	Per Job	Per Day
Securing/Tarping etc.			\$ 195.00		
Caging Truck Brakes		\$ 39.95			
Fleet Vehicle (N/D)			\$ 45.00		
Tow Truck (Diesel)			\$ 50.00		
Miscellaneous Materials					
Dolly Vehicle Charge	\$ 45.00				
Passenger Vehicle, SUV, etc (recovery)				Varies	
Heavy Duty Wrecker w/Operator			\$ 425.00		
Landoll Service w/Operator			\$ 300.00		
Fork Lift w/Operator			\$ 175.00		
Bob Cat w/Operator			\$ 200.00		\$ 175.00
Trailer Rental Dry Van			\$ 1.25		\$ 200.00
Trailer Rental Reefer			\$ 750.00		
Air Bags			\$ 140.00		
Medium Duty Wrecker			\$ 115.00		
Light Duty Wrecker			\$ 99.64		
Recovery Supervisor			\$ 85.00		
Additional Laborer					
Miscellaneous Fees Charged Per Occurrence/Item					
Oil Dry	\$22.50/each				
Security Straps	\$35.00/each				
Tarps Left w/ Vehicle or Damaged	\$265.00/each				
Drip Pans	\$11.00 (Small)/each				
Trailer Cable Clamps for Tow Bar	\$6.00/each				
Split Load Tow Fee	\$320.00/each				
<i>Clean up spills or hazardous materials will be charged as time and materials.</i>					
<i>There will be a \$50.00 Administration and Processing fee applied to Truck Impounds that are W Tows.</i>					
<i>Trash Truck, Dump Truck, or any other specialty equipment will be charged accordingly.</i>					