PROJECT NAME: Code On-Call Tow Rotation Services
AGREEMENT TERM: Five Years. Contract #PRC002641
AUTHORIZED RENEWALS:
DEPARTMENT: Community Development Department
DIVISION: Neighborhood Compliance

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT
LESS THAN $25,000

THIS AGREEMENT is made at Sacramento, California, as of _January 1, 2024___, ("Effective Date"), by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Mickey Maguire DBA A1 Towing
7825 Cucamonga Avenue, Sacramento, CA 95826
(916) 531-5720/a1towingoffice@gmail.com

("CONTRACTOR"), who agree as follows:

1. **Agreement.** This Agreement consists of this document, the General Provisions for Nonprofessional Services,* and each of the following documents in effect as of the Effective Date of this Agreement, which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   Contractor's Bid Proposal Form
   Technical Specifications
   Local Business Enterprise (LBE) Preference Program Requirements*

   Items highlighted with an asterisk (*) within this agreement can be viewed at http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements.

2. **Services.** CONTRACTOR shall provide to CITY the following services at the time, place, and in the manner specified below.

   The services shall be as set forth in Exhibit A, attached hereto and incorporated herein.

3. **Time of Performance.**

   The Services shall be provided through December 31, 2028.

4. **Payment.** CITY shall pay CONTRACTOR for the services specified in Section 2 above at the times and in the manner set forth in Section 19 of the General Provisions. Payment to CONTRACTOR under this Agreement shall not to exceed the total amount of $___0_____.

5. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the following requirements:

A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No._____
Subcontractor name: _____ DIR No. _____
Subcontractor name: _____ DIR No. _____

Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.

6. **Representatives.**

The CITY Representative for this Agreement is:

Monica Duncan/Administrative Analyst
300 Richards Blvd, Sacramento, CA 95811
916-808-8025/mduncan@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Mickey Maguire/Owner
7825 Cucamonga Avenue, Sacramento, CA 95826
(916) 531-5720/a1towingoffice@gmail.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

7. **Facilities and Equipment.** Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below.

CITY shall [*check one*] _X__ Not furnish any facilities or equipment for this Agreement; or

___ Furnish the following facilities or equipment for the Agreement. [*List, if applicable.*]

8. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 8.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the

requirements of this Section 8 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she has accessed and read all agreement documents and is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of the Agreement's obligations.

Executed as of the date first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____
For: Howard Chan, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Exhibits

CONTRACTOR

Mickey Maguire DBA A1 Towing
NAME OF FIRM

_____
Federal I.D. No.

_____
State I.D. No.

_____
City Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor
_____ Corp. (may require 2 signatures)
_____ Limited Liability Company
_____ Partnership
_____ Other (*specify* _____)

_____
Signature of Authorized Person

_____
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

Attachment 1 to Exhibit A

SCOPE OF WORK

1. DESCRIPTION OF TERMS

A. Abandoned Vehicle – Vehicle left upon a highway or upon public or private property per CVC 22523 and towed under authority CVC 22669.

B. Base Services – Any service or tow which is performed when the vehicle operator or agent is present, and the vehicle is not stored at the direction of an officer.

C. Chief of Code and Housing – For the purpose of this contract, the Chief of Code and Housing of the City of Sacramento Community Development Department shall refer to him/her or a designee.

D. Certificate of Secretary – A document that authorizes someone to sign legal contracts on behalf of a corporation. This Certificate is normally signed by the corporate secretary.

E. City – City of Sacramento

F. Contractor – The company with which a contract is established to provide the services described in the RFQ.

G. Load Salvage Operations – Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will usually be limited to operations involving Class B, C, and D tow trucks.

H. Portal to Portal – Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures.

Examples:

- 4X4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment;
- Reasonable to charge for cleaning burn debris from carrier bed;
- Car towed leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.

For this Contract, "Portal to Portal" shall also mean "Portal to End of Service."

I. Possession – Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.

J. Applicant – A firm which proposes to provide towing services as described in the RFQ.

K. Public Safety Response – A response which results in storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.

L. Response Time – The period of time from a Contractor's notification by the City of Sacramento's designated employee to the arrival of the tow truck at the location requested.

M. Retail Rate – The customary rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

N. Operations – Those towing/recovery procedures which require Class C or D tow trucks and/or unique equipment. Examples of unique equipment include, but are not limited to forklifts, low beds, air bags, special dollies and trailers, fuel pump off systems, helicopters, etc.

O. Suspension – The temporary removal of a Contractor from the rotation list for a specific period during the term of the Tow Services Contract. See Non-Professional Services Agreement.

P. Termination – The permanent removal of a Contractor from the rotation list for the remainder of the term of the Tow Services Contract. See Non-Professional Services Agreement.

Q. Tow Review Committee – A committee of three (3) persons to be appointed by the Chief of Code and Housing to hear appeals of discipline imposed pursuant to this contract. The committee shall consist of one member of the Sacramento Community Development Department, one member of the public who is not affiliated with any tow company, and one Contractor from the Tow Services Contract who is not in the same tow district as the subject of discipline.

R. Tow Sweeps – The marking for tow and/or abatement of vehicles previously marked for tow from city streets and/or private property in a specific geographical location. Tow Sweeps may be conducted during both regular business hours and/or weekends.

S. Tow Truck – As defined in Section 615 of the California Vehicle Code, a vehicle which includes slide back carriers and wheel lift vehicles. A "trailer for hire" shall not be approved for listing as a Class A tow truck.

T. Vehicle Recovery Operation – An operation involving the process of up-righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of

auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class C, or D tow truck(s).

2. RATES, CHARGES AND FEES

A. Towing and Storage Rates - Effective January 1, 2024, the maximum rates charged, and the fee paid to the CITY in connection with any event pursuant to this Agreement, are as follows:

1. For class A and B tows, the Contractor will charge the vehicle owners no more than the rate of $235.00 per tow, on Community Development Department response calls with a one hour minimum. Charges of more than one hour will be charged in no more than one (1) minute increments.

2. The total fees charged for after-hours release shall be no more than one-half (1/2) the current hourly rate of $235.00 per hour and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.

   Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle in placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.

3. Storage fees for passenger vehicles, vans, and light trucks shall be no more than $60.00 per day. Operators will store vehicles inside if specifically requested to do so by the Police Department or the owner of the vehicle.

4. Fees listed above, plus lien processing fees described in the California Vehicle Code, proposed/actual non-skilled contract labor, special equipment (For class C and D tows only) and rental/skilled labor markup are the only fees allowed. Additive fees for postage, cleanup, lockout, use of dolly, etc. are not authorized.

B. Storage – Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.

C. Contractor Billing and Rates – The Contractor shall bill the registered owner of the vehicle towed by the Contractor in accordance with the Tow Services Contract. No vehicle towing or storage charges shall be charged until the vehicle is hooked up to the tow truck AND in transit.

D. How Tow Rates are Charged – The Contractor shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

E. Services Performed – The Contractor shall charge for services pursuant to the agreed-upon rate schedule. Whenever services are requested, which are not covered by the Tow Services Contract, the Contractor shall advise the CITY or the requesting party of the estimated cost of the service before it is performed.

F. Overcharging – Overcharging for any tow services shall be cause for suspension. The suspension will remain in effect until the Contractor has presented proof to the Chief of Police that reimbursement(s) have been made to the aggrieved customer(s). In addition, the Contractor shall be assessed a penalty of $100 for each instance of an overcharge. Three (3) violations of this section within any twelve (12) continuous months shall result in up to a thirty (30) day suspension from the tow list.

G. Invalid Tow - In the case of an invalid tow or similar instance where the Sacramento Community Development Department elects to pay for the towing and storage of a vehicle, the Contractor will bill the Department and not require pre-payment by the vehicle owner before releasing the vehicle. The maximum chargeable fee will be the current contracted tow fee, 5 days of storage, and Lien Processing fee.

H. Required Vehicle Hold: In case of a required litigation hold or similar instance where the Sacramento Community Development Department is required to hold the vehicle, pending litigation or court order, If Community Development elects to pay for the towing and storage of a vehicle, the Contractor will bill the Department and not require pre-payment by the vehicle owner before releasing the vehicle if needed. The maximum chargeable fee will be the current contracted tow fee, 5 days of storage, and Lien Processing fee. If the City releases the vehicle to the tow company to follow their normal lien or destruction process the maximum chargeable fee no matter how long the vehicle was stored will be the normal tow fee and five days of storage. Invoices for payment must be received and submitted to the City of Sacramento within 30 days of service to receive payment from the Community Development Department. The City shall be notified and approve any delays in invoicing. The CITY may refuse payment of invoices submitted past the allowable time period.

3. SPECIAL OPERATIONS

A. Class C or D Operations – Class C or D Operations (heavy duty tow operations) shall be contracted under a separate agreement.

B. Evidence Impound Tow - The CITY has only one (1) Contractor for evidence-impound tows and no other rotation tow Contractor should maintain custody over vehicles that constitute evidence, at any time. If an officer impounds a vehicle for evidence and a rotational tow is dispatched. If this happens, it is the responsibility of the Contractor to ensure compliance with section 22655.5 of the California Vehicle code.

If it is determined that a vehicle is to be retrieved for any evidence purpose, the evidence impound tow company will respond immediately to pick up the vehicle, 24 hours a day / 7 days a week, from any rotation tow company covered by this contract.

Nothing shall prohibit the original tow company from allowing the immediate pick-up of any vehicle that has been changed to evidence impound. All associated tow fees incurred at the

original tow company will remain with that company. The evidence impound tow company shall not be responsible for advance payment of any fees to the original rotation tow company.

Once the evidence impound is concluded, the vehicle shall be released to the original tow company and their fees resume from that date forward. It is the originating tow companies' discretion to accept delivery of the vehicle after the evidence impound is concluded. If delivery is declined, all tow fees associated with the original tow are forfeited and the vehicle remains with the evidence impound tow company.

C. Tow Sweeps– The Sacramento Community Development Department will notify the contractor of the date the Tow Sweep will be held in their tow district. The contractor will be notified with the date and time frame of such activity via email or by telephone.

4. FACILITY REQUIREMENTS

A. Primary Business Office and Storage Yard Locations – The Contractor shall maintain its primary storage yard within the Sacramento City Limits. Nothing in this section will prohibit a Contractor from operating a secondary storage facility approved by the Sacramento Community Development Department within two (2) air miles of the closest Sacramento City boundary, providing the Contractor provides transportation, at no cost, to any secondary facilities for vehicle releases. Vehicles are to be towed to a primary location. Only overflow vehicles which are

unlikely to be claimed by their owners are to be towed to a secondary location. As space opens up at the primary yard, all vehicles that are likely to be released will be moved to that location from any secondary storage yards, priority will be given to all theft recovery vehicles. The Contractor may not impose any additional fees or charges for storage at a secondary location.

(1) Code Compliance - In addition to the provisions herein, the primary location shall comply with all Sacramento City Codes - Title 17.228.107 Towing Service/Vehicle Storage Yard and Title 17.612.020 Paving requirements.

Compliance must be shown through completion and passing of an onsite inspection arranged through Sacramento City Code Enforcement. Secondary storage facilities located outside of CITY limits shall meet the same standards as those subject to the City of

Sacramento Code and possess' permits, licenses and certificates as required by the municipality where the facility is located. Any secondary storage yards must be inspected and on file with the Tow Administrator.

(2) Address Change Notification - The Contractor must notify the CITY of any change in his/her primary or secondary storage location or business office at least thirty (30) days in advance of the actual change in location. If the Contractor fails to provide proper written notice, he or she will be suspended from the Tow Services Contract until the new location is approved by the Sacramento Community Development Department. All new locations are subject to all facility requirements contained in this contract. Facility inspections may be conducted at any time for contract compliance.

(3) Proof of Occupancy - The Contractor shall provide the CITY with a copy of any lease, including any modifications or extensions, for Contractor's primary and secondary storage

locations(s) or business office(s), if applicable. In the event the property is owned outright, provide a copy of the most recent property tax bill. If the Contractor fails to provide a copy of any lease, modification, or extension, then he/she will be suspended from the tow services rotation until a copy is received by the CITY.

B. Physical Characteristics – The primary office shall be large enough to accommodate necessary personnel and administrative records. Contractor shall provide a public, permanent restroom facility, either unisex or separate, and a public indoor or covered outdoor waiting area to seat at least four (4) people. Restroom facilities shall be maintained in a functional, clean, and orderly fashion.

C. Public Safety – All adequate measures shall be taken to protect the safety of the public.

D. Access – The public shall have direct, unabated access to the inside of the office waiting area.

E. Capacity – The capacity of the primary location storage must total not less than twenty-five (25) accessible parking spaces for use in connection with this contract, measuring a minimum of eighteen (18) feet by ten (10) feet for each space, as described in City Code 18.08.050 (4,500 total square feet of storage).

F. Business Hours - Normal business hours shall not be less than 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following CITY recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

G. Signage – Contractor must meet the following signage requirements at all times.

(1) The Contractor shall display in plain view at all cashier stations, a sign as described in Section 3070 of the Civil Code:

a. Disclosing all towing and storage fees and other charges in force.

b. Disclosing the following information: "Any person being charged for a Lien Processing Fee is entitled to copies of the supporting documentation showing the lien processing completed as of that date."

(2) An operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night.

(3) The Contractor shall display in plain view and have available for handout upon request to any owner or operator of a towed or stored vehicle the Vehicle Owner Rights under VC Section 22651.07 Towing Fees and Access Notice.

H. Signage Handouts – Contractor shall have an adequate supply at all times of all required postings in English on 8.5" x 11" sheets of paper that is readily available to the public. These handouts will contain:

(1) The Contractor's name, address, and contact phone number on the top or a listing of all tow rotation companies on the backside with full contact information, and;

(2) All required postings of rates, fees, business hours and lien processes as stated in Scope of Work, Sections 4(F) and 4(G). This supply of handouts shall be placed out and available for the public to take with them at any time.

(3) Inadequate office or storage areas, employees, or equipment not meeting the requirements set forth in this Tow Services Contract shall result in up to a thirty (30) day suspension from the tow rotation on first and second offense and termination of this contract on third offense within any twelve (12) continuous months.

5. CONTRACTOR'S PERFORMANCE

A. The Contractor shall comply with all Federal, State, and local laws applicable to towing, storage and disposition of vehicles.

B. Assignment to a Tow District - Upon acceptance into the Tow Rotation Program, the CITY will assign a Contractor to one (1) of the two (2) following operational districts. During the term of the Tow Services Contract, the CITY shall continually evaluate the number of Contractors assigned to and the number of calls emanating from each district. The CITY may reassign any Contractor(s) to another district if the CITY determines that the reassignment is in the best interest of the CITY.

- North – District #1: Area north of US-50, west of Capital City Fwy/I-80 Bus E and north of the north bank of the American River.

- South – District #2: Area south of US-50, east of Capital City Fwy/I-80 Bus E and south of the south bank of the American River.

(1) The Contractor will be assigned, by the Code and Housing Enforcement Chief, to one (1) tow district only, depending on the number of qualified applicants received, and shall provide tow service within that district on a 24-hour, 7-days-per-week basis.

(2) One tow rotation list will be maintained by the Code Enforcement Department. Inclusion in the tow rotation list mandates that the Contractor shall meet all requirements set forth in the Scope of Work, Section 5. Contractors are prohibited from maintaining multiple 'spots or turns' on the same tow rotation list.

C. Response Time - The Contractor shall respond to all Class A & B requests for service from the Sacramento Community Development Department within thirty (30) minutes from the time it receives the call from the CITY Dispatcher. During peak hours between 0630-0930 hrs and 1530-1830 hrs, the Contractor shall respond to all Class A & B requests for service from City of Sacramento within 45 minutes.

In the event the Contractor fails to furnish a tow unit within the specified time period, the City of Sacramento may cancel the tow request and request a tow unit from another Contractor. When the tow is canceled, the Contractor shall forfeit his/her turn in that rotation. If the Contractor does not answer a call from the City of Sacramento for dispatch to a tow, the Contractor shall forfeit his/her turn in that rotation.

D. Inability to Dispatch Tow - If the Contractor is unable to dispatch a tow unit immediately upon receiving a call for service, the Contractor shall immediately inform the City of Sacramento, and the Contractor shall forfeit that turn of the rotation.

E. Passing on Vehicles - The Contractor shall tow and store all vehicles which the City of Sacramento requests that the Contractor remove from any location, private or public, provided the Contractor has the necessary equipment and the vehicle can be safely transported.

F. Safekeeping of Vehicles and Personal Property - The Contractor shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The Contractor is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles and shall take any and all precautions necessary with the safekeeping of all items associated with each tow.

Personal effects in the vehicle at the time of the tow shall be immediately released to the registered owner or authorized agent during normal business hours when he/she presents proper identification.

Contractor shall take any and all precautions necessary to maintain all towed vehicles in 'like' condition as they were received.

G. Subcontracting -The Contractor shall **not** authorize another Contractor or other person or company to tow a vehicle which has been assigned by the CITY to the original Contractor. Exceptions must be approved by the Tow Administrator with the Sacramento Community Development Department.

H. Towing of Assigned Vehicle - The Contractor shall not tow a vehicle which has been assigned to another Contractor by the City of Sacramento, except as expressly requested by an Officer, a CITY Dispatcher, or the Tow Hearing Officer. Responding to a call and towing or attempting to tow a vehicle to which the Contractor was not assigned shall result in up to a 30-day suspension from the tow rotation list on first offense and termination on second offense within any 12 continuous months.

I. Accident Assistance - The Contractor shall tow any vehicle or vehicles which have been assigned to another Contractor to the closest safe distance from the accident as directed by a Sacramento Community Development Department officer and shall not charge either the owner of the vehicle(s) or CITY for this service. The originally assigned Contractor will then assume the responsibility of towing the vehicle upon arrival at the scene.

J. Vehicle Inspection Assistance - The Contractor shall provide assistance, including, but not limited to, moving, or lifting towed vehicles, without additional charges. Theft recovery vehicles are to be stored in a secure facility and be easily accessible until cleared by the Auto Theft detail.

K. Inspection of Towed Vehicle VIN and License Plates - **Contractor shall inspect every tow on-scene prior to hooking up or within twenty-four (24) hours of each tow dispatch call to verify that the license plates and VIN (Vehicle Identification Number) on every vehicle or trailer matches the information documented by the Officer on the SPD-188 form**. If any variation or discrepancy exists, the Contractor will immediately notify the Officer on-scene or Code Enforcement dispatch, or the Community Development Department.

L. Holds Placed on Towed Vehicles - Contractor shall release any vehicle where a proper Sacramento Police Department release has been obtained or where directed by the California Vehicle Code.

If a 'verbal' advisement from the towing Officer is given to 'hold' the car and no valid tow authority authorizes this 'verbal hold', the Contractor shall immediately release such vehicle once a proper release is obtained from the Sacramento Community Development Department or as directed by the California Vehicle Code. Failure to meet the above requirements shall result in up to a thirty (30) day suspension from the tow rotation list and full financial responsibility for the tow and all storage fees for each violation.

M. Vehicle Release - Prior to releasing a vehicle to the registered owner or his/her agent, a release must be obtained from the Sacramento Police Department. for vehicles towed and/or stored pursuant to the following California Vehicle Code Sections:

- 22661 k Parked in excess of 72 hours
- 22669 a Parked-abandoned on street, highway or public right of way
- 22669 d Parked, major components missing
- 22661 o Registration expired more than 6 months and 1 day
- 22660 Removal from private property

Failure to meet the above requirements shall result in up to a thirty (30) day suspension from the tow rotation and full financial responsibility for the tow and all storage fees for each violation.

N. Lien Sales - Shall be the sole responsibility of the Contractor, and all such sales shall be conducted in accordance with applicable state law.

6. ABANDONDED VEHICLES

A. Abandoned Vehicles - Vehicles towed under California Vehicle Code 22669 shall occur during regular business hours (Monday-Friday 0700-1700 hours), unless the vehicle in question poses a hazard.

7. CONTRACTOR'S RECORDS

A. Contractor's Records - The Contractor shall maintain records of tow services furnished for all public agencies as well as all private persons or entities while participating in the Tow Services Contract, including those described below, at a minimum. Such records shall be retained for a period of three (3) years and shall be open to inspection during business hours immediately upon request by representatives of the CITY. Failure to make records, including insurance policies and complete financial and payroll data, available immediately upon request shall be grounds for immediate suspension or termination of the Tow Services Contract. At a minimum, records shall contain:

(1) Tow Services - The Contractor shall record the following information for every tow:

- Original or copy of the SPD-188 tow form.
- Name, address, and phone number of person, if available, whose vehicle was towed.
- VIN and license number, make, year, and model of each vehicle towed.
- Location from which the vehicle was towed.
- Name or employee number of driver assigned to said tow.
- Location to which vehicle was towed (if different from Contractor's primary storage facility.) and any and all subsequent location transfers or moves including dates and time of those moves.

- Reason for tow, whether impound, accident, stolen recovery, abandoned, etc., if available.
- Name of party to whom the vehicle was released.
- Method and date of payment.
- All fees and charges for said tow, showing specifically towing, storage, lien fees, etc.
- Any items of personal property released from any vehicle, including the date, time, and name of person receiving the items.
- Disposition of towed vehicles that are unclaimed.
- All proceeds from the sale of towed vehicles that are unclaimed.
- All documentation of purported claims relating to damage, theft, vandalism, other acts of negligence or damage from natural disasters as they relate to each involved vehicle, trailer or conveyance.
- Date and Time (by means of a computer or time stamp)
    - Date and time the request for tow is received.
    - Date and time a tow unit departs the tow facility (or residence of driver if after business hours).
    - Date and time the tow unit arrives at the Contractor's storage facility.
    - Date and time any contents are released.
    - Date and time of release of the vehicle.

(2) Lien Sale Data - The Contractor shall record the following information for every tow:

- Date the lien processing begins
- Date the notice of lien sale is mailed.
- Date and time of lien sale.
- Location of lien sale.
- Identification of purchaser.
- Monies received as a result of the lien sale.
- Amount of excess monies forwarded to the state.

(3) Personnel Records - All employees, drivers, both current and former shall have a secured personnel file at the primary business office that shall contain at a minimum, records related to their employment, training, benefits status, discipline, FMLA and leave requests, vacation requests and sick time records. Any additional personnel documentation needed to comply with this contract shall also be contained within these records.

A. DOJ Report Request - The Contractor shall comply with the California Vehicle Code in the immediate reporting of the removal and storage of any vehicles towed at the request of the CITY. Upon request, the Contractor shall immediately furnish the Sacramento Community Development Department with a copy of all reports which the Contractor is required to furnish the Department of Justice pursuant to the Vehicle Code.

B. Vehicle Status Report - Upon request, the Contractor shall immediately furnish the Sacramento Community Development Department with all reports showing the status of all vehicles towed by the Code

Enforcement Division. The report shall provide descriptions and identification of the vehicles, location of the vehicles, date of impounds, accrued charges, and date of release from impound.

C. Property Receipts - The Contractor shall furnish a receipt to the vehicle owner for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle involved, and the original receipt maintained with the Contractor's records.

8. TRUCK DRIVERS AND EQUIPMENT SPECIFICATIONS

A. Truck/Driver Availability - The Contractor must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles with a minimum of 10,000 GVWR meeting the tow truck specifications and having the equipment specified for a Class A tow truck, as set forth in Attachment E. This requirement can be met with either two (2) recovery/wheel lift trucks, or one (1) each recovery/wheel lift truck and one (1) flatbed carrier truck. The Contractor shall maintain and provide a current list of all Sacramento City qualified tow vehicles.

B. Tow Vehicle Permit - The Contractor shall use only tow vehicles that have been inspected by the City of Sacramento and have received a valid and current Tow Vehicle Permit. Additionally, each tow vehicle shall be certified by a state-licensed inspection facility or have received a certificate issued by the California Highway Patrol when responding to tow requests pursuant to this Tow Services Contract.

C. CHP Requirements - Each tow vehicle used for services under the Tow Services Contract shall comply with the provisions of the California Vehicle Code. Each tow truck will be equipped as provided in Attachment E, CHP Tow Truck inspection Guide – CHP 234B, at all times and must have the Contractor's company name clearly painted or in decal form on both sides of the tow

truck. Each tow vehicle must pass an annual CHP vehicle Inspection. See Attachment D, CHP Safety Net Driver/Vehicle Inspection Report – CHP 407F.

D. Tow Truck Driver - The Contractor shall ensure that tow truck drivers responding to calls initiated by the SPD are qualified and competent employees of his/her company.

The Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the tow rotation. Tow truck drivers shall be at least 18 years of age, hold a current and valid Sacramento City Tow Driver Permit and possess the following minimum class driver's license. CHP Certification is required.

- Class A Tow Truck – A valid Class C license, or a valid Class A license with valid medical certificate on file.
- Class B Tow Truck – A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate, on file, for regulated vehicles pursuant to Section 34500 CVC.
- Class C Tow Truck – A valid Class A license with valid medical certificate.
- Class D Tow Truck – A valid Class A license with valid medical certificate.
- The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargos.

E. Current List of Drivers - The Contractor shall maintain and provide a current list of his/her drivers to the Sacramento Community Development Department upon implementation of this contract. The Contractor shall notify the Community Development Department upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the

Community Development Department within (7) seven calendar days of any change in driver status. Contractors, shall at a minimum, maintain the following information for each driver:

- Full Name
- Date of Birth
- California driver's license number with expiration date
- Copy of valid medical certificate
- Tow drivers permit number with expiration date
- Job title/description
- Current home address
- Current home phone number
- Type(s) of truck(s) driver has been trained and instructed to operate.

F. Equipment Changes - The Contractor shall in writing or through electronic mail, immediately notify the Sacramento Community Development Department Tow Administration Office of any changes in or additions to tow trucks and other equipment, including deletions of trucks and equipment.

G. Employer Pull Notice Program – Pursuant to California Vehicle Code Section 1808.1All tow truck driver and contractors shall be enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice

Program. Upon the addition of new drivers, the Contractor will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program. Pull Notices shall be kept on file, signed, and dated by the

Contractor. The CITY may require the Contractor to provide copies of Pull Notice Reports. All drivers will maintain a valid City of Sacramento Tow Vehicle Driver Permit.

The Department of Motor Vehicles Employer Pull Notice Program can be viewed at:
https://www.dmv.ca.gov/portal/vehicle-industry-services/motor-carrier-services-mcs/employer-pull-notice-epn-program/

9. PROFESSIONAL DEMEANOR AND CONDUCT

A. Professional Demeanor and Conduct - At all times while participating in the Tow Services Contract, Contractor and Contractor's tow truck drivers and all other employees and any sub-Contractors shall conduct themselves in a courteous, honest and professional manner in all their dealings with the public and the CITY, its employees, and agents. The CITY may at any time conduct random customer service inquiries with citizens whose vehicles have been towed by any CITY Contractor. Negative responses shall result in further follow-up by the Tow Hearing Officer and possible administrative action against the offending Contractor.

As a tow operator for the City of Sacramento you will abide by the *California Tow Truck Association Code of Ethics.*

- To show my faith in the worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
- To provide the general public with the best possible service and to promote a sense of personal obligation to each individual.

- To comply with all federal, state, county, CITY laws and regulations.
- To aid my fellow industry man in time of need and not to do anything which might conceivably injure the reputation of my competitors.
- To seek success and to demand fair remuneration that is justly due but accept no profit at the price of my own self-respect lost because of unfair advantage taken or questionable acts on my part.
- To provide the public with adequate equipment, which is kept as clean and neat as possible, and to train my drivers to be polite and courteous during public contact.
- To employ truth and accuracy in advertising and soliciting and to honor any commitments made in the course of business.

B. Misconduct - The Contractor and its employees shall refrain from any acts of misconduct, including but not limited to any of the following:

(1) Rude or discourteous behavior directed towards City of Sacramento personnel or citizens for whom service is provided. "Rude or discourteous behavior" shall mean any act that would insult, aggravate, disturb or frustrate a person of reasonable sensibilities, which act(s) shall include, but is not limited to, using profanity or inappropriate language, manifesting an uncooperative and/or angry demeanor, performing acts of vandalism, failing to respond to questions in a courteous and professional manner, intentionally misrepresenting rates or tow procedures or attempting to manipulate rates or tow procedures to the detriment of citizens or the City of Sacramento. A violation of this subsection shall result in up to a thirty (30) day suspension from the tow list on the first and second offense and termination of this contract on the third offense within a continuous twelve (12) month period. For the purpose of this Tow Contract a member of the public shall include any private or business party outside of the City of Sacramento, whether individual or as part of a group. See Scope of Work, Section 9.

(2) Any act of sexual harassment or sexual impropriety.

(3) Unsafe driving practices.

(4) Any objective symptoms of alcohol and/or drug use/abuse while performing any related tow service for the City of Sacramento. See Attachment F – Drug Free Workplace.

(5) Sub-standard service, customer service, selective service, or refusal to provide service which the tow company is capable of performing.

10. ADMINISTRATIVE MATTERS

A. Transfer of Business - The Contractor will notify the Chief of Code and Housing immediately upon transfer of ownership of all or part of the company in writing. The Tow Services Contract is not transferable to the new owner. The new owner must apply to and be approved by the Sacramento Community Development Department for participation in the Tow Services Contract.

B. Optional Semi-Annual Contract Review - The purpose of this section is to provide a process for an optional semi-annual review of the terms and conditions of the Contract by the Chief of Police and an organization representing a majority of the Contractors in the City of Sacramento in the event that legitimate and substantial changes occur in conditions or law affecting the majority of the Contractors in the City of Sacramento. Examples of such conditions may include, but are not limited to, substantial increases/decreases in business expenses, changes in the law affecting the Department or the operators, or

recommended changes in the terms and conditions of the rotational Tow Contract as a result of service delivery experience in the City of Sacramento.

A request for a semi-annual review of the terms and conditions of the Contract shall be communicated to the Tow Program Administration Office of the Sacramento Community Development Department in writing by a majority of the Contractors under this Contract, and not merely at the request of a single Contractor. The Chief of Police may also request a semi-annual

review if he/she feels it is in the best interests of the citizens of the motoring public, the Sacramento tow industry, and/or the Department.

C. Period of Performance - The period of performance associated with the contract shall be: The date of award through December 31, 2029.

C. Option Period - It is the City of Sacramento's sole discretion to exercise an option period. Option periods will be exercised upon successful completion of the contract in accordance with its Non-Professional Services Agreement, Scope of Work, and its contract clauses and provisions.

D. Termination - This Tow Services Contract may be terminated at any time by either party with or without cause. Although the CITY may elect to impose discipline for violations of the Contract which are less severe than termination or may grant an appeal to discipline imposed, the Contract may be terminated without cause. The Contractor agrees that the disciplinary procedures and options contained herein do not affect the CITY's ability to terminate the Contract at the discretion of the Community Development Department without cause. Nothing in the Contract shall be construed to create any property rights, interests or licenses held by the Contractor.

11. CONTRACT VIOLATIONS AND/OR COMPLAINTS

When the Contractor or his or her employees have violated any of the terms of the Contract or any law upon completion of any investigation pursuant to this section, the Community Development Department shall inform the Contractor, in writing, of any disciplinary action to be taken.
Unless otherwise noted herein, violations may result in any of the following actions:

- First violation – Written warning notice
- Second Violation – fifteen (15) day suspension
- Third Violation – termination of contract

A. In addition to the violations/disciplinary actions detailed above, following are further violations:

(1) Within any calendar month, failure to respond to a minimum of 95% of requests for tow service within the time set forth in Section 5(C), Contractor's Performance, refusing/failing to tow any qualifying vehicle assigned, or passing on/unavailability to respond will constitute a violation. Tow request completions will be reviewed quarterly.

(2) Inadequate office or storage areas, employees, or equipment not meeting the requirements set forth in this Tow Services Contract shall result in up to a thirty (30) day suspension from the tow rotation list on first and second offense and termination of this contract on third offense within any twelve (12) continuous months.

(3) Subcontracting for any tow service or violating the financial interest section of the RFQ, shall result in immediate termination of this Tow Services Contract.

(4) Contractor's failure to satisfy a court order/judgment mandating reimbursement to a vehicle or property owner for the damage or loss which occurred while the vehicle was in the Contractor's custody will result in a suspension from tow rotation list. The suspension will remain in effect until the Contractor has presented proof of the reimbursement to the Police Department.

E. If it is determined that a Contractor is to be served with a notice of termination from the Tow Services Contract, the Tow Administrator will provide written notification detailing the offense(s).

The Contractor may request an appeal hearing within seven (7) calendar days by submitting a request in writing to the Community Development Department. Nothing set forth in this paragraph shall permit the Contractor to appeal any termination of the Tow Services Contract effected by the Community Development Department. Failure of the Contractor to request an appeal of the decision of the Community Development Department within the seven (7) days required pursuant to this section shall constitute a waiver of the Contractor's right to an administrative appeal of the decision. If a hearing is requested, it shall be held as soon as practicable while still allowing the Contractor a meaningful time period to prepare a defense. The hearing shall be conducted by the Tow Review Committee. The hearing shall be informal, and the rules of evidence shall not apply. The Contractor shall be entitled to present all relevant facts to the Tow Review Committee in support of his/her position. The Contractor shall be notified in writing of the decision by the Tow Review Committee within ten (10) calendar days of the date of the hearing. The decision of the Tow Review Committee is final and binding and shall be subject to no further administrative appeal.

In the event the CITY serves a Contractor with Notice of Termination from the Tow Services Contract, and the Contractor seeks an appeal hearing, the disciplinary action will be delayed pending the administrative appeal process. In the event CDD elects to modify the discipline imposed on the Contractor, the Contractor agrees he or she shall not be entitled to recover any costs, compensation, damages, losses, and/or expenses of any type or description from or file a claim against the CITY, its officers, employees, and appointees, including but not limited to members of the Tow Review Committee, arising out of or related to, in any manner, a complaint filed against, or discipline imposed upon the Contractor.

12. INSURANCE REQUIREMENTS

The failure to maintain adequate insurance coverage for any reason at any time shall result in immediate suspension from the Tow Services Contract and the tow rotation list until proof of insurance is received by the CITY.

Insurance Requirements - During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in Section 12. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by Contractor under this Agreement. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide

contractual liability and products and completed operations coverage for the term of the policy. A Garage Liability policy with limits of $1,000,000 may be substituted for the commercial general liability policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Garage Keepers Liability- Policy in the amount of at least $250,000.

(4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the CITY is not required for all work performed by the Contractor.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by

submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 12 must be declared to and approved by the CITY Risk
Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Contractor shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in the Administrative Information Section,1(G). Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to Contractor and/or cancel the Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

The Contractor shall **not** authorize another Contractor or other person or company to tow a vehicle which has been assigned by the CITY to the original Contractor. Exceptions must be approved by the Tow Administrator with the Sacramento Community Development Department.

In the case of an exception, Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: A1 TOWING LLC (Dec 15, 2023 14:29 PST)

Title: Sole member

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Beau Parkhurst (Dec 26, 2023 09:00 PST)

Title: Senior Deputy City Attorney

Reviewed By:

Signature: Monica Duncan (Dec 27, 2023 08:40 PST)

Title: Administrative Analyst

Approved By:

Signature: Thomas S. Pace

Title: Director of Community Development

Additional Signature (if required):

Title: