

CITY OF ELK GROVE



Request for Qualifications and Applications (RFQ)

For

Tow Rotation Program for Vehicle Towing Services

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
cityclerk@elkgrove.gov**

Application Deadline: Tuesday, June 30, 2026, 4:00 PM PDT

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SECTION 1 – ADMINISTRATIVE INFORMATION

1. Introduction

The City of Elk Grove (City) is accepting applications from experienced, qualified tow companies (hereinafter “Applicant” or “Applicants”) with a tow business located within the City of Elk Grove to participate in the City’s Tow Rotation Program (“Tow Rotation Program” or “Program”) administered by the Elk Grove Police Department (EGPD) as described in this Request for Qualifications (RFQ). The Tow Rotation Program facilitates the orderly and equitable dispatch of towing services for vehicles involved in traffic-related incidents, including collisions and violations, that require removal from public roadways to ensure public safety and traffic flow, and to facilitate the removal of vehicles as otherwise provided by law. Tow requests will typically refer to vehicle codes towed and stored as authorized by law, including, but not limited to, California Vehicle Code (“VEH Code”) section 22651. Approved Applicants are placed on a rotational list and are contacted by EGPD on a rotating basis to respond to service requests. Applicants interested in participating in the Tow Rotation Program must submit a complete application demonstrating compliance with all program requirements. Only those Applicants meeting the established qualifications will be eligible for inclusion in the rotation list. Participation in the Program is voluntary. The City will endeavor to systematically utilize the rotation list but may deviate from the rotation to meet operational needs; the City does not guarantee that Approved Applicants will be contacted for tow services. Any Applicant, by agreeing to participate in the program, does not establish a contractual relationship with the City and is not acting as an agent for the EGPD or the City when performing services under the Tow Rotation Program.

This solicitation will only be used for the Elk Grove Police Department Tow Rotation Program specifically for towing vehicles involved in traffic-related incidents that require towing services for public safety purposes and billed directly to the vehicle’s registered owner(s) involved. Other City Department(s) may solicit towing services for City owned and operated vehicles under a separate solicitation at a future date. Qualifying applicants are welcome to submit applications/proposals to any and all open solicitations.

2. Key Dates

The following is a tentative schedule of the RFQ key dates. While the City will attempt to maintain this schedule, the following dates are projections, and the City reserves the right to modify this schedule as needed to accommodate this completion of this RFQ process.

Description	Date
Release of RFQ:	June 1, 2026
RFQ Questions Due Date:	June 15, 2026, 4:00 PM PDT
City Response to Questions Posted:	June 17, 2026
Application Submission Deadline:	June 30, 2026, 4:00 PM PDT
Anticipated Contract Award Date:	Summer 2026
Anticipated Period of Rotation List:	3 years (Summer 2026 through Summer 2029)

3. Submission Instructions

Applications may be submitted and accepted via mail or electronically.

Mail Submission: Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described under Section 2: Guidelines for Application Submission. Submissions must include one signed original, one copy, and one USB Flash Drive copy of the proposal, sent by mail or hand delivery to the Office of the City Clerk **by 4:00 PM PDT on Tuesday, June 30, 2026**. Proposals shall be submitted in a sealed envelope clearly marked "RFQ Tow Rotation Program for Vehicle Towing Services" and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

Electronic Submission: Proposals may be submitted electronically in pdf form and emailed to Office of the City Clerk at cityclerk@elkgrove.gov, **by 4:00 PM PDT on Tuesday, June 30, 2026**. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive confirmation from the City Clerk that the proposal has been received, Service Providers should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Providers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

All Applications, regardless of submission format, shall contain the information set forth under Section 2: Guidelines for Application Submission.

4. Questions

If any Applicant contemplating submission of an application is in doubt as to the meaning of any part of the RFQ or other proposed contract documents, the Applicant may submit questions by e-mail to: Fauna Shrago at fshrago@elkgrove.gov. Such questions shall be for clarification purposes only. The City must receive all questions no later than the RFQ Questions Due Date set forth above. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFQ announcement.

5. Late Applications

Applications received after the deadline will not be considered. Each Applicant assumes responsibility for timely submission of its application.

6. Withdrawal of Applications

Applicants may withdraw their applications by a written request signed by the Applicant

prior to the final time and date for the receipt of applications. Once the deadline is past, Applicants are obligated to fulfill the terms of their application.

7. Application Acceptance and Rejection

The City reserves the right to accept any application, reject any and all applications, and to call for new RFQ or dispense with the RFQ process in accordance with the Elk Grove Municipal Code ("EGMC"), as applicable.

8. Applicant's Cost

Costs of developing applications are entirely the responsibility of the Applicant and shall not be chargeable in any manner to the City.

9. Acceptance of Application

Any Applicant applying shall thereby automatically agree to each and all the terms, conditions, provisions, and requirements set forth and contemplated in this RFQ.

10. Acceptance of Application Content

The contents of the application of the successful Applicant(s) will become contractual obligations to be contained in a formal written contract. Failure of the successful Applicant to accept these obligations in a formal contract may result in cancellation of the award.

11. Professional Services Contract Term

Should an Applicant be awarded a contract, a Professional Services Contract (Contract) will be executed between the City and the Applicant. A copy of the Contract is attached to this RFQ as Attachment A. The anticipated contract period will be a period of 3 years, unless earlier terminated as provided for in the Contract. It is the City's sole discretion as to whether or not any option period(s) will be exercised to extend the term of the Contract. The option period(s) will be exercised when it is deemed most advantageous to the City and when the Applicant has performed successfully in accordance with the Scope of Service and all terms and conditions of the Contract.

12. Towing Rates

The towing rates are listed in Section 5 (Rates, Charges and Fees). Applicants may elect to charge towing rates at a lower cost, but in no way shall exceed those rates set forth under Section 5 without prior written approval by the City.

13. Application Evaluation Criteria and Selection Process

Evaluations shall be made based on the criteria noted in Section 3 (Application Evaluation Criteria and Selection Process). A contract may be awarded to responsible Applicants who best meet the City's needs by demonstrating the competence and qualifications necessary for the satisfactory performance of the required services. Nothing herein shall obligate the City to award a contract to any responding Applicant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

14. Register with the California Secretary of State

Unless Applicant is a sole proprietorship, Applicant must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Applicant and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Applicant. Additional information regarding the

registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>

15. Disclosure of Submitted Materials

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by Applicants as confidential or otherwise as protected.

16. Waiver of Irregularities

The City retains the right, in its sole discretion, to waive any irregularities in applications that do not comply with the strict requirements of this RFQ, and the City reserves the right to award a contract to any Applicant submitting any such non-compliant proposal, all in the City's sole discretion.

17. Background Investigation

Prospective Applicants, including its employees and on-call staff, shall submit to a full background investigation conducted by the City, to include, but not limited to, Live Scan fingerprinting, conducted by the EGPD. Any Applicant awarded a contract must complete this background investigation before the Applicant will receive a Notice to Proceed. The EGPD shall review the background investigation and may deny access to any individual in its discretion as it deems necessary for the security of the public and City personnel.

18. Local Vendor Preference

"Local vendor" as defined under EGMC Section 3.42.230 shall not apply to this RFQ. All Applicants must have a physical storage facility located within the City of Elk Grove to be eligible for the Tow Rotation Program, as further detailed under Section 3, Application Evaluation Criteria and Selection Process.

19. No Guarantee of Usage

Any quantities listed in this RFQ are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Applicant must furnish the City's needs as they arise.

20. Intentionally Omitted.

21. Use of Other Governmental Contracts

The City reserves the right to reject any part or all of any applications received and utilize other available governmental contracts.

22. Qualification/Inspection

Proposals will only be considered from Applicants normally engaged in providing the types of services specified herein. By responding to this RFQ, the Applicant consents to the City's right to inspect the Applicant's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Applicant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Applicants and/or to award a contract without conducting interviews.

23. Other Governmental Entities

If the Applicant is awarded a contract as a result of this RFQ, the Applicant shall, if the Applicant has sufficient capacity available, provide to other governmental agencies, so requesting, the products and services awarded in accordance with the terms and conditions of the RFQ.

24. Federal Requirements

Should any portion of this procurement require the use of Federal funds, all Federal requirements shall apply and all Applicants must consent to each certification and assurance, which will be incorporated into the contract.

25. Payment Terms

Towing will be billed directly by Applicant to the registered vehicle owners receiving towing service at the rates specified under Section 5 of this RFQ.

26. Performance

It is the intention of the City to acquire services as specified herein from an Applicant that will give prompt and convenient service.

27. Amendments

If, in the course of the performance of the contract, Applicant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Applicant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

28. Service and Support

All Applicants shall explain how all on-going service and support shall be handled by the Applicant.

29. Records

The Applicant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by the City that relates to the performance of services under the contract. The Applicant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Applicant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

SECTION 2 – GUIDELINES FOR APPLICATION SUBMISSION

The following documents are required to be completed and submitted by successful Applicants along with their application by the Application Submission Deadline as set forth above. Those applications received by the City without the following will be rejected. The documents shall be submitted in the order listed below.

1. **Tow Rotation Application** - Each Applicant must complete and sign a Tow Rotation Program Application. Incomplete applications will not be accepted. Any misrepresentation on the application may be grounds for criminal and/or civil action, and may render the Applicant ineligible for the Tow Rotation Program.
2. **Tow Operator/Driver Information Form** – Each proposed Tow Operator/Driver shall be listed with first and last name and California Driver License number. Each Applicant must complete, sign, and have all their Tow Operators/Drivers sign a CHP Tow Operator/Driver Information Form 234F as attached to Attachment B. In addition, a copy of each Tow/Operator/Driver's valid California Driver License must be submitted.
3. **City of Elk Grove Special Business License** – Each Applicant shall include a copy of its current Special Business License issued by the City in compliance with EGMC Section 4.10.005, if applicable. Applicants may maintain their principal place of business outside the City of Elk Grove; however, the Applicant must maintain a physical operational location within the City limits for vehicle owners to retrieve vehicles and conduct business related to towing and storage services, as further described in Scope of Services Section 4, Tow Facility Requirements. If the Applicant's principle place of business is not located within the City of Elk Grove, as an alternate to obtaining an Elk Grove Special Business License, Applicants may list the location of their principle place of business and demonstrate compliance with the licensing requirements for the jurisdiction in which the principle place of business is located.
4. **Proof of Payment of DMV Motor Carrier of Property Permit Fee** - Each Applicant must attach a copy of the DMV Motor Carrier of Property Permit Fee issued pursuant to California Revenue and Taxation Code Section 7232 for each vehicle on the rotation.
5. **Tow Vehicle Information** – Applicant shall include a listing of each proposed Tow Vehicle intended to be used in the rotation, including the vehicle make/model and year, the truck number, vehicle license plate number, and vehicle registration expiration date (month/year). Applicants must attach copies of each vehicle's current California registration certificate and a completed Tow Truck Inspection Guide, CHP form 234B, attached as Attachment C.
6. **Information about Applicant's Business** - Provide general information about the Applicant's business, including a short history of the business, incorporation information, services provided, and prior experience/references.
7. **Experience and References** – Applicants should detail previous experience on other or similar contracts with other governmental agencies. A list of clients (including names, addresses, and telephone numbers) for which the Applicant has provided services or is currently providing services is to be included in the application. The actual dates for these service contracts must be listed. The City may contact any or all the references at its discretion.

8. **Professional Services Contract** - Should an Applicant be awarded a contract, a Professional Services Contract (Contract) will be executed between the City and the Applicant. A copy of the Contract is attached to this RFQ as Attachment A. The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFQ and Applicants should note that any specifications or other requirements specific to this RFQ shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your application any requested exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Applicant's response shall not be allowed after the selection of the Applicant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability	\$1,000,000 Scheduled, Hired, and Non-Owned		Additional Insured Waiver of Subrogation
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
GarageKeepers	\$100,000	\$100,000	None
On-Hook/Cargo	\$100,000	\$100,000	Deductible \$10k or less

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

SECTION 3: APPLICATION EVALUATION CRITERIA AND SELECTION PROCESS

The City intends to evaluate all Applications received. All requirements identified in this RFQ must be satisfied to ensure that an application will qualify for consideration. Failure to satisfy all requirements identified in this RFQ may be cause for rejection of the application.

1. Evaluation Process

A pass/fail system will be used to evaluate the applications. Evaluation of the applications is expected to be completed within thirty (30) calendar days after the RFQ submission deadline. After an initial application evaluation is complete, site inspections of qualified Applicants' business offices and storage yards may be conducted at the sole discretion of the EGPD. City may, at its sole discretion, opt to inspect each tow vehicle on an annual basis, or as necessary to ensure proper operations, utilizing Form CHP 407F SafetyNet Driver / Vehicle Inspection Report or similar format.

2. Evaluation Criteria

The City may use some or all the following criteria in its evaluation and comparison of applications submitted. The criteria listed below are not necessarily all-inclusive, and the order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

a. Tow Company - A minimum of three (3) years of verifiable experience in the field is desired. As drivers will interact with the public daily, it is important that all drivers are able to read, write, speak, and understand the English language. It is also essential that the company keep detailed, accurate, and easily retrievable records.

b. Adequacy and Completeness of Application Package - The City will review all applications received to ensure completeness. The criteria shall specifically include verification that the Applicant filled out all information in accordance with the directions. Additionally, verification of copies of all the requested information such as certificates, licenses, applicable permits, and a signed Application, will also be evaluated for completeness. Incomplete RFQ's will be cause for rejection of the RFQ.

c. Prior Contract Compliance - It is important to the City that the Applicant be highly qualified with no history of adverse actions. The evaluation team will check records for a history of complaints from the public as well as the EGPD and the City of Elk Grove Code Enforcement.

d. Experience and References - Applicants shall submit for review a complete list of all tow experience and references. The City reserves the right to contact any and all submitted references. Past performance history, including prior criminal and/or civil actions, if any, will be evaluated for customer service, timely responsiveness to requests for service, alternately, passing on or refusing a request for service.

e. Tow Vehicles - All tow vehicles shall be equipped in accordance with California Highway Patrol (CHP) guidelines and have passed an annual CHP approved Driver and Truck inspection (CHP Form 234B Tow Truck Inspection Guide). See: https://www.chp.ca.gov/siteassets/files/chp234b_052017.pdf .

- f. Tow Operator Facilities –Applicants shall maintain its primary storage yard within the Elk Grove City limits.
- g. Drivers - Drivers shall be adequately trained, with a valid California driver's license for the class of vehicle they will be using. All drivers must be enrolled in the DMV Employer Pull Notice Program.
- h. Fees for Class A, B, C, & D Vehicle(s) Tows and Storage – All Class tow and storage rates are set by the City, as set forth in Section 5 of this RFQ.

SECTION 4 – SCOPE OF SERVICES

Background: Selected Applicants must ensure that all towed vehicles are handled in a professional manner compliant with all applicable laws. Participation in the Program is voluntary.

1. Tow Services

Tow Services shall include all of the following, in addition to meeting all other requirements set forth in this RFQ:

- a. Provide on-call, 24-hours per day, 7 days per week tow and storage services;
- b. Provide tow service response within 30 minutes of receiving a call for service from the EGPD;
- c. Provide EGPD designated storage facility located within the Elk Grove city limits;
- d. All employees of the facility, including on-call staff, shall submit to a full background investigation, to include, but not limited to, Live Scan fingerprinting, conducted by the EGPD. Final award of contract shall be contingent upon results of such investigation;
- e. Applicant shall make storage facility and all records available for inspection by the City during open business hours;
- f. Applicant shall certify that all drivers have valid driver's licenses and appropriate class endorsement;
- g. Drivers shall wear company authorized uniforms and drive company assigned tow trucks with decals identifying the name of the company.
- h. Applicant shall provide 24 hour vehicle towing service and storage access by maintaining a staff person on-site or on-call. However, on-call staff must provide access to the facility within 30 minutes of call from EGPD staff requesting entry. On-call staff shall be regular employees of the facility, have undergone full background check, and be approved of by EGPD.
- i. Applicant shall maintain a signature entry and exit log.
- j. Applicant shall maintain the following tow trucks:
 - i. Maintain a minimum of two Class A "Light -Duty" Tow Trucks (GVFWR 14,001 pounds), which may include recovery/wheel lift trucks or flatbed carrier trucks
 - ii. Maintain or subcontract for a minimum of one Class B "Medium-Duty" Tow Truck with a GVWR of at least 19,501 pounds
 - iii. Maintain or subcontract for a minimum of one Class C "Heavy-Duty" Tow Truck with a GVWR of at least 33,001 pounds
 - iv. Maintain or subcontract for a minimum of one Class D "Super-Duty" Tow Truck with a GVWR of at least 52,000 pounds
- k. Applicant shall comply with all applicable federal, California state, and local laws in performing any service under a contract resulting from this RFQ.
- l. Applicants shall maintain and provide a list of all qualified tow vehicles.

2. Truck/Driver Availability

Applicants must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles with equipment.

3. Tow Rates and Charges

- a. For all tows requested by EGPD, the Applicant will charge the registered vehicle owners at a not-to-exceed rate set forth under Section 5 of this RFQ (Tow Rates, Charges, and Fees). The rate for towing shall be calculated from location point of pickup to the Applicant's storage facility. Time expended in excess of the hourly rate shall be calculated in no more than one (1) minute increments. A clear, itemized, and

detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice provided to the vehicle owner pursuant to VEH Code 22651.07.

- b. Storage charges shall commence at the time the vehicle arrives at the primary storage facility and shall be calculated on a daily rate, with each day defined as a calendar day from midnight to midnight.
- c. Consistent with applicable State law, no charge exceeding one (1) day of storage shall be assessed if a request for release is made within twenty-four (24) hours of the vehicle being placed in storage. If the release request is made more than twenty-four (24) hours after storage begins, charges may be assessed on a full calendar day basis for each day, or portion thereof.
- d. After-hours release fees may be charged only when a vehicle release requires a callback outside of normal business hours and no personnel are on-site to facilitate the release. Such fees shall not exceed one-half (1/2) of the maximum hourly rate for the applicable class, as set forth in Section 5 of this RFQ (Tow Rates, Charges and Fees).
- e. Storage fees for passenger vehicles, vans, and light trucks shall be no more than the daily rate set forth in Section 5 of this RFQ (Tow Rates, Charges, and Fees).
- f. Fees listed above, plus lien processing fees authorized in the VEH Code, proposed/actual non-skilled contract labor, and rental/skilled labor markup are the only fees allowed. Additive fees for postage, cleanup, lockout, use of dolly, etc. are not authorized.
- g. Applicant shall directly bill the registered owner of the vehicle for actual services rendered in accordance with the terms of the Contract. All billing shall be done in good faith. All efforts to locate the most current registered owner shall be exhausted at the Applicant's expense.
- h. The Applicant 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.
- i. The Applicant shall charge for services pursuant to the agreed-upon rate schedule under this RFQ. Whenever services are requested, which are not covered by the Contract, the Applicant shall advise the City or the requesting party of the estimated cost of the service before it is performed.
- j. In the case of an invalid tow or similar instance where the City elects to pay for the towing and/or storage of a vehicle, the Applicant shall bill the City and shall not require prepayment 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.
- k. Vehicles that remain unclaimed, or for which fees are not paid by the vehicle owner as required by law, may be disposed of by Applicant only after full compliance with the law.

4. Tow Facility Requirements

- a. Primary Yard – Applicants shall maintain a storage yard within the Elk Grove City Limits ("Primary Yard"). Applicant may operate a secondary storage facility within a reasonable distance outside the Elk Grove City boundary. 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. No Applicant may impose any additional fees or charges for storage at a

secondary location.

- b. Address Change Notification - The Applicant must notify the City of any change in their primary or secondary storage location or business office at least thirty (30) days in advance of the actual change in location. If the Applicant fails to provide proper written notice, they will be suspended from the Professional Services Contract until the new location is approved by the EGPD. All new locations are subject to all facility requirements contained in the Contract. Facility inspections may be conducted at any time for Contract compliance.
- c. Proof of Occupancy – Prior to contracting with the City, the Applicant shall provide the EGPD with a copy of any lease, including any modifications or extensions, for Applicant’s primary and secondary storage location(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 Applicant fails to provide a copy of any lease, modification, or extension, then they will be suspended from the tow services rotation until a copy is received by the EGPD.
- d. Public Safety – All adequate measures shall be taken to protect the safety of the public.
- e. Access – The public shall have direct, unabated access to the inside of the office waiting area.
- 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 City- recognized holidays, including: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.
- g. Signage – Applicant must meet the following signage requirements at all times.

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

- 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 Applicant’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. Facilities shall be adequately lit and the sign shall be clearly displayed and visible at night.

(3) The Applicant 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 VEH Code Section 22651.07, Towing and Storage Fees and Access Notice.

(4) Signage Handouts – Applicant 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. At the request of the City, the Applicant shall provide translated versions of required postings and handouts in additional languages, which may include Spanish, Vietnamese, Mandarin, Cantonese, or other languages as specified by the City. Translated materials shall be made available within a reasonable timeframe and maintained in sufficient quantities for public distribution. These handouts will contain:

- a. The Applicant’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;
- b. All required postings of rates, fees, business hours and lien processes as stated in this Scope of Services. This supply of handouts shall be placed out and available for the public to take with them at any time.

5. Tow Rotation Performance

- a. Compliance – The Applicant shall comply with all Federal, State, and local laws applicable to towing, storage and disposition of vehicles.
- b. Tow Rotation List – One tow rotation list will be maintained by the EGPD. Inclusion in the tow rotation list mandates that the Applicant shall meet all requirements set forth in the Scope of Services. Applicants are prohibited from maintaining multiple ‘spots’ or ‘turns’ on the same tow rotation list.
- c. Response Time – Applicants shall respond to all Class A & B requests for service from the EGPD within thirty (30) minutes from the time it receives the call from the EGPD Dispatcher.

In the event an Applicant fails to furnish a tow unit within the specified time period, the EGPD may cancel the tow request and request a tow unit from another Applicant. When the tow is canceled, the canceled Applicant shall forfeit their turn in that rotation. If the Applicant does not answer a call from the EGPD or any authorized City representative for dispatch to a tow, the Applicant shall forfeit their turn in that rotation.

- d. Inability to Dispatch Tow - If an Applicant is unable to dispatch a tow unit immediately upon receiving a call for service, the Applicant shall immediately inform the EGPD, and the Applicant shall forfeit that turn of the rotation.
- e. Passing on Vehicles - Applicants shall tow and store all vehicles that the EGPD requests to be removed from any location, private or public, provided the Applicant has the necessary equipment and the vehicle can be safely transported.
- f. Safekeeping of Vehicles and Personal Property – Applicants shall be responsible for the security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. Applicants are 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 they present proper identification.

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

- g. Subcontracting - Applicants shall not authorize another tow service provider or other person or company to tow a vehicle which has been assigned by the EGPD to the original Applicant. Exceptions must be approved by the EGPD in advance.
- h. Towing of Assigned Vehicle – Applicants shall not tow a vehicle which has been assigned to another tow service provider by the EGPD, except as expressly requested by the EGPD. Responding to a call and towing or attempting to tow a vehicle to which the Applicant 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 – Applicants shall tow any vehicle or vehicles which have been assigned to another tow service provider to the closest safe distance from the accident as directed by an EGPD officer and shall not charge either the owner of the vehicle(s) or EGPD for this service. The originally assigned Applicant will then assume the responsibility of towing the vehicle upon arrival at the scene.
- j. Vehicle Inspection Assistance – Applicants 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 EGPD, or as directed by law.
- k. Inspection of Towed Vehicle VIN and License Plates - Applicants 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 EGPD on-scene officer at the time of the incident. If any variation or discrepancy exists, the Applicant will immediately notify the EGPD officer.
- l. Holds Placed on Towed Vehicles - Applicant shall release any vehicle where a proper EGPD release has been obtained or where directed by the California law.

If a verbal advisement from the EGPD on-scene officer is given to hold the car and no valid tow authority authorizes this verbal hold, the Applicant shall immediately release such vehicle once a proper release is obtained from the EGPD or as directed by the California law. 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 their authorized agent, a release must be obtained from the EGPD for vehicles towed and/or stored pursuant to VEH Code sections 22650-22711 (Authority to Remove Vehicles):

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 – Lien sales shall be the sole responsibility of the Applicant, and all such sales shall be conducted in accordance with applicable state law.

6. Abandoned Vehicles

Abandoned vehicles towed under VEH Code section 22669 shall occur during regular business hours (8:00 a.m. to 5:00 p.m., Monday-Friday, excluding City-recognized holidays), unless the vehicle in question poses a hazard.

7. Applicant's Records

- a. Applicant's Records - The Applicant shall maintain records of tow services furnished for all public agencies as well as all private persons or entities while participating in the Professional Services Contract. 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 EGPD. 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 Contract.

- b. Tow Services – Applicants shall record the following information for every tow, on a form or format approved by EGPD:

- i. Name, address, and phone number of person, if available, whose vehicle was towed.
- ii. VIN and license number, make, year, and model of each vehicle towed.
- iii. Location from which the vehicle was towed.
- iv. Name or employee number of driver assigned to the tow.
- v. Location to which vehicle was towed (if different from Applicant's primary storage facility), and any subsequent location transfers or moves including dates and time of those moves.
- vi. Reason for tow, whether impound, accident, stolen recovery, abandoned, etc., if available.
- vii. Date, time and name of the party to whom the vehicle was released.
- viii. Method and date of payment.
- ix. All fees and charges for said tow, showing specifically towing, storage, lien fees, etc.
- x. An inventory of the vehicle's property.
- xi. Any contents or personal property released from any vehicle, showing the date, time, name of person receiving the item(s), and a description of the vehicle's property released.
- xii. Disposition of towed vehicles that are unclaimed.
- xiii. All proceeds from the sale of towed vehicles that are unclaimed.
- xiv. 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.
- xv. Date and time (by means of a computer or time stamp) that the request for tow is received from EGPD.
- xvi. Date and time a tow unit departs the tow facility (or residence of driver if after business hours).

- xvii. Date and time the tow unit arrives with the towed vehicle at the Applicant's storage facility.

- c. Lien Sale Data - Applicants shall record the following information for every tow:
 - i. Date the lien processing begins.
 - ii. Date the notice of lien sale is mailed.
 - iii. Date and time of lien sale.
 - iv. Location of lien sale.
 - v. Identification of purchaser.
 - vi. Monies received as a result of the lien sale.
 - vii. Amount of excess monies forwarded to the state.

- d. Personnel Records - All Applicants' employees, drivers, both current and former shall have a secured personnel file at the primary business office that shall contain records related to their employment, training, benefits status, discipline, hours worked and time off.

- e. DOJ Report Request - Applicants shall comply with the VEH Code in the immediate reporting of the removal and storage of any vehicles towed at the request of the EGPD. Upon request, the Applicant shall immediately furnish the EGPD with a copy of all reports which the Applicant is required to furnish to the Department of Justice pursuant to the VEH Code.

- f. Vehicle Status Report - Upon request, Applicants shall immediately furnish the EGPD with all reports showing the status of all vehicles towed at the request of the EGPD. 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.

- g. Property Receipts – Applicants 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 Applicant's records.

8. Truck Drivers and Equipment Specifications

- a. Tow Vehicle Inspection – Applicants shall use only tow vehicles that have been inspected and certified by a state-licensed inspection facility or state agency (California Highway Patrol). EGPD reserves the right to inspect any tow vehicles prior to approval for use in the Tow Rotation Program.

- b. Tow Truck Equipment – Each tow vehicle used for services under the Contract shall comply with the provisions of the VEH Code. At all times, each tow truck will be equipped as provided in Attachment C, Form CHP Tow Truck inspection Guide – CHP 234B. Each tow truck must have the Applicant's company name clearly painted or in decal form on both sides of the tow truck.

- c. Tow Truck Driver – Applicants shall ensure that tow truck drivers responding to calls initiated by the EGPD are qualified and competent employees of their company. Applicants 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, and possess the following minimum class driver's license. CHP Certification is required.

- i. Class A Tow Truck – A valid Class C license, or a valid Class A license with valid medical certificate on file. Any Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargos.
 - ii. 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.
 - iii. Class C Tow Truck – A valid Class A license with valid medical certificate.
 - iv. Class D Tow Truck – A valid Class A license with valid medical certificate.
- d. Current List of Drivers – Applicants shall maintain and provide a current list of their drivers to the EGPD upon implementation of a Contract. Applicants shall notify the EGPD 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 EGPD within (7) seven calendar days of any change in driver status. Applicants shall, at a minimum, maintain the following information for each driver:
- i. Full Name
 - ii. Date of Birth
 - iii. California driver's license number with expiration date
 - iv. Copy of valid medical certificate
 - v. Tow drivers permit number with expiration date, as may be required by any state law or local ordinance
 - vi. Job title/description
 - vii. Current home address
 - viii. Current home phone number
 - ix. Type(s) of truck(s) driver has been trained and instructed to operate.
- e. Tow Truck and Equipment Changes – Applicants shall in writing or through electronic mail, immediately notify the EGPD of any changes in or additions to tow trucks and other equipment, including deletions of trucks and equipment.
- f. Employer Pull Notice Program – Pursuant to VEH Code Section 1808.1, all 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 Applicant. The EGPD may require the Applicant to provide copies of Pull Notice Reports. The DMV Employer Pull Notice Program can be viewed at: <https://www.dmv.ca.gov/portal/vehicle-industry-services/motor-carrier-services-mcs/employer-pull-notice-eqn-program/>

9. Professional Demeanor and Conduct

- a. Professional Demeanor and Conduct - At all times while participating in the Rotation Tow Program, Applicant and Applicant's tow truck drivers and all other employees and any subcontractors shall conduct themselves in a courteous, honest and professional manner in all their dealings with the public and the City, its officials, employees, agents, and volunteers. The City may at any time conduct random customer service inquiries with individuals whose vehicles have been

towed by any Applicant under Contract. Negative responses shall result in further follow-up by the EGPD and possible action against the offending Applicant, including suspension and/or termination of the Contract. As a tow operator for the City of Elk Grove, Applicants will abide by the *California Tow Truck Association Code of Ethics CTTA Code of Ethics* at: <https://ctta.com/about/>

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 personnel, EGPD staff, or individuals 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 the public and/or the City. A violation of this subsection shall result in suspension and/or termination of the contract. For the purpose of the Rotation Tow Program, a member of the public shall include any private or business party outside of the City of Elk Grove, whether individual or as part of a group.

(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 tow and/or related service for the City.

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

10. **Substandard Performance and/or Complaints**

Following execution of a Contract between the City and any Applicant, the EGPD may investigate complaints or instances of substandard performance related to services provided under the Tow Rotation Program. If EGPD determines that the Applicant or its employees have violated any provision of the Contract or applicable law, EGPD will provide written notice of the violation and any resulting action.

a. General - Unless otherwise determined by the City, violations may be addressed as follows:

i. First violation: Written warning

ii. Second violation: Suspension from the rotation list for up to thirty (30) days

iii. Third violation: Termination of the Contract

The City reserves the right to bypass the process above and impose more severe action, including immediate and indefinite suspension or termination, based on the nature and severity of the violation.

b. Performance Standards and Violations – In addition to the violations stated above,

the following shall constitute violations of the Contract:

1. Failure to Respond to Service Requests - Failure to respond to at least ninety-five percent (95%) of dispatched tow requests within the required response time, refusal to accept an assigned tow, or repeated unavailability for dispatch. The City may evaluate performance on a monthly, quarterly, or other periodic basis.
 2. Failure to Maintain Required Facilities, Equipment, or Staffing - Failure to maintain required office space, storage facilities, personnel, or equipment in compliance with City requirements.
 3. Unauthorized Subcontracting or Conflict of Interest - Subcontracting towing services without prior written approval from the City, or violation of any financial interest or conflict of interest provisions, shall result in immediate termination of the Contract.
 4. Failure to Satisfy Court-Ordered Judgments - Failure to comply with any court order or judgment requiring reimbursement for damage or loss occurring while a vehicle is in the Service Provider's custody shall result in suspension from the rotation list until satisfactory proof of compliance is provided to EGPD.
 5. Overcharging - Charging rates in excess of those approved by the City shall constitute a violation. The Service Provider must promptly reimburse any overcharged amounts. Suspension or termination may be imposed based on the severity or frequency of violations. Repeated violations within a twelve (12)-month period may result in termination at the City's discretion.
- c. Immediate Termination - Notwithstanding the above, the City may, in its sole discretion, immediately suspend or terminate the Contract, without prior notice or progressive application, for any of the following:
1. Breach of any material term of the Contract
 2. Egregious misconduct or unlawful activity
 3. Conduct that, in the City's sole discretion, compromises public safety, evidence integrity, or the reputation or goodwill of the City
 4. Any act of dishonesty, fraud, or misrepresentation related to services performed under the Contract
- d. Notice - In the event of suspension or termination, EGPD will provide written notice to the Applicant describing the basis for the action.
- e. Opportunity to Cure - At the City's discretion, the Applicant may be provided an opportunity to cure certain violations within a specified timeframe. Nothing in this section shall limit the City's right to take immediate action, including termination, where warranted.

SECTION 5 – TOW RATES, CHARGES AND FEES

	CLASS A	CLASS B	CLASS C	CLASS D
RATE PER HOUR <i>(business hours)</i>	\$280	\$330	\$400	\$450
ADDITIONAL RATE PER HOUR <i>(after hours)</i>	+\$27	+\$27	+\$27	+\$27
INSIDE/OUTSIDE STORAGE PER DAY	\$75	\$85	\$100	\$100
AFTER HOURS VEHICLE RELEASE FEE	\$140	\$165	\$200	\$225

Fees listed above, plus lien processing fees described in the CA Vehicle Code are the only fees allowed. Additive fees for postage, cleanup, lockout, use of dolly, etc. are not authorized.

Section 6 – TOW ROTATION PROGRAM APPLICATION

TOW ROTATION PROGRAM APPLICATION

TYPE OR PRINT CLEARLY

BUSINESS

BUSINESS NAME:		PHONE NUMBER:
BUSINESS MAILING ADDRESS:		
BUSINESS ADDRESS IF DIFFERENT THAN ABOVE:	EMAIL ADDRESS:	

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS:	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS:	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

<input type="checkbox"/> CLASS A (MINIMUM 10,000 GVWR)	NUMBER OF CLASS A TRUCKS: _____
<input type="checkbox"/> CLASS B (MINIMUM 19,501 GVWR)	NUMBER OF CLASS B TRUCKS: _____
<input type="checkbox"/> CLASS C (MINIMUM 33,000 GVWR)	NUMBER OF CLASS C TRUCKS: _____
<input type="checkbox"/> CLASS D (MINIMUM 50,000 GVWR)	NUMBER OF CLASS D TRUCKS: _____

RATES

	CLASS A	CLASS B	CLASS C	CLASS D
HOURLY RATE ¹	\$280	\$330	\$400	\$450
DAILY STORAGE (INSIDE/OUTSIDE)	\$75	\$85	\$100	\$100

¹ +\$27.00/hour for after-hours tow

APPLICANT'S CERTIFICATION

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION, OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST): _____

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE CITY OF ELK GROVE?

YES NO NAME OF TOW COMPANY: _____

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE CITY OF ELK GROVE?

YES NO NAME OF TOW COMPANY: _____

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?

YES NO NAME OF TOW COMPANY: _____

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A ROTATION TOW CALL, OR MORAL TURPITUDE?

YES NO

I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE	PRINT NAME AND TITLE	DATE
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Attachment A: Sample Professional Services Contract

CITY OF ELK GROVE



PROFESSIONAL SERVICES CONTRACT

APPLICANT

Title of Contract

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between City of Elk Grove, a municipal corporation (the "City") and _____, a _____ (the "Tow Company"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Tow Company has presented a proposal to provide services, which services are identified in the Scope of Services attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Tow Company to perform the Scope of Services pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Tow Company agree to as follows:

1. SCOPE OF SERVICES

A. Tow Company shall do all services, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Services. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Tow Company agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the services to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on _____, unless earlier terminated pursuant to Section 11 of this Contract.

3. SCHEDULE FOR PERFORMANCE

City and Tow Company agree that time is of the essence and Tow Company agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or their authorized representative. Tow Company's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section.

4. COMPENSATION

Tow Company shall be paid as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference

5. NOTICES

A. Tow Company shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Tow Company as follows:

6. PROFESSIONAL SERVICES

Tow Company agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Tow Company and its subcontractors or agents are engaged. Tow Company shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Tow Company further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Tow Company (including Tow Company's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Tow Company's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Tow Company under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Tow Company's assigned personnel.

D. Tow Company, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Tow Company shall be entirely and exclusively under the direction, supervision, and control of Tow Company.

F. Tow Company hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF TOW COMPANY

Tow Company shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Tow Company certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Tow Company agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Tow Company further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Tow Company is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Tow Company shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Tow Company shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Tow Company, and City may withhold any payments due to Tow Company until such time as the exact amount of damages, if any, due City from Tow Company is determined.

D. In the event of termination, Tow Company shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Tow Company agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing services under this Contract, Tow Company shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Tow Company for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Tow Company may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Services in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Tow Company under this Contract shall become the property of City, and Tow Company shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Tow Company shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and

data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Tow Company in performing this Contract which is not Tow Company's privileged information, as defined by law, or Tow Company's personnel information, along with all other property belonging exclusively to City which is in Tow Company's possession. Publication of the information derived from services performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Tow Company hereunder to be work made for hire. Tow Company acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Tow Company that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Tow Company shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the services authorized by this Contract.

17. REPRESENTATIONS

A. Tow Company agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Tow Company's profession.

B. Tow Company agrees and represents that the services performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Tow Company shall designate a project manager who at all times shall represent Tow Company before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Tow Company, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Tow Company shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Tow Company in writing. Should Tow Company fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Tow Company shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Tow Company shall make every reasonable effort to maintain the stability and continuity of Tow Company's staff assigned to perform the services required under this Contract. Tow Company shall notify City of any changes in Tow Company's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Tow Company's obligations under this Contract are not assignable or transferable, and Tow Company shall not subcontract any services, without the prior written approval of City. However, claims for money due or which

become due to Tow Company from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Tow Company shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Tow Company.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Tow Company pursuant to performance of this Contract are confidential and Tow Company agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Tow Company or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Tow Company for any damages caused by Tow Company releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF TOW COMPANY—NEGLIGENCE

Tow Company shall be responsible for performing the services under this Contract in a manner which is consistent with the generally-accepted standards of Tow Company's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the services are to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Tow Company or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Tow Company shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the services described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Tow Company, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Tow Company enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Tow Company. Tow Company's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Tow Company fails to obtain such indemnity obligations from others as required herein, Tow Company agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any services under this Contract, Tow Company shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non Contrib
Auto Liability	\$1,000,000 Scheduled, Hired, and Non-Owned		Additional Insured Waiver of Subrogation
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
GarageKeepers	\$100,000	\$100,000	None
On-Hook/Cargo	\$100,000	\$100,000	Deductible \$10k or less

*****Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Tow Company shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. EVIDENCE OF INSURANCE COMPLIANCE

Tow Company or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Tow Company's proof of insurance. Tow Company shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Tow Company, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

Tow Company hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Tow Company so employ such unauthorized aliens for the performance of work and/or services covered by this

Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Tow Company hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Tow Company represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Tow Company to practice its profession and perform the services described herein. Tow Company represents and warrants to City that Tow Company shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Tow Company to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Tow Company shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Tow Company and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Tow Company for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Tow Company and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Tow Company. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Tow Company that any such person or entity, other than City or Tow Company, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Tow Company warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Tow Company to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

30. ENTIRE AGREEMENT

This instrument and any attachments hereto, along with the Request for Qualifications and Applications (RFQ) For Tow Rotation Program for Vehicle Towing Services issued by the City on or about May of 2026, which is incorporated herein by reference, constitute the entire Contract between City and Tow Company concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 20____, by the Parties as follows:
Approved to as form: **TOW COMPANY**

By: _____

Attorney for Tow Company

By: _____

CITY OF ELK GROVE
By: _____
Jason Behrmann, City
Manager

Approved as to form:
By: _____
Jonathan P. Hobbs, City Attorney

Attest to:
By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A

Scope of Services

[TO BE INSERTED CONSISTENT WITH THE TERMS OF THE RFQ.]

EXHIBIT B

Schedule of Performance

[TO BE INSERTED CONSISTENT WITH THE TERMS OF THE RFQ.]

EXHIBIT C
Compensation and Method of Payment

[TO BE INSERTED CONSISTENT WITH THE TERMS OF THE RFQ.]

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Tow Company shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Tow Company shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Tow Company maintain any programs of self-insurance, Tow Company shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and products and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products and Completed Operations: (\$1,000,000)	One Million Dollars
Aggregate:	One Million Dollars (\$1,000,000)
- e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Tow Company, products and completed operations of Tow Company, and premises owned, occupied, or used by Tow Company on a separate endorsement acceptable to the City.
- f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Tow Company.
- g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- h. Provision or endorsement stating that for any claims related to this contract, Tow Company's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Tow Company's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability/Garage Liability

- a. Automobile or Garage liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.

- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 7, 8, and 9 (scheduled, hired, and non-owned) and shall not exclude City-owned vehicles.
- c. The limits of liability per accident shall not be less than:

Combined Single Limit (\$1,000,000)	One Million Dollars
--	---------------------
- d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.

3. Workers' Compensation:

- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Tow Company is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Tow Company shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than \$1,000,000.
- c. If an injury occurs to any employee of Tow Company for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Tow Company under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Tow Company.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Tow Company.

4. Garage Keepers and On-Hook/Cargo:

- a. Tow Company is responsible for physical damage loss to all vehicles in the care, custody, and/or control of Tow Company regardless of fault. Policies shall include coverage for loss resulting from transport, collision, specified perils including fire, lightning, windstorm, hail, earthquake, explosion, theft, vandalism and mischief, flood, overturn, and loss resulting from maintenance and repair of vehicles. Policies shall also include coverage for any loss occurring while vehicles are in the care, custody, and/or control of Tow Company including while being parked and/or stored in service or out of service.
- b. Limits shall not be less than:

Per Occurrence	One Hundred Thousand Dollars (\$100,000)
Per Vehicle	One Hundred Thousand Dollars (\$100,000)

- c. For any loss occurring while a vehicle is in the care, custody, and/or control of Tow Company regardless of fault, Tow Company shall pay to restore vehicle to its pre-loss condition at the time Tow Company assumed the care, custody, and/or control of the vehicle. Should the cost to restore a damaged vehicle, minus its salvage value exceed its replacement value, Tow Company shall pay to the City its replacement value minus its salvage value. A vehicle's pre-loss condition and salvage value shall be determined by the City.
 - d. Any deductibles greater than ten thousand dollars (\$10,000) must be approved by the City.
- 5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
- 6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
- 7. Tow Company shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Tow Company agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
- 8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Tow Company's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
- 9. Tow Company shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
- 10. If Tow Company fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Tow Company under the contract.
- 11. Failure of the City to obtain such insurance shall in no way relieve Tow Company from any of its responsibilities under the contract.
- 12. The making of progress payments to Tow Company shall not be construed as relieving Tow Company or its Subcontractors or agents of responsibility for loss or

direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

13. The failure of the City 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 any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Tow Company are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Tow Company under the Contract.

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Tow Company, certifies as follows:

1. Tow Company is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Tow Company has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Tow Company fail to secure Workers' Compensation coverage as required by the State of California, Tow Company shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Tow Company's successors, heirs and assigns.

SERVICE PROVIDER

By: _____

Date: _____

Name: _____

Title: _____

Attachment B: Tow Operator/Driver Information

CHP Form 234F

<https://www.chp.ca.gov/siteassets/forms/tow/chp234f.pdf>

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 2-13) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
---	---------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME	JOB TITLE/CLASSIFICATION
--------------	--------------------------

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
-----------------------	-------	-----------------	---------------	--------------

MEDICAL CERTIFICATE <input type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO
---	-------------------------------------	---

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: _____ Class B: _____ Class C: _____ Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO
--	---

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF ALL CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31. A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of the CHP 234F.

OPERATOR'S/OWNER'S SIGNATURE	DATE
------------------------------	------

TOW DRIVER'S SIGNATURE	DATE
------------------------	------

RECEIVING OFFICER'S NAME	ID NUMBER	DATE
--------------------------	-----------	------

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

ATTACHMENT C

CHP 234B Form – Tow Truck Inspection Guide

https://www.chp.ca.gov/siteassets/files/chp234b_052017.pdf

TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 5-17) OPI 061

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 CVC
		Headlights			24400 CVC
		Beam Indicator			24408 CVC
		Tail Lamps			24600 CVC
		License Plate Lamp			24601 CVC
		Stop Lamps			24603 CVC
		Extension Lights			24605 CVC
		Backup Lamps (1969+)			24606 CVC
		Reflectors, Rear			24607 CVC
		Reflectors, Front and Side (1968+)			24608 CVC
		Turn Signals			24951 CVC
		Clearance Lamps (>80" Wide)			25100 CVC
		Amber Warning Lights			25253 CVC
		Warning Devices (Reflectors)			25300 CVC
		Service Brakes			26311 CVC
		Parking Brake			26451 CVC
		Windshield			26700 CVC
		Windshield Wipers			26706 CVC
		Mirrors			26709 CVC
		Horn			27000 CVC
		Exhaust System			27150 CVC
		Fuel Cap			27155 CVC
		Tire Tread			27465 CVC
		Fenders/Mud Guards			27600 CVC
		Broom			27700 CVC
		Shovel			27700 CVC
		Fire Extinguisher 4B, C Rating			27700 CVC
		Safety Chains			29004 CVC
		Signs			27907 CVC

SERVICE AND OTHER EQUIPMENT

	Flashlight		Hydraulic Jack
	Wrecking Bar (Large Pry Bar)		Tire Changing Equipment
	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.		Rubber Mallet / Hub Cap Tool (Classes A and B)
	Trash Cans & Absorbent (4 Gallon Minimum)		Lockout Tools (Classes A and B)
	Shop Rags or Paper Towels		Motorcycle Straps (Class A)
	Shop to Truck Communications (Cell phones / 2-way radio)		Sledge Hammer (Classes B, C, and D)
	Approved Fuel Containers (Classes A and B) if carried		Tool Kit
	Booster Battery or Hot Box		Reflective Safety Attire

TOWING EQUIPMENT

	Manufacturer Rating Plates		Wrecker Controls
	Controls Labeled		Throttle Control (if Equipped)
	Wrecker Boom Assembly		Hydraulic Rams, Hoses, Valves
	Wheel Lift Assembly		Cable Sheaves
	Body and Towing Equipment Mounting Bolts		Recovery Chain
	Winch Rating: Boom Capacity:		

WHEEL LIFT

	Pivot Pin		"L" Arms
	Wheel Lift Tie Down Safety Straps or Chains		Claw

CONVENTIONAL

	Tow Sling Assembly (Check for bent inner tubes)		Sling Pads
--	---	--	------------

CAR CARRIER

	Carrier Bed Frame		Bed Safety Lock
	Bed Hinges		Slide Pads
	Loading Bridle		

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 5-17) OPI 061

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Boom Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Two (2) Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly (with wheel tie down straps)		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum)
	100' 3/8" 6 x 19 Wire Rope or OEM Specifications		

CLASS A CAR CARRIER

	Minimum 19,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Ramping Material
	Loading Bridle with J/T Hooks		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 23,500 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Ramping Material
	Alloy/OEM Spec & Wheel Straps - Towed Vehicle		

CLASS B

	Minimum 33,000 Pound GVWR Chassis		Axle Covers/Caps
	16-Ton Boom Rating		Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Two (2) - 4"x6"x48" Crossbeams (minimum)
	Safety Chains 1/2" Alloy or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Two 8-Ton Snatch Blocks		Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
	Air Brakes or Hydraulic W/Air Hookup Package		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)

CLASS B CAR CARRIER

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or OEM Specifications
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
	Axle Covers/Caps		Tow Sling 12,000 Pound Rating (if equipped)

CLASS D

	Minimum 54,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
	Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Tow Sling with 20,000 Pound Rating (if equipped)
	Axle Cover/Caps		Under Lift / Fork Adapters w/Tie-Down Straps or Chains

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2, Chapter 7, Annex B)

FRONT AXLE WEIGHT (FAW), UNLADEN

WHEEL BASE (WB), IN INCHES

OVER HANG (OH), IN INCHES

FORMULA

$$\frac{1}{2} \text{ FAW:} \quad \times \text{ WB:} \quad \div \text{ BY OH:} \quad = \text{ MLC:}$$

CLASS OF VEHICLE BASED ON THE MLC

ATTACHMENT D

RFQ Authority References

- California Vehicle Code Section 1808.1
- California Vehicle Code Sections 22650-22711
- California Vehicle Code Section 22651
- California Vehicle Code Section 22651.07
- California Vehicle Code 22651.07(e)(7)
- California Vehicle Code Section 22669
- California Revenue and Taxation Code Section 7232
- Civil Code Section 3070
- California Tow Truck Association Code of Ethics CTTA Code of Ethics at:
<https://ctta.com/about/>