

CITY OF LONG BEACH

And

IMPRESSIVE AUTO BODY, INC.

THIS AGREEMENT made this 30th day of August 2015, between the CITY OF LONG BEACH, City Hall, 1 West Chester Street, Long Beach, New York, 11561 (the City), and IMPRESSIVE AUTO BODY, INC., 3305 Lawson Boulevard, Oceanside, New York 11572 (the Contractor) is as follows:

1. **AUTHORITY:** This agreement entered into pursuant to City Council Resolution No. 95/15 and passed on August 18, 2015.
2. **SCOPE OF SERVICES:** Towing and storage of abandoned and impounded vehicles within the City of Long Beach. The work shall be performed in accordance with the specifications of this contract. See Appendix A attached hereto and made a part hereof.
3. **TIME OF COMMENCEMENT:** The Contractor shall commence work on August 19, 2015 and continue for two years to August 18, 2017, with a renewal option, upon mutual consent, for two, two-year periods.
4. **CONTRACT PRICE:** The Contractor shall pay to the City of Long Beach a lump sum payment of \$70,002.00 per year. The first payment shall be made by the Contractor at time of contract signing; the second year's lump sum payment shall be made by Contractor by August 19, 2016.
5. **DEFENSE OF ACTION OR SUITS; INDEMNIFICATION:** Neither the City nor any of its officers, employees or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to the said work, or to any part or parts thereof, or to any materials, equipment or other property that may be used or employed therein, or placed upon the ground, during the progress of the work, nor shall the City and its officers and/or agents be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor, or otherwise, or for damage to any property, whether belonging to the City or others, occurring during or resulting from the said work. The Contractor shall properly guard against all such injuries and damages, shall defend in any claim or action and indemnify and save harmless the City, its offices, employees and agents, against all such injuries, damages and compensation arising or resulting from causes, other than the City's negligence; shall, from the commencement of work till completion and acceptance thereof. *The Contractor shall provide proof of insurance to the City as specified in Appendix A annexed hereto naming the City of Long Beach as the certificate holder and additional insured.*
6. **RESPONSIBILITY OF CONTRACTOR FOR EMPLOYEES:** Each and every employee of the Contractor shall for all purposes be and be deemed to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the City. The

Contractor shall in no manner be relieved from responsibility or liability on account of any part thereof, by any such employee.

7. **LABOR LAW:** The Contractor agrees to comply with all provisions of the labor Law of the State of New York, including but not limited to all provisions relevant to the safety and protection of workers and the general public; working hours; wages and benefits; and workers' compensation. Failure of the Contractor to comply with any of these provisions shall not relieve the Contractor of any of its obligations but shall make the Contractor solely liable for damages.

8. **NO ASSIGNMENT:** The Contractor shall have no right or power to assign this contract, in whole or in part.

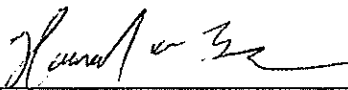
9. **SUB-LETTING:** No part of the work in this contract shall be sublet or in any way removed from the control of the Contractor without written consent of the City.

10. **SPECIFICATIONS:** The specifications incorporated herein by reference and forming a part of this contract are on file in the office of the Purchasing Agent and entitled: Towing & Storage of Abandoned & Impounded Vehicles.

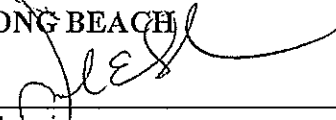
11. **NOTICE:** Any notice hereunder shall be addressed to the Contractor at 3305 Lawson Boulevard, Oceanside, New York 11572 and to the City at its office, City Hall, 1 West Chester Street, Long Beach, New York 11561, attention Purchasing Agent. Such notice shall be personally served or mailed by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

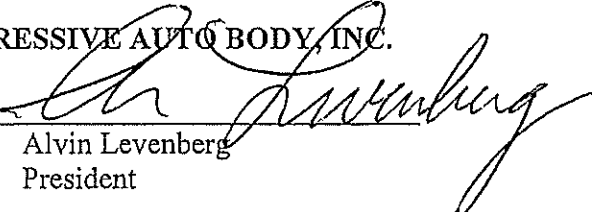
Signed, Sealed and Delivered
In the presence of



City Clerk

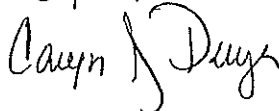
CITY OF LONG BEACH
By: 

Jack Schnirman
City Manager

IMPRESSIVE AUTO BODY, INC.
By: 

Alvin Levenberg
President

Sworn to before me personally
appeared Alvin Levenberg this
2nd day of September 2015



APPENDIX A

VENDOR MUST SUPPLY COPY OF INSURANCE CERTIFICATE WITH PROPOSAL.

THE SUCCESSFUL PROPOSER SHALL PROVIDE A PERFORMANCE BOND IN THE AMOUNT OF TEN THOUSAND (\$10,000.00) DOLLARS.

General Specifications

The City of Long Beach is seeking proposals:

- A. For the towing and removal of all abandoned and impounded vehicles within the confines of the City of Long Beach. Said vehicles should be taken into custody and removed to the proposer's place of business and be held and maintained there for a period not to exceed thirty (30) days pending redemption and the payment of the necessary charges by the owner of said vehicle. Thereafter, unclaimed vehicles shall be retitled to the impound vendor in satisfaction of the outstanding debt.
- B. The proposer shall be available to tow said vehicles seven (7) days a week, twenty-four (24) hours a day pursuant to a request by the Police Department of the City of Long Beach and the proposer agrees to respond to the Police Department's request within thirty (30) minutes of receipt of such request from the Police Department under normal conditions. The successful proposer must have office hours at least two (2) hours daily, including Saturdays, Sundays and Holidays for the public to be able to claim vehicles. The impound area for such impounded vehicles shall be within the City of Long Beach or within an area of less than five (5) road miles from the City of Long Beach Police Headquarters. The proposer shall have at least three (3) tow trucks and one (1) flat bed truck suitable for transporting an automobile available for this operation.
- C. From May to September, the Police Department shall conduct "Tag & Tow" operations on Friday, Saturday, Sunday and Holidays at times determined by the Police Commissioner. The proposer must be available and must respond during the hours of these operations and must thereafter be available for at least one hour after completion of the operation to allow the release of vehicles impounded during this time.
- D. The owner of the automobile or other person entitled to possession of an impounded vehicle shall pay to the successful proposer towing said automobile the following charges:
 - 1. For the pickup with standard and/or flatbed equipment and towing - \$200.00
 - 2. Outside storage charges shall be at the rate of not more than twenty-five dollars (\$25.00) for each twenty-four (24) hours, or part thereof.

3. Inside storage charges shall be at the rate of thirty dollars (\$30.00) for each twenty-four (24) hours, or part thereof.
- E. In addition to the above charges, the owner of the automobile or other person entitled to possession of an impounded vehicle shall pay to the Police Department a fee of seventy-five dollars (\$75.00) to cover administrative costs, payable in cash only.
 - F. In no event shall the City be liable to the proposer for accrued storage and towing charges. Unclaimed vehicles shall be titled to the vendor in satisfaction of his expenses.
 - G. The proposer shall not release any impounded vehicle without having first received authorization for a release from the Police Department of the City of Long Beach.
 - H. An impounded vehicle that is without a vehicle identification number or one that is not suitable for operation on the public highways may, upon a release issued by the Police Department, be sold by the proposer to a state certified or registered vehicle dismantler or scrap processor. Any proceeds from the sale of such a vehicle that exceed the proposer's lien on that vehicle shall be turned over to the City. The proceeds received from the sale of such a vehicle shall constitute full satisfaction of all liens and claims thereon for excess storage and towing charges that may have accrued.
 - I. Contractor shall provide the following insurance:
 1. Certificate of Worker's Compensation.
 2. A comprehensive automobile liability insurance policy with coverage in the amounts of \$250,000 each person, \$500,000 each accident for bodily injury and \$100,000 each accident for property damage. Commonly referred to as 250/500/100.
 3. General liability insurance with the City as additional insured.
 4. HOLD HARMLESS CLAUSE

"Hold Harmless" Clause – Responsibility for Injuries to Persons or Property:

The Contractor shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the City or Engineer), or damage to property (including, but not limited to, property of the City or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by an employee of the Contractor, subcontractor, City or Engineer or other persons while at the site of the work, and shall indemnify and save harmless the City from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the City of Long Beach on account of any such injuries to persons or damage to

property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the City, their respective agents, servants and employees.

The Contractor shall be solely responsible for all injuries to persons or damage to property therein occurring on account of the performance of work under this contract whether due to negligence, fault or default of the Contractor, and irrespective whether it shall have been due to the negligence, fault or default of the City, the Engineer, its respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the City and the Engineer from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the City and/or the Engineer for such damages or injuries.

The obligation of the Contractor to indemnify and save harmless the City and the Engineer as hereinabove set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractors, the City, the Engineer, their respective agents, servants or employees. The approval by the City or the Engineer of the methods of doing the work or the failure of the City or the Engineer to call attention to improper or inadequate methods or to require a change in method or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to persons or damage to property.

- J. The City may demand that the Contractor waive the payment of the towing and/or storage charges, provided that such special consideration shall not be extended more often than eight (8) times in a calendar year.
- K. The Contractor and the City of Long Beach agree to enter into a contract to run for a minimum period of two (2) years from the date of signing, and to be extended on mutual consent for two (2) additional two (2) year increments. In the event contractor does not perform to the satisfaction of the City, the City has the right to terminate the contract with thirty (30) days prior notice.
- L. Vehicles designated by the Police Department as "evidence vehicles" or vehicles impounded pending asset forfeiture may be towed by the Contractor to a location in the City as directed by the Police Department. The Contractor will be paid by the owner or person entitled to possession of said vehicle the towing charge according to the type of equipment used. In the event that the vehicle is forfeited to the People of the State of New York, the contractor's bill for service shall be presented to the district attorney as a part of the forfeiture process to document the Contractor's claim against the owner of the vehicle.

- M. Notwithstanding any other part of this Agreement to the contrary, up to eight (8) of the vehicles seized pursuant to New York State Vehicle and Traffic Law Section 1224 shall be released to the City of Long Beach Police Department at the city of Long Beach Police Department's sole discretion and at no cost to the City of Long Beach.
- N. Nothing contained in this contract shall prevent the Contractor from seeking to collect accrued towing and storage charges from the owner of an impounded vehicle, whether or not that vehicle has been returned to its owner. City should have a right to breach this contract upon thirty (30) days notice without penalty or damages.
- O. The successful proposer shall maintain a record of all vehicles towed and/or stored with all pertinent information entered in ink, *to wit* date, description of vehicle, license plate No., towing charges and storage charges, disposition, etc., which shall be made available to the City Comptroller and/or the City Manager at their request.
- P. Proposer proposes to pay and remit to the City Treasurer of the City of Long Beach a lump sum payment, payable yearly for this franchise to tow and store vehicles impounded by the City of Long Beach. First year's franchise fee to be paid by the successful proposer at the time of signing of contract; second year's franchise fee payable on anniversary date of second year.
- Q. Proposer shall supply the following information with his proposal:
1. Location of storage area
 2. Dimensions of storage area
 3. Number of tow truck and flat bed trucks available for this operation
 4. Procedure whereby towing company can be reached on Sundays and Holidays and after normal business hours on weekdays.

August 18, 2015

Item No. 2

Resolution No. 95/15

The following Resolution was moved by Ms. Goggin
and seconded by Mr. Eramo :

Resolution Authorizing the City Manager to Enter into a Contract
for Towing and Storage of Abandoned and Impounded Vehicles
Within the City of Long Beach.

WHEREAS, after due advertising therefore, bids were received in the Office of
the City Purchasing Agent on Thursday, August 6, 2015 for towing and storage of abandoned
and impounded vehicles within the City of Long Beach, as per specifications on file in the Office
of the City Purchasing Agent; and

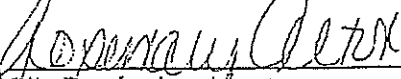
WHEREAS, Impressive Auto Body, Inc. 3305 Lawson Boulevard, Oceanside,
New York 11572 was the highest bidder with a yearly payment of \$70,002.00 per year, for a
period of two (2) years with an option to renew upon mutual consent for two, two (2) year
periods;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York, that the
City Manager be and he hereby is authorized to enter into a contract with Impressive Auto Body,
Inc., 3305 Lawson Boulevard, Oceanside, New York 11572 for towing and storage of abandoned
and impounded vehicles within the City of Long Beach, for a yearly payment of \$70,002.00 per
year, for a period of two (2) years with an option to renew upon mutual consent for two, two (2)
year periods; and be it further

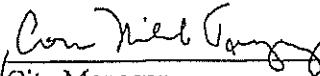
RESOLVED, that said contract shall contain such other terms, conditions and
provisions as the City Manager and Corporation Counsel shall deem necessary and proper.

APPROVED:



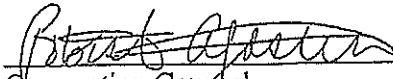
City Purchasing Agent

APPROVED AS TO ADMINISTRATION:



City Manager

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel

VOTING:

Council Member Adelson - AYE

Council Member Eramo - AYE

Council Member Goggin - AYE

Council Member Mandel - AYE

President Torres - AYE