

CONTRACT FOR ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

South Section 2, Back up for North Section 1

KELSEYVILLE AUTO SALVAGE and TOWING

THIS CONTRACT, upon COUNTY OF LAKE BOARD of SUPERVISORS approval, shall be effective the
_____ 1st _____ day of _____ July _____ 2017, by and between the COUNTY OF LAKE

(hereinafter referred to as "COUNTY") and Kelseyville Auto Salvage and Towing, (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, COUNTY has need for special services for the removal of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private property and public property; and

WHEREAS, CONTRACTOR has represented to COUNTY that CONTRACTOR is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified in this Contract, and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted towing practices.

NOW, THEREFORE, the parties hereto agree as follows:

I. **CONTRACTOR'S RESPONSIBILITIES**

- A. Under the direction of the Community Development Director or his designee, CONTRACTOR shall provide all personnel and equipment necessary to collect and dispose of abandoned and/or inoperative vehicles, or parts thereof, which have been determined to be public nuisances as that term is defined in Section 13-28.1 of Chapter 13 of the Lake County Code and which are within the service area illustrated on the Abandoned Vehicle Abatement Contract Area Map, attached hereto and incorporated by reference herein as **Exhibit "A"**. For purposes of this Contract, "parts thereof" are defined as less than a vehicle body or chassis. CONTRACTOR shall be available to perform services at all times during the regular working hours of COUNTY, 8:00 a.m. to 5:00 p.m., Monday through Friday, except on federal holidays. CONTRACTOR shall provide the requested services within **one (1) hour** of request by COUNTY, unless an exception has been granted by the COUNTY as described in **Section 2** of the attached Invitation for Bid #17-06. **In case of a public safety issue, if a response cannot be met in a reasonable timeframe, COUNTY has the authority to request an alternate tow company outside CONTRACTOR'S jurisdiction.**
- B. Where applicable, CONTRACTOR'S employees shall possess valid and appropriate California Drivers' License pursuant to Vehicle Code Section 12804. CONTRACTOR shall conduct vehicle and parts storage and any other activities necessary to provide the services for which it is obligated under this Contract only in locations approved for such use by the local governmental entity having land use jurisdiction.

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CONTRACTOR'S storage yard must be and remain in compliance with local land use laws during the term of this Contract and any extensions thereto.

C. CONTRACTOR agrees to adhere to all terms and conditions set forth in the County of Lake **Invitation for Bid No.17-06**; attached hereto and incorporated herein by this reference as **Exhibit "B"**, and to the following procedures when performing services under this Contract:

1. CONTRACTOR shall only remove those vehicles or parts thereof specified by COUNTY and which have been properly cleared for abatement as public nuisances in accordance with California Vehicle Code Section 22660 and Lake County Code Chapter 13, Sections 27 through 39.
2. All vehicles removed by CONTRACTOR pursuant to this Contract must be towed to CONTRACTOR'S licensed secure storage facility (or to the storage area of a wrecking yard and, unless otherwise specifically directed by COUNTY, all impounds must be held at said facility for thirty (30) days after which period of time COUNTY shall direct the removal of said vehicle to the nearest licensed wrecking yard for disposal.
3. CONTRACTOR shall keep complete and accurate records for the services performed pursuant to this Contract, any additional or supplemental records reasonably requested by COUNTY, and any records required by law or government regulations and shall make such records available to COUNTY upon request. CONTRACTOR must include in their records the descriptions of the vehicles removed, the authority for such removal, and the date, time, and location of such removal. CONTRACTOR shall assure the confidentiality of any records that are required by law to be so maintained.
4. CONTRACTOR shall forward the necessary Department of Motor Vehicles and abatement forms to the licensed wrecking yard at the time a vehicle is transported to the wrecker for disposal.
5. CONTRACTOR shall make all reasonable provisions for adequate security of the removed vehicles and any property contained within said vehicles while stored at its facility. CONTRACTOR shall provide a receipt for any stored vehicle whenever property is removed from within that vehicle and CONTRACTOR shall furnish a copy of that receipt to the California Highway Patrol area office.
6. CONTRACTOR shall also provide backup services for the Contractor that is assigned to the "**North Section 1**" area should that assigned Contractor be unavailable for whatever reason. The contractor who is providing Abandoned Vehicle Abatement back up services, shall charge the same dollar amount as indicated in Section II, Sub Section C of this contract with all other terms and

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conditions remain the same. This area is illustrated on the Abandoned Vehicle Abatement Contract Area Map Attachment "A" attached hereto and incorporated by reference herein as **Exhibit "A"**.

- D. CONTRACTOR shall submit to COUNTY, on a timely basis, detailed invoices of services performed. All invoices must include an invoice number, the date and location of service, and the vehicle make, and/or vehicle identification number. The invoice for services performed shall clearly set forth which removed vehicles are to be compensated for on a flat fee basis and any additional charges.

II. COUNTY'S RESPONSIBILITIES

- A. When requesting services, COUNTY shall provide CONTRACTOR a minimum of one (1) hours' notice either by phone, text, email or fax. Renewal shall be in accordance with the terms and conditions of the executed agreement.
- B. For those vehicles removed from the designated service area(s) as shown on **Exhibit "A"**, attached hereto and incorporated by reference herein, COUNTY shall pay CONTRACTOR as compensation in full for all services performed pursuant to this Contract the following rates per vehicle removed:

NORTH – SECTION 1 CONTRACTOR PROVIDING BACK UP SERVICES FOR SOUTH SECTION 2

If applicable, an additional amount of compensation may be paid to CONTRACTOR if vehicle to be towed contains "excessive" trash, tires, etc. of up to one-half cubic yard. The Community Development Director or their designee shall determine whether contractor is entitled to additional compensation for the removal and disposal of any extraneous contents of negligible value found within a vehicle to be removed by Contractor. Such extraneous contents may include, but are not limited to, over-sized tires (16.5" or larger), garbage, trash, hazardous materials, appliances, and other refuse. This amount, if any, shall be agreed upon by both parties prior to invoicing.

- C. If COUNTY **pre-approves** the rates for unusual services, COUNTY shall pay to CONTRACTOR as compensation in full for all services performed pursuant to the contractor's proposal attached hereto and incorporated herein by this reference as **Exhibit "C"** at the Contract rate of:
1. Vehicles and Trucks one ton and under \$ 150.00
 2. Vehicles over one-ton capacity: **Cost per vehicle to be negotiated prior to tow**
 3. Motor Homes: \$ N/A per linear foot
 4. Travel Trailers: \$ N/A per linear foot

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5. Boats with Trailers:

18 foot or less \$ N/A per linear foot

Greater than 18 feet \$ N/A per linear foot

6. Boats without Trailers:

18 foot or less \$ N/A per linear foot

Greater than 18 feet \$ N/A per linear foot

7. Off-road recovery costs \$ 150.00 per hour

PRICING FOR SPECIAL EQUIPMENT:

- | | |
|---|---------------|
| 1. Winches (per hour) | \$ <u>N/A</u> |
| 2. Special Cables (per hour) | \$ <u>N/A</u> |
| 3. 4 X 4 Vehicle (cost per hour of operation) | \$ <u>N/A</u> |
| 4. Other equipment: | \$ <u>N/A</u> |

Four (4) standard tires plus one (1) spare tire per vehicle are to be included in all the above prices.

If these prices are not applicable for specific tows and/or if the assigned contractor cannot perform the tow, COUNTY has the authority to request an alternate tow company.

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- D. Compensation to CONTRACTOR as described in Section II, Paragraphs B and C above, shall be paid by COUNTY within thirty (30) days after the receipt of the itemized invoices from CONTRACTOR as described in Section I, Paragraph D, herein. The invoices shall have been approved by the Community Development Director, their designee, prior to submission to COUNTY for payment. The total annual amount of compensation paid to the CONTRACTOR under this Agreement **shall not exceed the sum of \$60,000.00** with no obligation by the County of Lake to purchase any specified amount of services.
- E. The above-stated compensation shall be firm for one (2) years. Thereafter if contract is renewed, COUNTY may at its option, approve a cost of living adjustment upon written request from CONTRACTOR. Cost of living adjustment shall be based upon 90% of the U.S. City average of the Consumer Price Index for the preceding 12-month period.

III. TERM.

The Term of this agreement is expected to be for approximately 3 years, in one (1) year increments, with **no** obligation by the County to purchase any specified amount of services.

This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2020, unless earlier terminated as hereinafter provided. COUNTY and CONTRACTOR may, upon mutual agreement, extend this Contract for additional one (1) year periods, unless cost of services increases more than Section II, Paragraph E above.

IV. AVAILABILITY OF FUNDING

The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance

V. TERMINATION. This Contract may be terminated as follows:

- A. By mutual consent of both parties; or
- B. By either party upon thirty (30) days written notice to the other party; or
- C. If CONTRACTOR'S storage facility no longer complies with local land use laws.

Upon termination, COUNTY shall pay CONTRACTOR for all services satisfactorily completed by CONTRACTOR prior to the effective date of said termination. Compensation shall be paid within thirty (30) days after receipt by COUNTY of CONTRACTOR'S itemized statements under the conditions described in Section II, Paragraph D. Termination shall have no effect upon the rights and obligations of the parties pursuant to the terms of this Contract which arise prior to the termination date.

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- VI. DEFAULT AND REMEDIES. All covenants and promises herein are deemed conditions to this Contract and should CONTRACTOR default in the performance of any covenant, promise, or condition in this Contract and the default is not cured by CONTRACTOR within thirty (30) days after written notice of the default by COUNTY, then COUNTY may terminate this Contract without further notice and is entitled to any and all remedies available to it in law and equity.
- VII. CONTRACTOR'S INSURANCE. The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required herein, and certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to COUNTY.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of this Contract by CONTRACTOR:

- A. Workers' Compensation Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR'S Workers' Compensation Insurance.
- B. Public Liability and Property Damage Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One Million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to, endorsements for the following coverages: personal injury, premises-operations, products and completed operations, explosion hazard, blanket contractual, and independent contractor's liability.
- C. Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR'S business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its officers, employees, and agents as additional insured under each of the aforesaid policies in sub-paragraphs B and C above.

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CONTRACTOR shall require each subcontractor to procure and maintain, during the life of this contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs "B" and "C" hereinabove, with minimum limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs "B" and "C" hereinabove. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

- VIII. INDEMNIFICATION-HOLD HARMLESS. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or resulting from or in any way alleged to arise out of, or resulting from or in any way connected with CONTRACTOR'S operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of the COUNTY.
- IX. ASSIGNMENT. CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due CONTRACTOR from COUNTY under this Contract may be assigned by CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to COUNTY. Any attempt at assignment of rights under this Contract, except for those specifically consented to by both parties or as stated above, shall be void.
- X. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Contract, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.
- XI. MODIFICATION. This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Community Development Director or his designee.
- XII. NONDISCRIMINATION IN EMPLOYMENT. In the performance of the work authorized under this Contract, CONTRACTOR shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40).
- XIII. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

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- XIV. INTEREST OF CONTRACTOR. CONTRACTOR hereby covenants that he has, at the time of the execution of this Contract, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Contract. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.
- XV. SEVERABILITY. If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.
- XVI. NOTICES. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

COUNTY OF LAKE:

Community Development Department
255 North Forbes Street
Lakeport, CA 95453

CONTRACTOR:

Kelseyville Auto Salvage and Towing
7666 Highway 29
Kelseyville, CA 95451

- XVII. ADDITIONAL PROVISIONS. This Contract shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

In the event there is conflicting language between the Bid document and Contract, the Contract language shall prevail.

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

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Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

CONTRACTOR

Chair, Board of Supervisors

Kelseyville Auto Salvage and Towing

Title: _____

Address: _____

Telephone: _____

ATTEST: Carol J. Huchingson

APPROVED AS TO FORM:

Clerk of the Board
of Supervisors

Anita L. Grant
County Counsel

By: _____

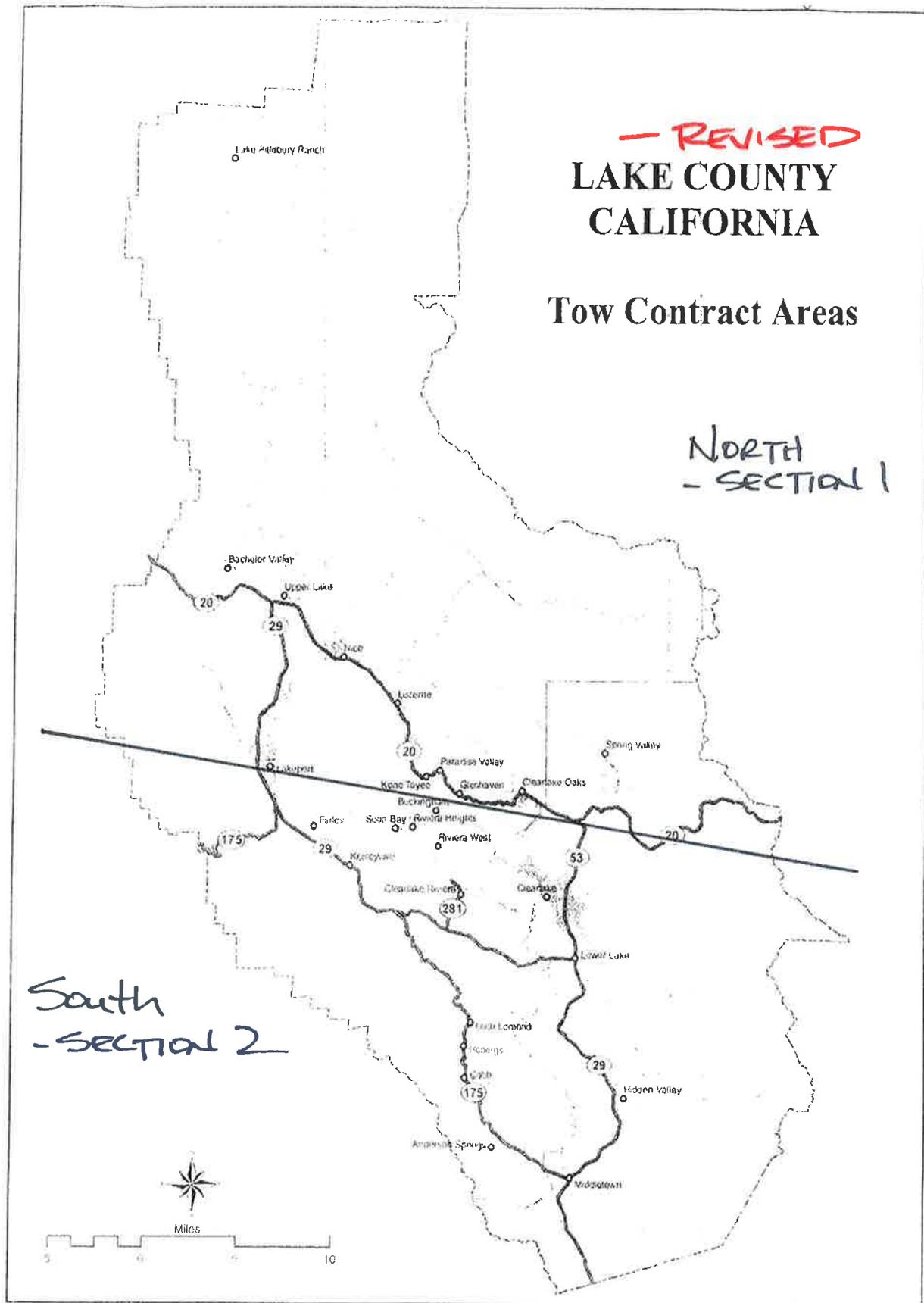
By:  _____

**- REVISED
LAKE COUNTY
CALIFORNIA**

Tow Contract Areas

*NORTH
- SECTION 1*

*South
- SECTION 2*





Lake County Areas for Towing; Revised

NORTH -Section 1; Area will be “North” of Martin St, Lakeport within County jurisdiction through to “North” of Hwy 20/Hwy 53 interchange. To include, but not limited to the following areas:

North Lakeport- within County Jurisdiction
Upper Lake
Nice
Lucerne
Glen Haven
Clearlake Oaks
Spring Valley

SOUTH -Section 2; Area will be “South” of Martin St, Lakeport with County jurisdiction through to “South” of Hwy 20/Hwy 53 interchange. To include, but not limited to the following areas:

South Lakeport-within County Jurisdiction
Finley
Kelseyville
Riviera’s; Clearlake, Riviera West, Riviera Heights
Loch Lomond
Cobb
Lower Lake
Middletown
Hidden Valley Lake
Clearlake Park



COUNTY OF LAKE
Community Development Department
Code Enforcement Division
255 North Forbes St.
Lakeport, CA 95453
Telephone (707) 263-2382
FAX (707) 263-2225

Michael Penhall
Code Enforcement Officer

INVITATION FOR BID NO. 17-06 ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

The County of Lake requests sealed bids from qualified tow operators for the removal of abandoned vehicles and parts thereof in various states of condition.

Term of the towing agreement is expected to be 3 years, in one (1) year increments, with no obligation by the County to purchase any specified amount of services.

Fully completed and signed bids, subject to the terms and conditions set forth herein, will be received by the County of Lake Community Development Department, Code Enforcement Division until **1:30 PM on Wednesday June 14, 2017**, at which time they will be publicly opened. Any bid received after this time and date shall not be considered. The Code Enforcement Division is located on the third (3) floor of the County Courthouse at the address shown above. The department's office hours are Monday through Friday, 8:00 AM to 3:30 PM.

For further information about the scope of work or a copy of this bid document, please email: **Michael Penhall at: michael.penhall@lakecountyca.gov**

**THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO ACCEPT OR REJECT
ANY OR ALL OF THE ITEMS BID AND WAIVE ANY MINOR IRREGULARITIES**

1. Description and Objective

The County of Lake, Code Enforcement Division is requesting bids from licensed, experienced and qualified tow companies; **see Section 4 of this bid document for required qualifications**, to abate by the removal, of all vehicles and parts thereof designated by the County of Lake, Department of Building and Safety, Code Enforcement Division (hereinafter referred to as "Code Enforcement") as abandoned, junked, wrecked, dismantled or inoperative; as described in Lake County Code, Chapter 13, Article 1, Section 13-3.1 (e), (13) from private or public property, in accordance with the State of California Vehicle code; Section 22660 and County of Lake; Chapter 13, Article V. The vehicles that are towed are usually in all stages of disrepair.

EXHIBIT B, 1 of 14

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

Since the County of Lake encompasses approximately 1,256 square miles of land, this contract may be, at the County's choice, for specific zones or areas within the County of Lake as shown on Attachment "A".

Primary and Secondary Contractors

It is the County's intention to award a Primary and a Secondary Contractor to each of the areas. The primary Contractor shall be contacted first by Code Enforcement staff for the removal of the specified abandoned vehicle(s) and/or parts. The Primary Contractor shall have the responsibility of responding by the removal of the identified vehicle and/or parts within 24 hours of notification, or as otherwise directed by Code Enforcement staff. However, if the Primary Contractor is unable to respond, for any reason, to Code Enforcement's request the Secondary Contractor may then be contacted for the removal.

If upon a large scale project, the County shall reserve the right to work with both the primary and secondary awarded contractors.

2. Scope of Work

As shown on attached map, (**Attachment A**), the County has been separated into three (3) towing service areas, each of which is to be submitted on a separate bid sheet as indicated in the aforementioned attachment.

The awarded Contractor shall provide such abatement service on an "as requested" basis, with no guarantee of any specified amount. The County shall notify the awarded Contractor(s); by one or more of the following means; phone, text, email or fax. The awarded Contractor shall be responsible for responding to the requesting party, immediately acknowledging the request.

If no response is received in a "reasonable" amount of time; subject to County's determination, the next awarded contractor shall be contacted.

It is intended that the awarded Contractor shall respond to the requested location within one hour of acknowledging such notice or request. Exceptions may be granted by County personnel due to extenuating circumstances, such as with difficult or off-road recoveries or other possible reasons (up to the County's discretion).

The Contractor shall advise County personnel at the time of notification, if they are unable to respond or are unable to meet the response time as previously indicated. It will be at the County's discretion if the next awarded Contractor is to be contacted to remove the subject vehicle and/or parts.

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

When the awarded Contractor will be temporarily unavailable to provide services due to a pre-planned or scheduled activity. The awarded Contractor shall notify Code Enforcement personnel within 48 hours prior to the date that their services will be unavailable, providing the date(s) and time(s) of unavailability.

If a contractor is un-responsive or unable to respond as requested, the next awarded contractor may be contacted.

Repeated failure to respond and/or repeated failures to meet the maximum response time, without justification, or refusal to respond, may result in a disciplinary action; not limited to, suspension for a specified length of time or possible termination of the contract. Justification for failure to respond shall be determined by County Personnel.

3. Vehicle Removal

After the completion of all due process requirements, as delineated in California Vehicle Code, Section 22661, County of Lake; Chapter 13, Article V and any other County, State or Federal law(s) that may be applicable. Code Enforcement staff shall notify the awarded contractor of a Vehicle Removal. Such notification may include a description of the vehicle; color, make, model, license number (if available), and/or parts, details of the location of the vehicle or parts to be towed or removed. Code Enforcement staff will provide as much information as they have. Vehicle(s) may only be abated after notification (as previously noted) by Code Enforcement staff.

In cases where the removal of the vehicle is prohibited by the interference of outside parties, the Contractor shall stop all abatement actions, leave the vehicle on the property, move to a safe location and discuss or contact Code Enforcement personnel for further instructions.

Isolated, difficult to remove Abandoned Vehicles

The abatement of abandoned vehicles identified by Code enforcement Staff in isolated locations requiring the use of "other" specialized equipment, shall be billed according to predetermined amounts, set forth in the Contractors bid response. Special Equipment such as medium or heavy duty trucks or other specialized equipment shall require pre-approval from Code Enforcement staff prior to their use.

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

Code Enforcement reserves the right to decline the use of any special equipment requested if the awarded Contractor cannot prove their use is either necessary or the most cost effective method to remove the vehicles.

Storage and Disposal of Vehicles

All vehicles and/or parts thereof that have been removed by the awarded Contractor from a property as designated shall only be off-loaded and stored at the contractors storage facility identified in their bid response.

All dismantling processes shall **ONLY** be conducted at the awarded contractor's yard identified in their bid response. It is the awarded contractor's sole responsibility to conduct all dismantling actions following all applicable Federal, State and Local laws.

Failure to abide by this requirement shall result in immediate termination of the agreement.

Placement of any abated vehicles and/or parts in any other location than agreed upon is a violation of the California Vehicle Code, and shall be grounds for immediate termination of said contract.

All vehicles and/or specified items not recycled for scrap metal shall be disposed of meeting all federal, state and local legal requirements.

Further Information

The County's intention is to possibly have two (2) central storage facilities at each end of the lake; sites will be determined at a later date. Once a vehicle and/or parts have been processed for recycling, the vehicle and/or parts may then be moved to this central location for storage to later be removed for recycling.

4. Contractor Qualifications

The awarded contractor shall keep and maintain, during the course of the awarded contract, at least one (1) vehicle storage facility that is secured from unauthorized access at any/all times. The facility shall be located at the towing contractor's principal place of business for security and control purposes while the abated vehicles and/or parts are in the contractor's possession.

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

If the awarded Contractor's storage yard is shared by others or other business establishments regardless if owned by the same contractor or not, the yard shall be physically separated and secured from each other.

The awarded contractor and their employees' shall have, keep and maintain during the course of the contract all applicable licenses and certifications required by law. Copies of licenses and certifications should be included in the bidder's response.

5. Contractors Responsibilities

The awarded contractor's place of business shall have a sign which clearly identifies it to the public as a tow service. The sign shall have letters which are clearly visible to the public from the street.

The awarded contractor shall have, keep and maintain at all times efficient and safe equipment capable of performing the scope of work as identified in this bid document.

ALL equipment used in the abatement of vehicle(s) shall have all applicable emergency flashing lights, type and color as may be specified by Law.

The awarded contractor shall have, keep and maintain during the course of the contract all required insurance, as set forth in **Section 6; Contractors Insurance Requirements** of this bid request.

Inspection and approval of the contractor's yard and/or equipment may be sought by the County prior to the issuance of a contract and at any time during the performance of the contract.

Awarded contractor shall be solely responsible for their training and training of any employee(s) in the handling, processing and disposal of Hazardous Materials related to this service. This is to include the transportation, storage and disposal of any vehicles (including vessels), equipment and/or parts that may contain or suspected to contain Hazardous Materials.

The awarded contractor shall make ALL efforts to avoid any/all Hazardous Material spills, of any type, during the loading, off-loading, transportation and storage of vehicle(s) and/or parts. This will be from the point of pick up to the point of delivery to the Contractors yard. The awarded contractor will assume all responsibility for any Hazardous Materials and/or spills that may occur while conducting these services for the County.

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

The awarded Contractor and/or their employee(s) shall release any personal property from a vehicle which has been impounded or stored per the County's request. The property shall be released to the vehicle's registered owner or agent per applicable California Vehicle Code(s).

The awarded contractor shall ensure tow truck drivers responding to requests by Code Enforcement, are competent and shall perform all towing and recovery operations in the safest and most expedient manner possible.

While the awarded Contractor(s) or their employee(s) are involved in an abatement or other related business, the Contractor and/or its employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

- Rude or discourteous behavior
 - Lack of service, selective service, or refusal to provide service which the contractor or employee(s) are capable of performing.
 - Any act of sexual harassment or sexual impropriety
 - Unsafe driving practices
 - Exhibiting any signs of being under the influence of drugs and/or alcohol
- **If any signs of being under the influence are suspected, it will be reported to local law enforcement immediately.**

The awarded contractor shall at all times, observe and comply with all federal, state and local laws.

6. Contractors Insurance Requirements

CONTRACTOR'S INSURANCE. The CONTRACTOR shall not commence work under a Contract until they have obtained all the insurance required herein, and certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to COUNTY.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of the Contract by CONTRACTOR:

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

- A. **Workers' Compensation Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR'S Workers' Compensation Insurance.
- B. **Public Liability and Property Damage Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One Million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to, endorsements for the following coverages: personal injury, premises-operations, products and completed operations, explosion hazard, blanket contractual, and independent contractor's liability.
- C. **Automobile Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR'S business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence any work under the Contract until they have had delivered to COUNTY an **"Additional Insured Endorsement" naming COUNTY, its officers, employees, and agents as additional insured** under each of the aforesaid policies in sub-paragraphs B and C above.

CONTRACTOR shall require each subcontractor to procure and maintain, during the life of this contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs "B" and "C" hereinabove, with minimum limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in Section 7, sub-paragraphs "B" and "C" hereinabove. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

7. Bid Submittal

All proposals must provide costs for services as required in the Scope of Service.

**INVITATION FOR BID #17-06
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Contractor must complete and return the following: Proposal Cover Page, Business Information Pages, Cost Proposal Pages; Area 1, Area 2, Area 3, and Certifications Page for their complete bid response.

All proposals shall be signed by an authorized agent of the company. **One (1) original and Three (3) copies** shall be stapled separately and **placed** in a sealed envelope clearly marked **"Vehicle Abatement Bid Proposal"** with reference to the bid number.

The envelope shall be submitted to the County of Lake, Community Development Department, Code Enforcement Division as proper response to the address indicated below.

ALL BIDS MUST BE SENT TO:

**County of Lake
Community Development Department
Code Enforcement Division *Attn: Mike Penhall*
255 N. Forbes Street, 3rd Floor
Lakeport, CA 95453**

NO FAXED SUBMITTALS WILL BE ACCEPTED

8. Method of Award

The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in considering an offer and that the County is not legally bound to accept the lowest offer.

The County intends to award a contract on the basis of the lowest total overall cost **for vehicles and trucks under one ton capacity**. Bids must be quoted as a "flat rate" per vehicle to be removed from the site and transported to the Contractor's yard for each of the areas the Contractor is willing to service (see Attachment A). Bidders may bid on one or more areas.

If Contractor's bid is on an "All or Nothing" basis, the bidder shall state so on their bid response.

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The County, at its discretion, may agree to pay an additional amount per vehicle, if the vehicle to be towed contains excessive trash, debris, tires, etc., as determined by Code Enforcement personnel. The price of the removal and disposal of any identified excessive trash, debris, etc. shall be agreed upon prior to contractor invoicing.

The County reserves the right to award the bid to one or more contractors or on a "per-area basis" if it is economically justified.

9. TIMELINE -

DATES:

1. RELEASE OF REQUEST FOR PROPOSAL	May 18, 2017
2. PRE-BID CONFERENCE	N/A
3. DEADLINE FOR SUBMISSION OF QUESTIONS Email: michael.penhall@lakecountycga.gov Fax: (707) 263-2225	Questions must be in the form of an Email or Fax NO later than: 11:00 a.m. on: May 31, 2017
4. DEADLINE FOR PROPOSALS	June 14, 2017 at 1:30 pm
5. TENTATIVE DATE FOR AWARDING CONTRACT	<i>APPROX 30 DAYS AFTER BID CLOSING</i>

10. Period of Performance

The period of Performance shall be for a total of 3 years, in one (1) year increments, with no obligation by the County to purchase any specified amount of services. The Contractor shall commence performance of requested services upon execution of a contract and shall diligently perform such services during the contract period.

11. Standard Terms and Conditions

Bid Withdrawal: A bidder may withdraw any bid submitted at any time prior to the time set for the opening of bids. No withdrawal or modification shall be permitted after the time designated for the opening of bids.

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The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid or retract a bid award if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified or responsible to carry out the obligations of the prospective contract and/or to complete the work proposed herein or if the County desires to modify bid specifications.

Submittal and receipt of bids, to the County, does not obligate the County in any way. The County is not liable for any costs incurred by the bidder(s) in the preparation, presentation or in any other aspect of the bid and/or evaluation effort.

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

If, subsequent to bid award, the County determines that the prospective contractor does not have the legal capacity or the qualifications to immediately enter into a contract, the prospective contractor agrees to allow the County to rescind its bid award should the County choose to do so.

Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve them from fulfilling any/all of the conditions of the contract. Answers to questions received that would materially change and/or clarify this solicitation will be provided in writing to all firms that have received or requested this Invitation for Bid.

Each bidder, by signing and submitting their bid, certifies that it is not a part to any collusive action to fix prices. Violation thereof shall render void any such bid and Contractor shall be disqualified from this bid and/or contract.

It is the Contractors sole responsibility to read and understand all terms and conditions of this bid document and contract before signing in agreement to. Failure to abide by all terms and conditions may result in termination of the contract.

The sale or transfer of the controlling interest in the awarded contractors company shall immediately result in termination of the contract.

**INVITATION FOR BID #17-06
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12. Conflict Of Interest

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

This obligation will apply to CONTRACTOR, their employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

CONTRACTOR's effort will include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County of Lake.

13. Additional Terms and Conditions

COUNTY'S RESPONSIBILITIES

For those vehicles removed from the service area(s) as shown on Attachment "A", attached hereto and incorporated by reference herein, COUNTY shall pay CONTRACTOR as compensation in full for all services performed pursuant to this Contract the following rates per vehicle removed

If applicable, an additional amount per vehicle compensation may be paid to CONTRACTOR if vehicle to be towed contains excessive trash, tires, etc. of up to one-half cubic yard. The Community Development Director or their designee shall determine whether contractor is entitled to additional compensation for the removal and disposal of any extraneous contents of negligible value found within a vehicle to be removed by Contractor. Such extraneous contents may include, but are not limited to, over-sized tires (16.5" or larger), garbage, trash, hazardous materials, appliances, and other refuse.

TERMINATION. This Contract may be terminated as follows:

- A. By mutual consent of both parties; or
- B. By either party upon thirty (30) days written notice to the other party; or
- C. If CONTRACTOR'S storage facility no longer complies with local land use laws.

**INVITATION FOR BID #17-06
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Upon termination, COUNTY shall pay CONTRACTOR for all services satisfactorily completed by CONTRACTOR prior to the effective date of said termination. Compensation shall be paid within thirty (30) days after receipt by COUNTY of CONTRACTOR'S itemized statement(s) under the conditions described in Section 13; Additional Terms and Conditions; TERMINATION. Termination shall have no effect upon the rights and obligations of the parties pursuant to the terms of this Contract which arise prior to the termination date.

DEFAULT AND REMEDIES. All covenants and promises herein are deemed conditions to this Contract and should CONTRACTOR default in the performance of any covenant, promise, or condition in this Contract and the default is not cured by CONTRACTOR within thirty (30) days after written notice of the default by COUNTY, then COUNTY may terminate this Contract without further notice and is entitled to any and all remedies available to it in law and equity.

INDEMNIFICATION-HOLD HARMLESS. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or resulting from or in any way alleged to arise out of, or resulting from or in any way connected with CONTRACTOR'S operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of the COUNTY.

ASSIGNMENT. CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due CONTRACTOR from COUNTY under this Contract may be assigned by CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to COUNTY. Any attempt at assignment of rights under this Contract, except for those specifically consented to by both parties or as stated above, shall be void.

INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

MODIFICATION. This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Community Development Director or his designee.

NONDISCRIMINATION IN EMPLOYMENT. In the performance of the work authorized under this Agreement, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

INTEREST OF CONTRACTOR. CONTRACTOR hereby covenants that he has, at the time of the execution of this Contract, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Contract. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed

SEVERABILITY. If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

NOTICES. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the addresses provided in the contract, unless such addresses are changed by notice, in writing, to the other party:

**INVITATION FOR BID #17-06
ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES**

COST PROPOSAL – South Section 2, Back up for North Section 1

VEHICLE ABATEMENT

1. Vehicles and trucks (passenger cars and pickup trucks) under one ton capacity
\$ 150⁰⁰ per vehicle

2. Vehicles over one ton capacity (commercial vehicles): Cost per vehicle shall be negotiated prior to tow

3. Motor Homes \$ _____ per linear foot

4. Travel Trailers \$ _____ per linear foot

5. Boats with Trailers \$ _____ per linear foot

6. Boats without trailers \$ _____ per linear foot

7. Off-road recovery costs \$ 150⁰⁰ per hour

NOTE: For any equipment that is charged at an hourly rate, the rate to be charged shall start at the time of arrival at the job site.

PRICING FOR SPECIAL EQUIPMENT:

- | | | |
|----|--|----------|
| 1. | Winches (per hour) | \$ _____ |
| 2. | Special Cables (per hour) | \$ _____ |
| 3. | 4 X 4 Vehicle (cost per hour of operation) | \$ _____ |
| 4. | Other equipment (please list)
<u>attach additional sheet if necessary</u> | |
| | _____ | \$ _____ |
| | _____ | \$ _____ |
| | _____ | \$ _____ |

INVITATION FOR BID #17-06
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CERTIFICATIONS

I, MICHAEL D. ROSE, a duly authorized agent of, KELSEYVILLE AUTO SALV + TOW
Printed Name of Agent/Officer Name of Organization

hereby certify that KELSEYVILLE AUTO SALV. + TOW, by submission of this proposal in
Name of Organization
response to the Request for Bid, agree upon contract award, to carry out the
requirements specified and obligations set forth therein.

Each bidder, by submitting this bid response, certifies that it is not a party to any collusive action to fix prices

Signature Michael Rose Date 6-13-17
Title of Agent/Officer OWNER - OPERATOR

KELSEYVILLE AUTO
SALVAGE & TOWING
7666 Hwy 29
Kelseyville CA 96451
707-278-2123