

**ADDENDUM NO: 2**

**REQ NO: 159392**

**FINAL SUBMITTAL: September 19, 2017 2:00 PM EST**

**FINAL QUESTIONS: September 14, 2017 2:00 PM EST**

**Department: Fleet Management, Public Works**

**Changes to Bid No. 304871:**

**Per Prebid Conference held on September 12, 2017:**

**Changed The State of Tennessee Required Liability Insurance to \$1,000,000.**

**Also, changed the Insurance Requirements, Page 2, to \$1,000,000**

**Add #6 & #7 to the specifications.**

**Req No: 159392 Wrecker/Towing & Recovery Services**

**PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE  
PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR  
FILES.**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

\_\_\_\_\_

**CITY OF CHATTANOOGA  
PURCHASING DEPARTMENT  
Mark McKeel  
City Hall Suite G13  
CHATTANOOGA, TN 37402  
TELE: (423) 643-7236  
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# The City of Chattanooga

## Is seeking vendors for Wrecker/Towing and recovery services

### Specifications

#### General Conditions:

1. Bids shall have a fixed price for all labor and equipment necessary for towing City Vehicles from various locations within a Thirty Mile (30) radius of Fleet Services at City Yards (900 E. 11<sup>th</sup> street) or Amnicola Fire and Police/Fire Garage 3102 Elmendorf Circle, Chattanooga TN. 37406 for each of the three vehicle classes: Class I, Class II, and Class III based on gross vehicle weight. A separate price per mile over 30 mile radius shall also be bid for each vehicle class.
2. Successful bidder must possess and maintain a wrecker or towing license with the City of Chattanooga. Must have equipment necessary to Tow and Recover all Classes.
3. The successful bidder/contractor shall be responsible for any and all damages to City vehicles/equipment and private property serviced by this contract that is caused by the contractors operator or equipment.
4. The Contractor shall be required to furnish proof of insurance and carry the following types of Insurance in at least the limits specified below for the duration of the contract. The Contractor will be responsible for his/her own acts of negligence in transporting City Vehicles.
5. Contractors must provide service on a 24 hour, 7 Day per week basis. Must respond within 45 minutes of receipt of call.
6. Report any damages to City equipment or property to Steve Pack at 12<sup>th</sup> street and Dewayne Johnson at Amnicola.
7. Any Major recovery shall have a City representative on site at all times.
8. Vehicle Towing Classes  
Class I Vehicles, Small Trailers, Farm Type Tractors and ECT, under 12,000 GVW.  
Basic Tow within 30 mile radius, regardless of time  
All other factors must be included in Basic tow charge \_\_\_\_\_  
Quote price per mile over Thirty (30) miles. \_\_\_\_\_  
  
Class II Vehicles, Trailers and ECT. Under 30,000 GVW  
Basic Tow within 30 mile radius, regardless of time  
All other factors must be included in Basic tow charge \_\_\_\_\_  
Quote price per mile over Thirty (30) miles. \_\_\_\_\_  
  
Class III Vehicles, Trailers and ECT. Over 30,000 GVW  
Basic tow within 30 mile radius, regardless of time.  
All other factors must be included in Basic tow Charge. \_\_\_\_\_

Quote Price per mile over Thirty (30) miles. \_\_\_\_\_

**Additional Services Required**

1. Price for tow with Landoll Trailer \_\_\_\_\_
2. Price per Vehicle Recovery after 30 minutes at site, winch/work time \_\_\_\_\_ Per HR.
3. Stand-By Time after 30 minutes on Site \_\_\_\_\_ Per HR.

All other factors and or cost considerations must be included in Basic tow for all classes.

All Tickets must be signed, provide copies of ticket upon delivery of equipment.

The State of Tennessee Requires \$1,000,000.00 Liability insurance, this will be the minimum requirement for the City as well.

All Contracts are subject to Audit by the City Of Chattanooga, Internal Auditors for compliance with contract terms.

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of Insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence