



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14100

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Countywide Service Agreements for Towing Services with Autoprises I, Inc. dba Salinas Auto Center; PDP Investments, Inc dba P&R Towing - Pete's Towing; U.S.A. Towing, Inc; Leyva's Towing, Inc.; and Juan J. Mesa Espinosa dba Mesa Towing & Transport for the provision of Countywide Towing Services to the County of Monterey. The initial term of the Agreements will begin September 1, 2018 and terminate September 1, 2021, with an option to extend the Agreements for two (2) additional one (1) year periods. Work contracted under this Agreement shall not exceed \$300,000 for all Agreements issued under RFP #10676 in accordance with the terms and conditions set within each Agreement; and
- b. Approved and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign additional Countywide Service Agreements for Countywide Towing Services with qualified contractors who meet the minimum requirements of the County of Monterey, as set forth in RFP #10676, and which comply with the County of Monterey standard terms and conditions. Any such additional agreements will not affect the total aggregate amount authorized. Any such additional agreements shall terminate September 1, 2021, with an option to extend for two (2) additional one (1) year periods.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: 18-810

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Joel G. Pablo, Deputy

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
AUTOPRISES I, INC. DBA SALINAS AUTO CENTER
RFP 10676 – COUNTYWIDE TOWING SERVICES**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: AUTOPRISES I, INC. DBA SALINAS AUTO CENTER, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A Scope of Services**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Countywide Towing services for the County of Monterey.

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of three (3) years from **September 1, 2018 to September 1, 2021** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.
- 2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10676 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10676**
- **CONTRACTOR's Proposal Package dated July 1, 2018.**

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT B Pricing Sheet**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 Prices shall remain firm for the initial term of this Agreement.
 - 4.02.01 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.02.02 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.03 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.04 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.05 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.06 Tax:
 - 4.06.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.06.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10676** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extent caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.
- 8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

- 9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

- 9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

- 9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public

funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: County of Monterey Contracts/Purchasing Dept.	FOR CONTRACTOR: Autoprises I, Inc. dba Salinas Auto Center
Name and Title	Name and Title
1488 Schilling Place Salinas, CA 93901	10161 Reese Circle, Suite E Salinas, CA 93907
Address	Address
(831)755-4990	(831) 757-3625
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

—————*This section left blank intentionally*—————

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 

Contracts/Purchasing Officer

Date: 8/31/18

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: 
Deputy County Counsel

Date: 8/13/18

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 8/13/18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

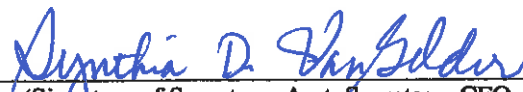
Autoprises I, Inc.
dba Salinas Auto Center

Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President) *

Christopher T. Van Gelder, President
Name and Title

Date: 8/9/18

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

CYNTHIA D. VANGELDER, TREASURER
Name and Title

Date: 8/9/18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10676)

- 6.1 **CONTRACTOR Minimum Work Performance Percentage:** CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 6.2 CONTRACTOR shall use alternative fuel vehicles whenever feasible in compliance with the County Climate-Friendly Purchasing Policy (policy is located online at www.co.monterey.ca.us/admin/policies.htm).
- 6.3 CONTRACTOR shall use generally accepted and best professional standards and methods for all towing services provided.
- 6.4 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested towing service at no additional expense to the County.
- 6.5 CONTRACTOR's employees shall be required to be properly identified by attire preferably with name of company on CONTRACTOR supplied uniforms which must be worn when providing services.
- 6.6 The Scope of Work includes but is not limited to the following:
- All work shall be done on a work order basis as requested by the ordering County department.
- 6.6.1 CONTRACTOR shall provide towing service twenty-four (24) hours per day, seven (7) days per week.
- 6.6.2 CONTRACTOR tow truck drivers shall be eighteen (18) years of age and trained at a sufficient level of competence to operate the appropriate class of tow truck they are driving.
- 6.6.3 CONTRACTOR shall have sufficient equipment available to perform all services required, and to do so in a timely and responsible manner.
- 6.6.4 CONTRACTOR shall own or lease for exclusive use by CONTRACTOR all equipment used to perform the services set forth in this RFP.
- 6.6.5 CONTRACTOR shall maintain all equipment in good mechanical condition during the term of the AGREEMENT.
- 6.6.6 CONTRACTOR shall equip all towing vehicles with cellular phones, and cellular phone number shall be provided to requesting County Department at time of service request. CONTRACTOR shall follow all laws and regulations relating to the use of cellular phones in vehicles.
- 6.6.7 CONTRACTOR agrees that there will be no markings on its vehicles, property, correspondence, or elsewhere that advertises or tends to advertise an official relationship between CONTRACTOR and County.
- 6.6.8 CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events

requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the County.

- 6.6.9 CONTRACTOR shall tow as requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.
- 6.6.10 CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
- 6.6.11 CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal law, rules & regulations for the provision of such services, including all air emission requirements.
- 6.6.12 CONTRACTOR shall have a towing vehicle at the destination requested within twenty (20) minutes, barring inclement weather, traffic, response to remote County locations, and areas out of the County, from the time the CONTRATOR receives a call for service from County personnel.
- 6.6.13 CONTRACTOR shall contact the requesting County Department immediately if they are unable to locate the vehicle for additional directions.
- 6.6.14 CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
- 6.6.15 CONTRACTOR shall deliver County vehicle(s) to designated car dealerships for warranty work, recalls, and other such events, and return County vehicle(s) to the designated County facility as directed by the County.
- 6.6.16 CONTRACTOR shall inform ordering personnel if CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service and forfeit his/her turn in the rotation.
- 6.6.17 If CONTRACTOR fails to furnish a tow unit within the specified time, the County may cancel the tow request at no cost and request a tow unit from another CONTRACTOR.
- 6.6.18 CONTRACTOR shall forfeit CONTRACTOR's turn in the rotation if a tow is cancelled.
- 6.6.19 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services should the County determine time is of the essence.
- 6.6.20 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services based on the distance the vehicle to be towed is from the County.
- 6.6.21 CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
- 6.6.22 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by requesting County personnel.
- 6.6.23 CONTRACTOR shall maintain a manned twenty-four (24) hour, seven (7) days per week communications system. Answering machines are not acceptable.
- 6.6.24 CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.

- 6.6.25 CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award an Agreement.
- 6.6.26 CONTRACTOR shall maintain insurance and DMV registration documentation in good order and if full compliance with the requirements of the Agreement and RFP during the term of Agreement.
- 6.6.27 CONTRACTOR shall charge the County for the towing of vehicles on a round trip basis on a single invoice for each such delivery in accordance with the specifications set forth within RFP #10676.
- 6.6.28 The County department requesting the service call shall determine the type of service to be provided at the time of the assignment.
- 6.6.29 CONTRACTOR shall provide towing service on an "as needed" basis in established Monterey County District Boundaries as outlined below:

District 1 North County	All North Monterey County from county line South to and including Chualar, West to Marina, and Highway 68 from Salinas to Laureles Grade Road
District 2 Monterey	South of Marina to Carmel Highlands, Highway 68 from Monterey to Laureles Grade Road and all Carmel Valley Road to Arroyo Seco Road
District 3 Big Sur	Highway 1 South of Carmel Highlands to County line and all areas accessible from Highway 1, including all Nacimiento-Ferguson Road
District 4 Gonzales	Salinas Valley from South end of Chualar to South end of Greenfield, East to County line and all of Arroyo Seco Road
District 5 King City	Salinas Valley from South end of Greenfield to County line. Includes Highway 198, Parkfield, Lockwood, Bryson-Hesperia and Lake San Antonio

The following four (4) areas are the only authorized drop-off locations for County owned vehicles to be delivered to:

Monterey County Fleet Shop
855 East Laurel Drive Bldg. A
Salinas, CA. 93905

Tire King
112 1st St.
King City, CA. 93930

Monterey County Toro Park
Park Shop Building
Hwy 68 Toro Park
Salinas, CA. 93908

Lake San Antonio
Park Shop Building
South Shore Lynch Road
Lake San Antonio, CA

- 6.7 CONTRACTORS shall fully protect County vehicles entrusted to CONTRACTOR'S care while providing towing services.
- 6.8 CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.

End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10676)

Company Name: Autoprises I, Inc. dba Salinas Auto Center

	SERVICE	FLAT RATE
1	Tow Service, light tow truck one (1) ton within ten (10) mile radius of the nearest County shop.	\$ 100.00
2	Tow Service, light tow truck one (1) ton each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	\$ 5.00
3	Tow Service, medium tow truck (up to 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	N/A
4	Tow Service, light tow truck (up to 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	N/A
5	Tow Service, heavy tow truck (over 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	N/A
6	Tow Service, heavy tow truck (over 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	N/A
7	Lock out service: charge to unlock vehicles within County of Monterey Districts in which lock out service will be provided <ul style="list-style-type: none"> • Vehicles in District 4 Gonzales • Vehicles in District 5 King City 	DISTRICT 1 \$ 100.00
8	Dolly Tow	\$ 50.00
9	Standby time* (see note below)	\$ 100.00

*Hourly labor charge at the scene may begin after fifteen (15) minutes including standby time and shall be charged in ¼ hour increments.

All rates quoted reflect a 24-hour service price.
Outside the ten-mile radius, the odometer reading starts from the point of pickup to the point of drop off. Odometer reading shall be submitted.

CONTRACTOR: Salinas Auto Center
Print Name of Company

ACCEPTANCE BY CONTRACTOR:

Signature: Thia Van Alden

Title: President

Date: 7/1/18

End of Exhibit B

**EXHIBIT C INCORPORATION OF RFP #10676 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10676, COUNTYWIDE TOWING SERVICES. AUTOPRISES I, INC., dba SALINAS AUTO CENTER submitted a responsive and responsible proposal to perform the services listed in RFP #10676.

RFP #10676 and the Proposal submitted by AUTOPRISES I, INC., dba SALINAS AUTO CENTER are hereby incorporated into the Agreement by this reference.

End of Exhibit C

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
PDP INVESTMENTS, INC. DBA P&R TOWING - PETE'S TOWING
RFP 10676 – COUNTYWIDE TOWING SERVICES**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: **PDP INVESTMENTS, INC, DBA P&R TOWING - PETE'S TOWING**, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A Scope of Services**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Countywide Towing services for the County of Monterey.

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of three (3) years from **September 1, 2018 to September 1, 2021** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.
- 2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10676 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10676**
- **CONTRACTOR's Proposal Package dated June 28, 2018.**

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT B Pricing Sheet**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 Prices shall remain firm for the initial term of this Agreement.
 - 4.02.01 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.02.02 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.03 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.04 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.05 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.06 Tax:
 - 4.06.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.06.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10676** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public

funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: County of Monterey Contracts/Purchasing Dept.	FOR CONTRACTOR: PDP Investments, Inc. dba P&R Towing - Pete's Towing
Name and Title	Name and Title
1488 Schilling Place Salinas, CA 93901	29 W. Lake St. Salinas, CA 93901
Address	Address
(831)755-4990	(831) 422-2989
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 

Contracts/Purchasing Officer

Date: 8/31/18

By: _____
Department Head (if applicable)

Date: _____


Approved as to Form¹

By: 

County Counsel

Date: 8/13/18

Approved as to Fiscal Provisions²

By: 

Auditor/Controller

Date: 8/13/18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

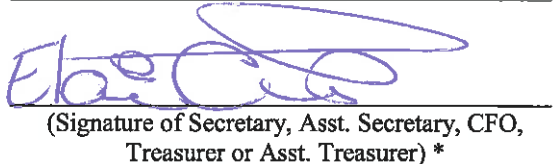
PDP Investments, Inc.
dba P&R Towing – Pete's Towing

Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President) *

PETE PEREZ JR - PRESIDENT
Name and Title

Date: AUG 7th, 2018

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

ELAINE GARCIA - TREASURER
Name and Title

Date: AUG 7th, 2018

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the County.

- 6.6.9 CONTRACTOR shall tow as requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.
- 6.6.10 CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
- 6.6.11 CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal law, rules & regulations for the provision of such services, including all air emission requirements.
- 6.6.12 CONTRACTOR shall have a towing vehicle at the destination requested within twenty (20) minutes, barring inclement weather, traffic, response to remote County locations, and areas out of the County, from the time the CONTRATOR receives a call for service from County personnel.
- 6.6.13 CONTRACTOR shall contact the requesting County Department immediately if they are unable to locate the vehicle for additional directions.
- 6.6.14 CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
- 6.6.15 CONTRACTOR shall deliver County vehicle(s) to designated car dealerships for warranty work, recalls, and other such events, and return County vehicle(s) to the designated County facility as directed by the County.
- 6.6.16 CONTRACTOR shall inform ordering personnel if CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service and forfeit his/her turn in the rotation.
- 6.6.17 If CONTRACTOR fails to furnish a tow unit within the specified time, the County may cancel the tow request at no cost and request a tow unit from another CONTRACTOR.
- 6.6.18 CONTRACTOR shall forfeit CONTRACTOR's turn in the rotation if a tow is cancelled.
- 6.6.19 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services should the County determine time is of the essence.
- 6.6.20 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services based on the distance the vehicle to be towed is from the County.
- 6.6.21 CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
- 6.6.22 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by requesting County personnel.
- 6.6.23 CONTRACTOR shall maintain a manned twenty-four (24) hour, seven (7) days per week communications system. Answering machines are not acceptable.
- 6.6.24 CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.

- 6.6.25 CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award an Agreement.
- 6.6.26 CONTRACTOR shall maintain insurance and DMV registration documentation in good order and if full compliance with the requirements of the Agreement and RFP during the term of Agreement.
- 6.6.27 CONTRACTOR shall charge the County for the towing of vehicles on a round trip basis on a single invoice for each such delivery in accordance with the specifications set forth within RFP #10676.
- 6.6.28 The County department requesting the service call shall determine the type of service to be provided at the time of the assignment.
- 6.6.29 CONTRACTOR shall provide towing service on an "as needed" basis in established Monterey County District Boundaries as outlined below:

District 1 North County	All North Monterey County from county line South to and including Chualar, West to Marina, and Highway 68 from Salinas to Laureles Grade Road
District 2 Monterey	South of Marina to Carmel Highlands, Highway 68 from Monterey to Laureles Grade Road and all Carmel Valley Road to Arroyo Seco Road
District 3 Big Sur	Highway 1 South of Carmel Highlands to County line and all areas accessible from Highway 1, including all Nacimiento-Ferguson Road
District 4 Gonzales	Salinas Valley from South end of Chualar to South end of Greenfield, East to County line and all of Arroyo Seco Road
District 5 King City	Salinas Valley from South end of Greenfield to County line. Includes Highway 198, Parkfield, Lockwood, Bryson-Hesperia and Lake San Antonio

The following four (4) areas are the only authorized drop-off locations for County owned vehicles to be delivered to:

Monterey County Fleet Shop
855 East Laurel Drive Bldg. A
Salinas, CA. 93905

Tire King
112 1st St.
King City, CA. 93930

Monterey County Toro Park
Park Shop Building
Hwy 68 Toro Park
Salinas, CA. 93908

Lake San Antonio
Park Shop Building
South Shore Lynch Road
Lake San Antonio, CA

- 6.7 CONTRACTORS shall fully protect County vehicles entrusted to CONTRACTOR'S care while providing towing services.
- 6.8 CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.

End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10676)

Company Name: PDP Investments, Inc. dba P&R Towing – Pete's Towing

	SERVICE	FLAT RATE
1	Tow Service, light tow truck one (1) ton within ten (10) mile radius of the nearest County shop.	
2	Tow Service, light tow truck one (1) ton each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	\$59.00
3	Tow Service, medium tow truck (up to 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	\$5.00
4	Tow Service, light tow truck (up to 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	\$25.00
5	Tow Service, heavy tow truck (over 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	\$5.00
6	Tow Service, heavy tow truck (over 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	\$155.00
7	Lock out service: charge to unlock vehicles within County of Monterey	\$5.00
	Districts in which lock out service will be provided	\$49.00
	<ul style="list-style-type: none"> • Vehicles in District 4 Gonzales • Vehicles in District 5 King City 	
8	Dolly Tow	
9	Standby time* (see note below)	\$35.00
	*Hourly labor charge at the scene may begin after fifteen (15) minutes including standby time and shall be charged in 1/4 hour increments.	\$125.00
<p>All rates quoted reflect a 24-hour service price. Outside the ten-mile radius, the odometer reading starts from the point of pickup to the point of drop off. Odometer reading shall be submitted.</p>		
<p>CONTRACTOR: <u>PDP INVESTMENTS INC. DBA: P&R TOWING & PETE'S TOWING</u> Print Name of Company</p>		
<p>ACCEPTANCE BY CONTRACTOR:</p>		
<p>Signature: <u>[Signature]</u></p>		
<p>Title: <u>PRESIDENT</u></p>		
<p>Date: <u>6/28/12</u></p>		

End of Exhibit B

**EXHIBIT C INCORPORATION OF RFP #10676 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10676, COUNTYWIDE TOWING SERVICES. PDP INVESTMENTS, INC., dba P&R TOWING – PETE'S TOWING submitted a responsive and responsible proposal to perform the services listed in RFP #10676.

RFP #10676 and the Proposal submitted by PDP INVESTMENTS, INC., dba P&R TOWING – PETE'S TOWING are hereby incorporated into the Agreement by this reference.

End of Exhibit C

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
LEYVA'S TOWING, INC.
RFP 10676 – COUNTYWIDE TOWING SERVICES**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: **LEYVA'S TOWING, INC.**, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A Scope of Services**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: **Countywide Towing services for the County of Monterey.**

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of three (3) years from **September 1, 2018 to September 1, 2021** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.
- 2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10676 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10676**
- **CONTRACTOR's Proposal Package dated June 21, 2018.**

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay **CONTRACTOR** in accordance with the payment provisions set forth in **EXHIBIT B Pricing Sheet**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 Prices shall remain firm for the initial term of this Agreement.
 - 4.02.01 Negotiations for rate changes shall be commenced, by **CONTRACTOR**, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.02.02 Rate changes are not binding unless mutually agreed upon in writing by the County and **CONTRACTOR**.
- 4.03 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.04 Any discount offered by the **CONTRACTOR** must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.05 **CONTRACTOR** shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.06 Tax:
 - 4.06.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.06.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.01 **CONTRACTOR** warrants that **CONTRACTOR** and **CONTRACTOR's** agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 **CONTRACTOR**, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 **CONTRACTOR** shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. **CONTRACTOR** shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10676** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or files.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with work under an AGREEMENT until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither reduce or decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: Arranges, except surety, shall be issued by companies which hold a current policy holder's A rating and financial size category rating of not less than A - VII, according to the current Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations coverage for Bodily Injury and Property Damage, Personal Injury, Contract Liability, Broad form Property Damage, Independent Contractor's and Completed Operations, with a combined single limit for Bodily and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public

funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: County of Monterey Contracts/Purchasing Dept.	FOR CONTRACTOR: Leyva's Towing, Inc.
Name and Title	Name and Title
1488 Schilling Place Salinas, CA 93901	1005 State St. Soledad, CA 93960
Address	Address
(831)755-4990	(831) 678-9030
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 

Contracts/Purchasing Officer

Date: 8/31/18

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: 

County Counsel

Date: 8/13/18

Approved as to Fiscal Provisions²

By: 

Auditor/Controller

Date: 8/13/18

Approved as to Liability Provisions³

By: _____

Risk Management

Date: _____

CONTRACTOR


Leyva's Towing, Inc.

Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President) *

Gustavo Leyva - President
Name and Title

Date: 8/10/18

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Connie Leyva - Secretary
Name and Title

Date: 8/10/18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10676)

-
- 6.1 **CONTRACTOR Minimum Work Performance Percentage:** CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 6.2 CONTRACTOR shall use alternative fuel vehicles whenever feasible in compliance with the County Climate-Friendly Purchasing Policy (policy is located online at www.co.monterey.ca.us/admin/policies.htm).
- 6.3 CONTRACTOR shall use generally accepted and best professional standards and methods for all towing services provided.
- 6.4 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested towing service at no additional expense to the County.
- 6.5 CONTRACTOR's employees shall be required to be properly identified by attire preferably with name of company on CONTRACTOR supplied uniforms which must be worn when providing services.
- 6.6 The Scope of Work includes but is not limited to the following:
All work shall be done on a work order basis as requested by the ordering County department.
- 6.6.1 CONTRACTOR shall provide towing service twenty-four (24) hours per day, seven (7) days per week.
- 6.6.2 CONTRACTOR tow truck drivers shall be eighteen (18) years of age and trained at a sufficient level of competence to operate the appropriate class of tow truck they are driving.
- 6.6.3 CONTRACTOR shall have sufficient equipment available to perform all services required, and to do so in a timely and responsible manner.
- 6.6.4 CONTRACTOR shall own or lease for exclusive use by CONTRACTOR all equipment used to perform the services set forth in this RFP.
- 6.6.5 CONTRACTOR shall maintain all equipment in good mechanical condition during the term of the AGREEMENT.
- 6.6.6 CONTRACTOR shall equip all towing vehicles with cellular phones, and cellular phone number shall be provided to requesting County Department at time of service request. CONTRACTOR shall follow all laws and regulations relating to the use of cellular phones in vehicles.
- 6.6.7 CONTRACTOR agrees that there will be no markings on its vehicles, property, correspondence, or elsewhere that advertises or tends to advertise an official relationship between CONTRACTOR and County.
- 6.6.8 CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events

requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the County.

- 6.6.9 CONTRACTOR shall tow as requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.
- 6.6.10 CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
- 6.6.11 CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal law, rules & regulations for the provision of such services, including all air emission requirements.
- 6.6.12 CONTRACTOR shall have a towing vehicle at the destination requested within twenty (20) minutes, barring inclement weather, traffic, response to remote County locations, and areas out of the County, from the time the CONTRATOR receives a call for service from County personnel.
- 6.6.13 CONTRACTOR shall contact the requesting County Department immediately if they are unable to locate the vehicle for additional directions.
- 6.6.14 CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
- 6.6.15 CONTRACTOR shall deliver County vehicle(s) to designated car dealerships for warranty work, recalls, and other such events, and return County vehicle(s) to the designated County facility as directed by the County.
- 6.6.16 CONTRACTOR shall inform ordering personnel if CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service and forfeit his/her turn in the rotation.
- 6.6.17 If CONTRACTOR fails to furnish a tow unit within the specified time, the County may cancel the tow request at no cost and request a tow unit from another CONTRACTOR.
- 6.6.18 CONTRACTOR shall forfeit CONTRACTOR's turn in the rotation if a tow is cancelled.
- 6.6.19 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services should the County determine time is of the essence.
- 6.6.20 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services based on the distance the vehicle to be towed is from the County.
- 6.6.21 CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
- 6.6.22 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by requesting County personnel.
- 6.6.23 CONTRACTOR shall maintain a manned twenty-four (24) hour, seven (7) days per week communications system. Answering machines are not acceptable.
- 6.6.24 CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.

- 6.6.25 CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award an Agreement.
- 6.6.26 CONTRACTOR shall maintain insurance and DMV registration documentation in good order and if full compliance with the requirements of the Agreement and RFP during the term of Agreement.
- 6.6.27 CONTRACTOR shall charge the County for the towing of vehicles on a round trip basis on a single invoice for each such delivery in accordance with the specifications set forth within RFP #10676.
- 6.6.28 The County department requesting the service call shall determine the type of service to be provided at the time of the assignment.
- 6.6.29 CONTRACTOR shall provide towing service on an "as needed" basis in established Monterey County District Boundaries as outlined below:

District 1 North County	All North Monterey County from county line South to and including Chualar, West to Marina, and Highway 68 from Salinas to Laureles Grade Road
District 2 Monterey	South of Marina to Carmel Highlands, Highway 68 from Monterey to Laureles Grade Road and all Carmel Valley Road to Arroyo Seco Road
District 3 Big Sur	Highway 1 South of Carmel Highlands to County line and all areas accessible from Highway 1, including all Nacimiento-Ferguson Road
District 4 Gonzales	Salinas Valley from South end of Chualar to South end of Greenfield, East to County line and all of Arroyo Seco Road
District 5 King City	Salinas Valley from South end of Greenfield to County line. Includes Highway 198, Parkfield, Lockwood, Bryson-Hesperia and Lake San Antonio

The following four (4) areas are the only authorized drop-off locations for County owned vehicles to be delivered to:

Monterey County Fleet Shop
855 East Laurel Drive Bldg. A
Salinas, CA. 93905

Tire King
112 1st St.
King City, CA. 93930

Monterey County Toro Park
Park Shop Building
Hwy 68 Toro Park
Salinas, CA. 93908

Lake San Antonio
Park Shop Building
South Shore Lynch Road
Lake San Antonio, CA

- 6.7 CONTRACTORS shall fully protect County vehicles entrusted to CONTRACTOR'S care while providing towing services.
- 6.8 CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.

End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10676)

Company Name: Leyva's Towing, Inc.

ATTACHMENT A: PRICING SHEET

	SERVICE	FLAT RATE
1	Tow Service, light tow truck one (1) ton within ten (10) mile radius of the nearest County shop.	<i>#75.</i>
2	Tow Service, light tow truck one (1) ton each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	<i>#3.</i>
3	Tow Service, medium tow truck (up to 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	<i>#100.</i>
<i>Should be Medium Duty</i> 4 →	Tow Service, light tow truck (up to 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	<i>#5</i>
5	Tow Service, heavy tow truck (over 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	<i>#180.</i>
6	Tow Service, heavy tow truck (over 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	<i>#5</i>
7	Lock out service: charge to unlock vehicles within County of Monterey <i>Includes 5 Free miles, \$2.50 per mile after 5 Free.</i> Districts in which lock out service will be provided <ul style="list-style-type: none"> • Vehicles in District 4 Gonzales • Vehicles in District 5 King City 	<i>#75</i>
8	Dolly Tow	<i>#35.</i>
9	Standby time* (see note below)	<i>#120.</i>

*Hourly labor charge at the scene may begin after fifteen (15) minutes including standby time and shall be charged in ¼ hour increments.

All rates quoted reflect a 24-hour service price.

Outside the ten-mile radius, the odometer reading starts from the point of pickup to the point of drop off. Odometer reading shall be submitted.

CONTRACTOR:

Print Name of Company

ACCEPTANCE BY CONTRACTOR:

Signature: _____

Title: _____

Date: _____

Diana Luna
Deputy Purchasing Agent

** Services not included, if approved please add*
Jump Start = \$75, 5 Free miles, \$2.50 after that.
Tire Change = \$75, 5 Free Miles, \$2.50 after that.

End of Exhibit B

**EXHIBIT C INCORPORATION OF RFP #10676 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10676, COUNTYWIDE TOWING SERVICES. LEYVA'S TOWING, INC. submitted a responsive and responsible proposal to perform the services listed in RFP #10676.

RFP #10676 and the Proposal submitted by LEYVA'S TOWING, INC. hereby incorporated into the Agreement by this reference.

End of Exhibit C

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
JUAN J MESA ESPINOSA DBA MESA TOWING & TRANSPORT
RFP 10676 – COUNTYWIDE TOWING SERVICES**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: **JUAN J MESA ESPINOSA, DBA MESA TOWING & TRANSPORT**, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A Scope of Services**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: **Countywide Towing services for the County of Monterey.**

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of three (3) years from **September 1, 2018 to September 1, 2021** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.
- 2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10676 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- RFP #10676
- CONTRACTOR’s Proposal Package dated July 5, 2018.

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay **CONTRACTOR** in accordance with the payment provisions set forth in **EXHIBIT B Pricing Sheet**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 Prices shall remain firm for the initial term of this Agreement.
 - 4.02.01 Negotiations for rate changes shall be commenced, by **CONTRACTOR**, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.02.02 Rate changes are not binding unless mutually agreed upon in writing by the County and **CONTRACTOR**.
- 4.03 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.04 Any discount offered by the **CONTRACTOR** must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.05 **CONTRACTOR** shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.06 Tax:
 - 4.06.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.06.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.01 **CONTRACTOR** warrants that **CONTRACTOR** and **CONTRACTOR's** agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 **CONTRACTOR**, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 **CONTRACTOR** shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. **CONTRACTOR** shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10676** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public

funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: County of Monterey Contracts/Purchasing Dept.	FOR CONTRACTOR: Juan J Mesa Espinosa dba Mesa Towing & Transport
Name and Title	Name and Title
1488 Schilling Place Salinas, CA 93901	533 Crescent Way Salinas, CA 93906
Address	Address
(831)755-4990	(831) 998-1194
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 

Contracts/Purchasing Officer

Date: 8/31/18

By: _____
Department Head (if applicable)

Date: _____


Approved as to Form¹

By: 

Deputy County Counsel

Date: 8/13/18

Approved as to Fiscal Provisions²

By: 

Auditor/Controller

Date: 8/13/18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Juan J Mesa Espinosa
dba Mesa Towing & Transport

Contractor's Business Name*

By: JUAN J MESA
(Signature of Chair, President, or Vice-President) *

JUAN J. MESA ESPINOSA OWNER
Name and Title

Date: 8-9-18

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10676)

- 6.1 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 6.2 CONTRACTOR shall use alternative fuel vehicles whenever feasible in compliance with the County Climate-Friendly Purchasing Policy (policy is located online at).
- 6.3 CONTRACTOR shall use generally accepted and best professional standards and methods for all towing services provided.
- 6.4 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested towing service at no additional expense to the County.
- 6.5 CONTRACTOR's employees shall be required to be properly identified by attire preferably with name of company on CONTRACTOR supplied uniforms which must be worn when providing services.
- 6.6 The Scope of Work includes but is not limited to the following:
All work shall be done on a work order basis as requested by the ordering County department.
- 6.6.1 CONTRACTOR shall provide towing service twenty-four (24) hours per day, seven (7) days per week.
- 6.6.2 CONTRACTOR tow truck drivers shall be eighteen (18) years of age and trained at a sufficient level of competence to operate the appropriate class of tow truck they are driving.
- 6.6.3 CONTRACTOR shall have sufficient equipment available to perform all services required, and to do so in a timely and responsible manner.
- 6.6.4 CONTRACTOR shall own or lease for exclusive use by CONTRACTOR all equipment used to perform the services set forth in this RFP.
- 6.6.5 CONTRACTOR shall maintain all equipment in good mechanical condition during the term of the AGREEMENT.
- 6.6.6 CONTRACTOR shall equip all towing vehicles with cellular phones, and cellular phone number shall be provided to requesting County Department at time of service request. CONTRACTOR shall follow all laws and regulations relating to the use of cellular phones in vehicles.
- 6.6.7 CONTRACTOR agrees that there will be no markings on its vehicles, property, correspondence, or elsewhere that advertises or tends to advertise an official relationship between CONTRACTOR and County.
- 6.6.8 CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events

requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the County.

- 6.6.9 CONTRACTOR shall tow as requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.
- 6.6.10 CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
- 6.6.11 CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal law, rules & regulations for the provision of such services, including all air emission requirements.
- 6.6.12 CONTRACTOR shall have a towing vehicle at the destination requested within twenty (20) minutes, barring inclement weather, traffic, response to remote County locations, and areas out of the County, from the time the CONTRATOR receives a call for service from County personnel.
- 6.6.13 CONTRACTOR shall contact the requesting County Department immediately if they are unable to locate the vehicle for additional directions.
- 6.6.14 CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
- 6.6.15 CONTRACTOR shall deliver County vehicle(s) to designated car dealerships for warranty work, recalls, and other such events, and return County vehicle(s) to the designated County facility as directed by the County.
- 6.6.16 CONTRACTOR shall inform ordering personnel if CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service and forfeit his/her turn in the rotation.
- 6.6.17 If CONTRACTOR fails to furnish a tow unit within the specified time, the County may cancel the tow request at no cost and request a tow unit from another CONTRACTOR.
- 6.6.18 CONTRACTOR shall forfeit CONTRACTOR's turn in the rotation if a tow is cancelled.
- 6.6.19 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services should the County determine time is of the essence.
- 6.6.20 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services based on the distance the vehicle to be towed is from the County.
- 6.6.21 CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
- 6.6.22 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by requesting County personnel.
- 6.6.23 CONTRACTOR shall maintain a manned twenty-four (24) hour, seven (7) days per week communications system. Answering machines are not acceptable.
- 6.6.24 CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.

- 6.6.25 CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award an Agreement.
- 6.6.26 CONTRACTOR shall maintain insurance and DMV registration documentation in good order and if full compliance with the requirements of the Agreement and RFP during the term of Agreement.
- 6.6.27 CONTRACTOR shall charge the County for the towing of vehicles on a round trip basis on a single invoice for each such delivery in accordance with the specifications set forth within RFP #10676.
- 6.6.28 The County department requesting the service call shall determine the type of service to be provided at the time of the assignment.
- 6.6.29 CONTRACTOR shall provide towing service on an "as needed" basis in established Monterey County District Boundaries as outlined below:

District 1 North County	All North Monterey County from county line South to and including Chualar, West to Marina, and Highway 68 from Salinas to Laureles Grade Road
District 2 Monterey	South of Marina to Carmel Highlands, Highway 68 from Monterey to Laureles Grade Road and all Carmel Valley Road to Arroyo Seco Road
District 3 Big Sur	Highway 1 South of Carmel Highlands to County line and all areas accessible from Highway 1, including all Nacimiento-Ferguson Road
District 4 Gonzales	Salinas Valley from South end of Chualar to South end of Greenfield, East to County line and all of Arroyo Seco Road
District 5 King City	Salinas Valley from South end of Greenfield to County line. Includes Highway 198, Parkfield, Lockwood, Bryson-Hesperia and Lake San Antonio

The following four (4) areas are the only authorized drop-off locations for County owned vehicles to be delivered to:

Monterey County Fleet Shop
855 East Laurel Drive Bldg. A
Salinas, CA. 93905

Tire King
112 1st St.
King City, CA. 93930

Monterey County Toro Park
Park Shop Building
Hwy 68 Toro Park
Salinas, CA. 93908

Lake San Antonio
Park Shop Building
South Shore Lynch Road
Lake San Antonio, CA

- 6.7 CONTRACTORS shall fully protect County vehicles entrusted to CONTRACTOR'S care while providing towing services.
- 6.8 CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.

End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10676)

Company Name: Juan J Mesa Espinosa dba Mesa Towing & Transport

	SERVICE	FLAT RATE
1	Tow Service, light tow truck one (1) ton within ten (10) mile radius of the nearest County shop.	50.-
2	Tow Service, light tow truck one (1) ton each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	4.50
3	Tow Service, medium tow truck (up to 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	
4	Tow Service, light tow truck (up to 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	
5	Tow Service, heavy tow truck (over 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	
6	Tow Service, heavy tow truck (over 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	
7	<p>Lock out service: charge to unlock vehicles within County of Monterey</p> <p>Districts in which lock out service will be provided</p> <ul style="list-style-type: none"> • Vehicles in District 4 Gonzales • Vehicles in District 5 King City 	45.-
8	Dolly Tow	
9	Standby time* (see note below)	125.-

*Hourly labor charge at the scene may begin after fifteen (15) minutes including standby time and shall be charged in ¼ hour increments.

All rates quoted reflect a 24-hour service price.
Outside the ten-mile radius, the odometer reading starts from the point of pickup to the point of drop off. Odometer reading shall be submitted.

CONTRACTOR: MESA TOWING & TRANSPORT
Print Name of Company

ACCEPTANCE BY CONTRACTOR:

Signature: Juan J. Mesa

Title: OWNER

Date: 7/5/18

End of Exhibit B

**EXHIBIT C INCORPORATION OF RFP #10676 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10676, COUNTYWIDE TOWING SERVICES. JUAN J MESA ESPINOSA, dba MESA TOWING & TRANSPORT submitted a responsive and responsible proposal to perform the services listed in RFP #10676.

RFP #10676 and the Proposal submitted by JUAN J MESA ESPINOSA, dba MESA TOWING & TRANSPORT are hereby incorporated into the Agreement by this reference.

End of Exhibit C

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
USA TOWING, INC
RFP 10676 – COUNTYWIDE TOWING SERVICES**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: **USA TOWING, INC.** (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A Scope of Services**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Countywide Towing services for the County of Monterey.

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of three (3) years from **September 1, 2018 to September 1, 2021** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.
- 2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10676 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10676**
- **CONTRACTOR's Proposal Package dated July 1, 2018.**

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay **CONTRACTOR** in accordance with the payment provisions set forth in **EXHIBIT B Pricing Sheet**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 Prices shall remain firm for the initial term of this Agreement.
 - 4.02.01 Negotiations for rate changes shall be commenced, by **CONTRACTOR**, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.02.02 Rate changes are not binding unless mutually agreed upon in writing by the County and **CONTRACTOR**.
- 4.03 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.04 Any discount offered by the **CONTRACTOR** must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.05 **CONTRACTOR** shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.06 Tax:
 - 4.06.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.06.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.01 **CONTRACTOR** warrants that **CONTRACTOR** and **CONTRACTOR's** agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 **CONTRACTOR**, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 **CONTRACTOR** shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. **CONTRACTOR** shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10676** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public

funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
County of Monterey	USA Towing, Inc.
Contracts/Purchasing Dept.	
Name and Title	Name and Title
1488 Schilling Place	637 Abbott Street
Salinas, CA 93901	Salinas, CA 93901
Address	Address
(831)755-4990	(831) 758-2599
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent

assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 8/31/18

By: _____
Department Head (if applicable)

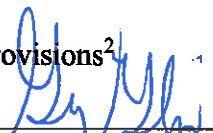
Date: _____

Approved as to Form¹

By: 
Deputy County Counsel

Date: 8/13/18

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 8/13/18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

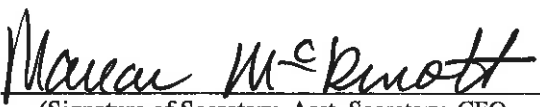
USA Towing, Inc.

Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President) *

Baawinder Singh / President
Name and Title

Date: 8-10-18

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Marian McDermott
Secretary
Name and Title

Date: 8-10-18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10676)

- 6.1 **CONTRACTOR Minimum Work Performance Percentage:** CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 6.2 CONTRACTOR shall use alternative fuel vehicles whenever feasible in compliance with the County Climate-Friendly Purchasing Policy (policy is located online at www.co.monterey.ca.us/admin/policies.htm).
- 6.3 CONTRACTOR shall use generally accepted and best professional standards and methods for all towing services provided.
- 6.4 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested towing service at no additional expense to the County.
- 6.5 CONTRACTOR's employees shall be required to be properly identified by attire preferably with name of company on CONTRACTOR supplied uniforms which must be worn when providing services.
- 6.6 The Scope of Work includes but is not limited to the following:
- All work shall be done on a work order basis as requested by the ordering County department.
- 6.6.1 CONTRACTOR shall provide towing service twenty-four (24) hours per day, seven (7) days per week.
- 6.6.2 CONTRACTOR tow truck drivers shall be eighteen (18) years of age and trained at a sufficient level of competence to operate the appropriate class of tow truck they are driving.
- 6.6.3 CONTRACTOR shall have sufficient equipment available to perform all services required, and to do so in a timely and responsible manner.
- 6.6.4 CONTRACTOR shall own or lease for exclusive use by CONTRACTOR all equipment used to perform the services set forth in this RFP.
- 6.6.5 CONTRACTOR shall maintain all equipment in good mechanical condition during the term of the AGREEMENT.
- 6.6.6 CONTRACTOR shall equip all towing vehicles with cellular phones, and cellular phone number shall be provided to requesting County Department at time of service request. CONTRACTOR shall follow all laws and regulations relating to the use of cellular phones in vehicles.
- 6.6.7 CONTRACTOR agrees that there will be no markings on its vehicles, property, correspondence, or elsewhere that advertises or tends to advertise an official relationship between CONTRACTOR and County.
- 6.6.8 CONTRACTOR shall have operable towing vehicles and personnel available to service any special towing needs of the County occasioned by special events

requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the County.

- 6.6.9 CONTRACTOR shall tow as requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.
- 6.6.10 CONTRACTOR shall equip all towing vehicles with the necessary equipment to perform emergency and non-emergency towing and recovery according to industry standards.
- 6.6.11 CONTRACTOR shall provide towing services in compliance with all applicable County, State and Federal law, rules & regulations for the provision of such services, including all air emission requirements.
- 6.6.12 CONTRACTOR shall have a towing vehicle at the destination requested within twenty (20) minutes, barring inclement weather, traffic, response to remote County locations, and areas out of the County, from the time the CONTRATOR receives a call for service from County personnel.
- 6.6.13 CONTRACTOR shall contact the requesting County Department immediately if they are unable to locate the vehicle for additional directions.
- 6.6.14 CONTRACTOR shall respond promptly to County's inquiry regarding the status of any County vehicle being towed.
- 6.6.15 CONTRACTOR shall deliver County vehicle(s) to designated car dealerships for warranty work, recalls, and other such events, and return County vehicle(s) to the designated County facility as directed by the County.
- 6.6.16 CONTRACTOR shall inform ordering personnel if CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service and forfeit his/her turn in the rotation.
- 6.6.17 If CONTRACTOR fails to furnish a tow unit within the specified time, the County may cancel the tow request at no cost and request a tow unit from another CONTRACTOR.
- 6.6.18 CONTRACTOR shall forfeit CONTRACTOR's turn in the rotation if a tow is cancelled.
- 6.6.19 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services should the County determine time is of the essence.
- 6.6.20 COUNTY shall, at its discretion, have the right to contact alternate sources of towing services based on the distance the vehicle to be towed is from the County.
- 6.6.21 CONTRACTOR shall not authorize another company or person to fill a service request assigned by the County to that CONTRACTOR.
- 6.6.22 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by requesting County personnel.
- 6.6.23 CONTRACTOR shall maintain a manned twenty-four (24) hour, seven (7) days per week communications system. Answering machines are not acceptable.
- 6.6.24 CONTRACTOR shall provide its after-hours and weekend contact telephone numbers to the County.

- 6.6.25 CONTRACTOR shall provide current proof of insurance and proof of current DMV registration for each towing vehicle upon award an Agreement.
- 6.6.26 CONTRACTOR shall maintain insurance and DMV registration documentation in good order and if full compliance with the requirements of the Agreement and RFP during the term of Agreement.
- 6.6.27 CONTRACTOR shall charge the County for the towing of vehicles on a round trip basis on a single invoice for each such delivery in accordance with the specifications set forth within RFP #10676.
- 6.6.28 The County department requesting the service call shall determine the type of service to be provided at the time of the assignment.
- 6.6.29 CONTRACTOR shall provide towing service on an "as needed" basis in established Monterey County District Boundaries as outlined below:

District 1 North County	All North Monterey County from county line South to and including Chualar, West to Marina, and Highway 68 from Salinas to Laureles Grade Road
District 2 Monterey	South of Marina to Carmel Highlands, Highway 68 from Monterey to Laureles Grade Road and all Carmel Valley Road to Arroyo Seco Road
District 3 Big Sur	Highway 1 South of Carmel Highlands to County line and all areas accessible from Highway 1, including all Nacimiento-Ferguson Road
District 4 Gonzales	Salinas Valley from South end of Chualar to South end of Greenfield, East to County line and all of Arroyo Seco Road
District 5 King City	Salinas Valley from South end of Greenfield to County line. Includes Highway 198, Parkfield, Lockwood, Bryson-Hesperia and Lake San Antonio

The following four (4) areas are the only authorized drop-off locations for County owned vehicles to be delivered to:

Monterey County Fleet Shop
855 East Laurel Drive Bldg. A
Salinas, CA. 93905

Tire King
112 1st St.
King City, CA. 93930

Monterey County Toro Park
Park Shop Building
Hwy 68 Toro Park
Salinas, CA. 93908

Lake San Antonio
Park Shop Building
South Shore Lynch Road
Lake San Antonio, CA

- 6.7 CONTRACTORS shall fully protect County vehicles entrusted to CONTRACTOR'S care while providing towing services.
- 6.8 CONTRACTOR shall be responsible for all claims for damage sustained to County vehicles and/or property from the origin of towing to the destination while providing the towing services.

End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10676)

Company Name: U.S.A. Towing, Inc.

	SERVICE	FLAT RATE
1	Tow Service, light tow truck one (1) ton within ten (10) mile radius of the nearest County shop.	60
2	Tow Service, light tow truck one (1) ton each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	5.50
3	Tow Service, medium tow truck (up to 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	85
4	Tow Service, light tow truck (up to 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	5.50
5	Tow Service, heavy tow truck (over 1-1/2 ton) within ten (10) mile radius of the nearest County shop.	155
6	Tow Service, heavy tow truck (over 1-1/2 ton) each mile over the ten (10) mile radius, "one way". Odometer reading shall be submitted.	5.50
7	Lock out service: charge to unlock vehicles within County of Monterey Districts in which lock out service will be provided <ul style="list-style-type: none"> Vehicles in District 4 Gonzales Vehicles in District 5 King City 	50
8	Dolly Tow	50
9	Standby time* (see note below)	40
		125

*Hourly labor charge at the scene may begin after fifteen (15) minutes including standby time and shall be charged in ¼ hour increments.

All rates quoted reflect a 24-hour service price.
Outside the ten-mile radius, the odometer reading starts from the point of pickup to the point of drop off. Odometer reading shall be submitted.

CONTRACTOR: USA Towing Inc.
Print Name of Company

ACCEPTANCE BY CONTRACTOR:

Signature: [Signature]

Title: Owner

Date: July 4, 2018

- | | | |
|----|---|------------------------|
| 1) | Winchout (aka Pullout or Extraction). vehicles stuck in sand, mud, ditch etc. | \$75.00 |
| 2) | Jumpstart | \$55.00 |
| 3) | Extra Labor, more than 1 truck and person is needed.
If 2 nd truck is needed to go over the ten mile radius fee of \$5.50 per mile applies as well. | \$50.00/person & truck |
| 4) | Tow service, each mile over the ten mile radius "one way" | \$5.50 |
| 5) | Storage Fee if applicable | \$35.00/ per day |

End of Exhibit B

**EXHIBIT C INCORPORATION OF RFP #10676 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10676, COUNTYWIDE TOWING SERVICES. USA TOWING, INC. submitted a responsive and responsible proposal to perform the services listed in RFP #10676.

RFP #10676 and the Proposal submitted by USA TOWING, INC are hereby incorporated into the Agreement by this reference.

End of Exhibit C

MONTEREY COUNTY

COUNTY ADMINISTRATIVE OFFICE
CONTRACTS/PURCHASING DIVISION

1488 Schilling Place
Salinas CA 93901
(831) 755-4990
FAX (831) 755-4969
www.co.monterey.ca.us/admin/candp.htm



September 4, 2018

Monterey County Clerk of the Board

RE: Documents RFP 10676 Towing Services

Hello,

Enclosed are the original executed Agreements as approved by the Board of Supervisors during the August 28th Board of Supervisors meeting item number 18-810, agreement No. A-14100

Sincerely,

Tom Skinner
Management Analyst III/Deputy Purchasing Agent
County of Monterey
Contracts/Purchasing
(831) 784-5791
skinnerwt@co.monterey.ca.us