

AGREEMENT FOR ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

THIS AGREEMENT, by and between the COUNTY of Lake, hereinafter "COUNTY" and **Kelseyville Auto Salvage and Towing** hereinafter, "CONTRACTOR" is entered into this ____ day of _____, 2020, and is effective _____

RECITALS

WHEREAS, COUNTY is in need of collection, transportation, storage, and disposal of abandoned and/or inoperative vehicles, parts or boats as part of the Lake County Abandoned Vehicle Abatement Program in the unincorporated areas of Lake County; and

WHEREAS, CONTRACTOR is a licensed CONTRACTOR in the State of California and is qualified and willing to provide said services.

WHEREAS, on or about April 23, 2020, the County of Lake Community Development Department (CDD) – Code Enforcement Division invited sealed proposals (hereafter referred to as RFP) from licensed, experienced and qualified tow companies for the collection, transportation, storage, and disposal of abandoned and/or inoperative vehicles, parts or boats as part of the Lake County Abandoned Vehicle Abatement Program in the unincorporated areas of Lake County; and

WHEREAS, on or about May 21, 2020, the County of Lake Community Development Department (CDD) – Code Enforcement Division received and reviewed sealed proposals from Kelseyville Auto Salvage and Towing, and Jones Towing, licensed, experienced and qualified tow companies based on the County of Lake; and

WHEREAS, the CDD reviewed said proposals, and found proposals to be sound responses to the request for proposal process; and

WHEREAS, the parties now desire to enter into this contract to be dated August 11, 2020, memorializing the parties agreement and incorporating additional terms set forth in this agreement;

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

I.

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR is to abate COUNTY identified vehicles and vessels including but not limited to the following:

- 1.1 Contractor to furnish all personnel, appropriate equipment and services necessary to collect, transport, store and dispose of abandoned and/or inoperative vehicles, or parts from the contracted service area(s).

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- 1.2 Contractor shall provide these services in the service area(s), as delineated on the Service Area Map, which is attached as Exhibit A.
- 1.3 Contractor shall provide these services as delineated on the Cost Proposal, which is attached as Exhibit B
- 1.4 Services shall be provided on an "as requested" basis.
- 1.5 Contractor shall provide these services only upon written authorization by County. For vehicles on the state highways, written authorization from the California Highway Patrol is also required.
- 1.6 Contractor shall be available for service Monday through Friday, 8:00 a.m. – 5:00 p.m.
- 1.7 Contractor shall make reasonable effort not to damage vehicles as a result of towing pursuant to the scope of work.
- 1.8 Contractors shall remove parts as requested with compensation paid to the Contractor at the hourly rate as outlined in the attached Cost Proposal. This applies to parts that are less than a vehicle body or chassis. If a tow is expected to exceed the agreed upon rate the Contractor is to immediately notify CDD staff, and tow said vehicle/vessel only after written approval is provided by CDD staff.
- 1.9 Contractor shall remove those abandoned vehicles or parts as requested to a storage facility operated by the Contractor, where the vehicle shall be stored in a specifically designated and secure areas for 15 days (or pursuant to the California Vehicle Code requirements) prior to disposal. All abandoned vehicles or parts removed pursuant to the scope of work shall be disposed of pursuant to California Vehicle Code requirements.
- 1.10 Contractor shall assume all costs of vehicle storage and disposal.
- 1.11 Contractor shall provide for adequate security of vehicles and property during storage when applicable. Receipt shall be provided in the stored vehicle, with copy to County and the California Highway Patrol area office, whenever property is removed from the stored vehicle.
- 1.12 Contractor shall conduct vehicle storage and disposal pursuant to the scope of work only in locations approved for such use by the land use jurisdiction.
- 1.13 Contractor shall remove abandoned vehicles located on County roads and State Highways within 24 hours of receipt of written authorization.
- 1.14 Contractor shall remove abandoned vehicles from private or public property as soon as possible and no later than 10 working days after receipt by Contractor of a written tow authorization.
- 1.15 Contractor shall forward the necessary disposal authorization forms provided by a public agency to any auto wrecking yard any time a vehicle that has been removed pursuant to the scope of work is transported to a wrecking yard for disposal. Contractor shall process disposal authorization forms according to California Vehicle Code and Department of Motor Vehicle (DMV) requirements.

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- 1.16 Contractor shall provide to County a copy of any written tow authorization issued by the California Highway Patrol immediately after the removal of an abandoned vehicle pursuant to this agreement.
- 1.17 Contractor shall maintain tow vehicles in compliance with the provisions of the California Vehicle Code and the Revenue and Taxation Code.
- 1.18 Contractor shall include in its records a description of the vehicle, the authority for removal, and the date, time, and location of removal.
- 1.19 Contractor shall immediately notify County by telephone, fax or electronic mail of any vehicles Contractor removes pursuant to the scope of work or any vehicles that Contractor does not remove for any reason. Contractor shall provide the vehicle make, license, and case number for each notification.
- 1.20 When applicable, Contractor's employee(s) shall be properly licensed in accordance with Section 12804 of the California Vehicle Code.
- 1.21 Contractor shall release from storage only those abandoned vehicles that have written authorization for release issued to a vehicle owner by County or a public agency. Contractor may charge a vehicle owner customary daily storage fees only upon such written authorization to release.
- 1.22 Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.
- 1.23 It shall be the responsibility of the Contractor to notify and educate its employees of the scope of work and ensure proper discharge of their duties.
- 1.24 Contractor shall provide invoicing to CDD staff on a monthly basis.
- 1.25 Contractor shall provide a monthly report to CDD Staff which includes but is not limited to the following:
 - Total number of vehicles and/or vessels towed for that month
 - Total Dollar Amount of towing/abatement services
 - Average length of time to tow/abatement after written authorization received

Liability. CONTRACTOR will assume all liability for and all towing/abatement services completed. CONTRACTOR shall maintain general liability insurance in the amount of at least one million dollars (\$1,000,000). Respondent 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 connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely

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by the negligence of County.

Permits. CONTRACTOR will be responsible for obtaining all required permits as applicable.

Emergency Response. CONTRACTOR will be responsible for any related hazardous materials release relating to towing/abatement services. CONTRACTOR shall notify the COUNTY immediately if any toxic or hazardous wastes are discovered during operations related to towing/abatement.

License. CONTRACTOR shall be appropriately licensed with the California Contractor's State License Board and with California Tow Truck Association and shall maintain such license while providing services for the COUNTY.

Timeliness. CONTRACTOR will be expected to complete all services in a timely manner after receiving written authorization.

Prevailing Wage: Performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. CONTRACTOR shall comply with the provisions thereof at the commencement of Services to be provided

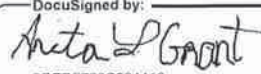
herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract.

CONTRACTOR and all subcontractors must comply with the requirements of Labor Code Section 1771.1 (a) pertaining to registration of CONTRACTOR'S pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract. Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each CONTRACTOR and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

II. COUNTY'S RESPONSIBILITIES

COUNTY shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

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DocuSigned by:

20EBF728C904419

III. TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on **July 31, 2021**, unless earlier terminated as hereinafter provided.

IV. COMPENSATION

CONTRACTOR has been selected by COUNTY to provide services described in Section I of this Agreement that shall not exceed the agreed upon amount of 10,000 per year, not to exceed a total of \$10,000 over the one (1) year contract term, based on written authorization prior to towing/abatement services and the Cost Proposal Attached as Exhibit B

The COUNTY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wages in effect at the time of the execution of this Agreement. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his bid price, and will not under any circumstances be considered as a basis of a claim against the COUNTY relative to this Agreement.

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work set forth herein and for every act and neglect of the COUNTY and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from obligations under this Contract or the Payment Bond.

V. DUE PERFORMANCE - DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or

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so elects in a subsequent written notice after the time to cure has expired.

VI. **TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY upon (10) days written notice to CONTRACTOR.

Upon termination prior to the full and satisfactory completion of CONTRACTOR's performance under this Agreement, COUNTY shall not be liable to pay CONTRACTOR the total compensation set forth in provision II of this Agreement, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this Agreement.

VII. **INSURANCE**

CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, 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 thirty (30) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

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

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONTRACTOR and prior to commencement of work hereunder.

A. **Compensation Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's **own** expense during the term hereof, Workers Compensation Insurance and Employers Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONTRACTOR shall require subcontractor similarly to provide Employers Liability Insurance and 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 and Employers Liability Insurance. Employers Liability Insurance shall be in an amount not less than One Million Dollars

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(\$1,000,000.00) per occurrence.

B. **Commercial General Liability.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage's: Personal and advertising injury, Premises, operations, Products and completed operations, 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 not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

D. **Professional Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONTRACTOR, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a claims made form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

E. **Subcontractors.** CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverage's for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONTRACTOR described with particularity herein below.

F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers officials employees, agents and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used. All coverage available to the CONTRACTOR shall also be available and applicable to the COUNTY. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the

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COUNTY. CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

G. Other Insurance Provisions. For any claims related to the work performed under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONTRACTOR under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than a Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a Claims Made, rather than an occurrence form, CONTRACTOR agrees to maintain required coverage for a period of three years after the expiration of this Agreement. CONTRACTOR may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this

Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by

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CONTRACTOR under this Agreement.

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 connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

IX. **CONTRACTOR'S WARRANTIES**

CONTRACTOR hereby makes the following representations and warranties:

- A. **Standard of Care.** CONTRACTOR represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONTRACTOR or designated subcontractors, in a manner according to generally accepted practices of the licensed contracting profession, including but not limited to the California Tow Truck Association.
- B. **Non-Discrimination 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.

- C. **Adherence to Applicable Disability Law.** CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. **HIPAA Compliance.** CONTRACTOR will adhere to Titles 9 and 22 and all other

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applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

- E. **Safety Responsibilities.** CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONTRACTOR agrees that in the performance of work under this Agreement, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. **Interest of CONTRACTOR.** CONTRACTOR hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, 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 under this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **DIR Registration (Projects in excess of \$25,000).** CONTRACTOR is in compliance with Registration requirements promulgated by the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5, as amended.

X.

ASSIGNMENT

CONTRACTOR shall not assign any interest in this Agreement 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 the CONTRACTOR from COUNTY under

this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XI.

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.

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

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of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XII. MODIFICATION

This Agreement may only be modified by a written amendment thereto, 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 Interim Community Development Department Director.

XIII. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, 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.

XIV. RECORDS - AUDIT

CONTRACTOR shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids [if applicable], all income, and expenditures. These documents and records shall be retained by CONTRACTOR for at least five (5) years from the completion of this Agreement. CONTRACTOR will permit COUNTY to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of

any business entities controlled by CONTRACTOR who participated in this Agreement.

An audit may be conducted on CONTRACTOR's premises, or at COUNTY's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days of CONTRACTOR's receipt of written notice to do so from the COUNTY.

CONTRACTOR shall refund any moneys erroneously charged.

XV. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake COUNTY, California.

CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.

XVI. RESIDENCY

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All independent CONTRACTOR's providing services to COUNTY for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

XVII. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XIX. SEVERABILITY

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

X. NOTICES

All notices that are required to be given by one party to the other under this Agreement 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 the 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
255 North Forbes Street
Lakeport, California 95453
Attn: Scott De Leon, Interim Community Development
Director

Kelseyville Auto Salvage and Towing
7666 HWY 29
Kelseyville, CA 95451
707-279-2123

XXI. ADDITIONAL PROVISIONS

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

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matter of this Agreement.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

By: _____

CHAIR, Board of Supervisors

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors


By: _____

CONTRACTOR

By:  _____

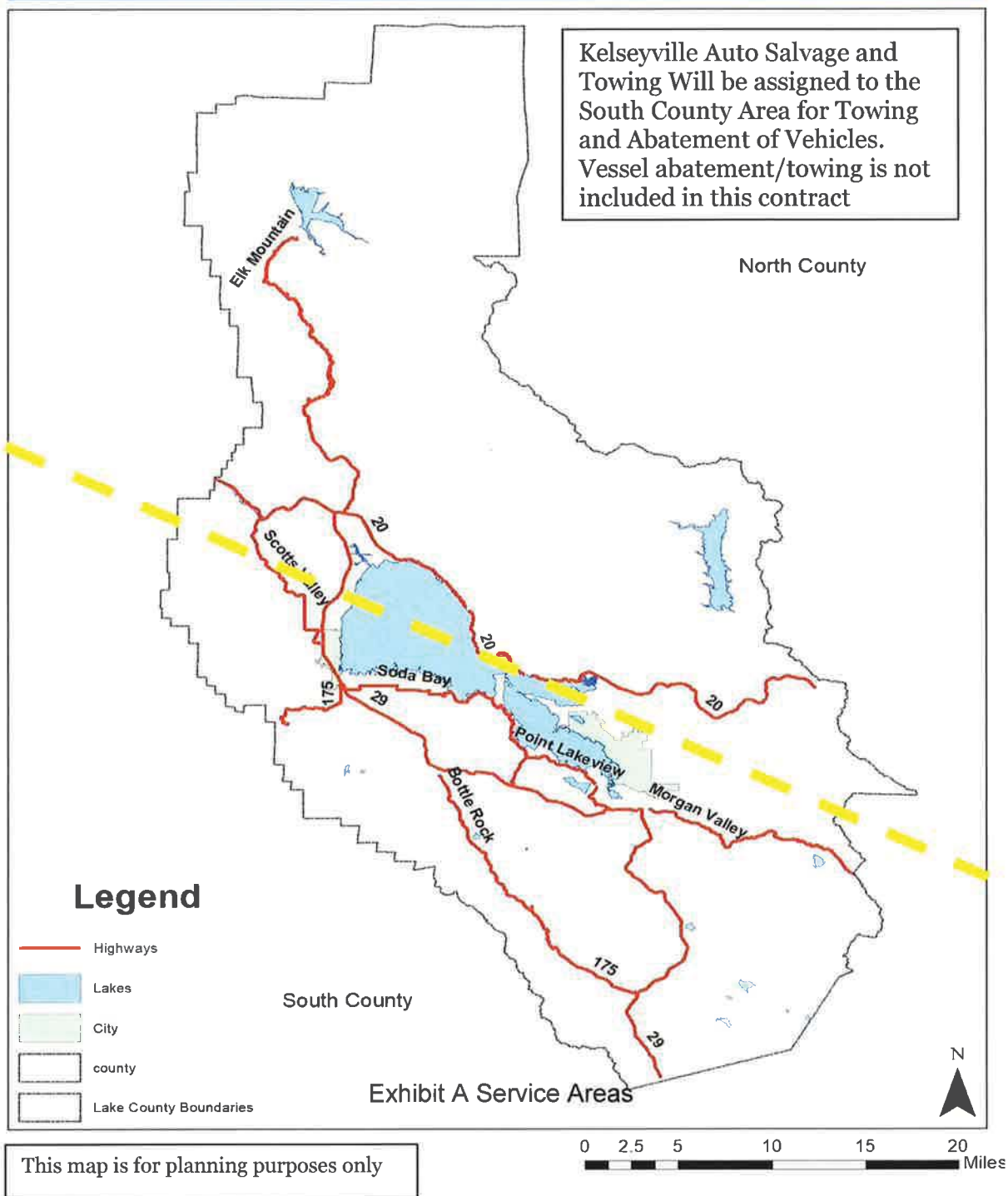
Kelseyville Auto Salvage and
Towing

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

DocuSigned by:

By: _____
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ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

Exhibit A Service Area Map



ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

Exhibit A

North Section

Areas North of Martin St, Lakeport within County jurisdiction through to North of HWY 20/HWY 53 Interchange. To include but is not limited:

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

South Section

Areas South of Martin St, Lakeport within County jurisdiction through to South of HWY 20/HWY 53 Interchange. To include but is not limited:

- South Lakeport Within County Jurisdiction
- Kinley
- Kelseyville
- Rivas: Clearlake, Riviera West, Riviera Heights
- Lock Lomond
- Cobb
- Lower Lake
- Middletown
- Hidden Valley Lake
- Clearlake Park

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Exhibit B Cost Proposal SOUTH AREA

**Kelseyville Auto Salvage and Towing will be Assigned to the South County
Portion of Lake County**

**Services will be provided at the following agreed upon rates based on
written authorization provided by County CDD Staff**

VEHICLE ABATEMENT	RATE/COST	EXCEPTIONS/ COMMENTS
Flat Rate per vehicle (under 1 ton)	\$150.00 per vehicle	Disposal of Trash to be subject to written agreement and pricing with County Staff
Hourly Rate for "difficult Tows"	\$75 hourly	
Hourly Rate for Off-Road Recovery	\$100 hourly	
Type (e.g. slide-bed, sling-bed) of tow truck in fleet	Three (3) F450 One (1) C600	
Excess tire disposal charge for passenger vehicle tires	\$6 per tire	
Excess tire disposal charge for large truck tires	\$25 per tire	
DISPOSAL CHARGE FOR EACH OF THE FOLLOWING VEHICLES:		
Recreation Vehicle (less than 50 Ft.)	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
Commercial Vehicle (over 1 ton)	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
Buses	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
Mobile Homes	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
Boats with Trailers	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
Boats without Trailers	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
PRICING FOR SPECIAL EQUIPMENT:		

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Winches	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
Special Cables	N/A	CONTRACT DOES NOT INCLUDE THESE SERVICES
4 x 4 Vehicle (cost per hour of operation)	n/a	CONTRACT DOES NOT INCLUDE THESE SERVICES
Other Specialized Equipment Forklifts Extractors Flat Trailers/Car Crusher	\$100/hr	Only to be used after express written authorization of County

*"Difficult Tows" are those tows e.g. vehicles over the bank. This price will negotiated on a case by case basis

LIST STORAGE YARD LOCATION(S):
7666 HWY 29 Kelseyville CA 955451

TRASH AND DISPOSAL METHOD FOR VEHICLES UNDER 1 TON

1. Trash is disposed of In-house. KAS uses a dumpster contract with South Lake Refuse with Service for Weekly Pickup.
2. Tires are Disposed onsite or with weekly pick up service

TRASH AND DISPOSAL METHOD FOR VEHICLES OVER 1 TON

This is not included in the contract.

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EXHIBIT C SCOPE OF WORK

- 1.1 Contractor to furnish all personnel, appropriate equipment and services necessary to collect, transport, store and dispose of abandoned and/or inoperative vehicles, parts or vessels from the contracted service area(s).
- 1.2 Contractor shall provide these services in the service area(s), as delineated on the Service Area Map, which is attached as Exhibit A.
 - 1.2.1.1.1 Kelseyville Salvage and Auto Towing will be Assigned to the South Area
 - 1.2.1.1.2 Kelseyville Salvage and Auto Towing will provide vehicle abatement for South County
- 1.3 Contractor shall provide these services at the rates as delineated on the Cost Proposal, which is attached as Exhibit B
- 1.4 Services shall be provided on an "as requested" basis.
- 1.5 Contractor shall provide these services only upon written authorization by County. For vehicles on the state highways, written authorization from the California Highway Patrol is also required.
- 1.6 Contractor shall be available for service Monday through Friday, 8:00 a.m. – 5:00 p.m.
- 1.7 Contractor shall make reasonable effort not to damage vehicles as a result of towing pursuant to the scope of work.
- 1.8 Contractors shall remove parts as requested with compensation paid to the Contractor at the hourly rate as outlined in the attached Cost Proposal. This applies to parts that are less than a vehicle body or chassis. If a tow is expected to exceed the agreed upon rate the Contractor is to immediately notify CDD staff, and tow said vehicle only after written approval is provided by CDD staff.
- 1.9 Contractor shall remove those abandoned vehicles or parts as requested to a storage facility operated by the Contractor, where the vehicle shall be stored in a specifically designated and secure areas for 15 days (or pursuant to the California Vehicle Code requirements) prior to disposal. All abandoned vehicles or parts removed pursuant to the scope of work shall be disposed of pursuant to California Vehicle Code requirements.
- 1.10 Contractor shall assume all costs of vehicle storage and disposal.
- 1.11 Contractor shall provide for adequate security of vehicles and property during storage when applicable. Receipt shall be provided in the stored vehicle, with copy to County and the California Highway Patrol area office, whenever property is removed from the stored vehicle.
- 1.12 Contractor shall conduct vehicle storage and disposal pursuant to the scope of work only in locations approved for such use by the land use jurisdiction.
- 1.13 Contractor shall remove abandoned vehicles located on County roads and State Highways within 24 hours of receipt of written authorization.

ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

- 1.14 Contractor shall remove abandoned vehicles from private or public property as soon as possible and no later than 10 working days after receipt by Contractor of a written tow authorization.
- 1.15 Contractor shall forward the necessary disposal authorization forms provided by a public agency to any auto wrecking yard any time a vehicle that has been removed pursuant to the scope of work is transported to a wrecking yard for disposal. Contractor shall process disposal authorization forms according to California Vehicle Code and Department of Motor Vehicle (DMV) requirements.
- 1.16 Contractor shall provide to County a copy of any written tow authorization issued by the California Highway Patrol immediately after the removal of an abandoned vehicle pursuant to this agreement.
- 1.17 Contractor shall maintain tow vehicles in compliance with the provisions of the California Vehicle Code and the Revenue and Taxation Code.
- 1.18 Contractor shall include in its records a description of the vehicle, the authority for removal, and the date, time, and location of removal.
- 1.19 Contractor shall immediately notify County by telephone, fax or electronic mail of any vehicles Contractor removes pursuant to the scope of work or any vehicles that Contractor does not remove for any reason. Contractor shall provide the vehicle make, license, and case number for each notification.
- 1.20 When applicable, Contractor's employee(s) shall be properly licensed in accordance with Section 12804 of the California Vehicle Code.
- 1.21 Contractor shall release from storage only those abandoned vehicles that have written authorization for release issued to a vehicle owner by County or a public agency. Contractor may charge a vehicle owner customary daily storage fees only upon such written authorization to release.
- 1.22 Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.
- 1.23 It shall be the responsibility of the Contractor to notify and educate its employees of the scope of work and ensure proper discharge of their duties.
- 1.24 Contractor shall provide invoicing to CDD staff on a monthly basis.
- 1.25 Contractor shall provide a monthly report to CDD Staff which includes but is not limited to the following:
 - Total number of vehicles and/or vessels towed for that month
 - Total Dollar Amount of towing/abatement services
 - Average length of time to tow/abatement after written authorization received

