

**G&W  
TOWING  
SERVICE  
CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT**

FOR TOWING SERVICES THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and G & W Towing, a licensed automobile towing service (“Contractor”).

**WITNESSETH:**

- A. WHEREAS, City proposes to have Contractor perform towing services as described herein below; and
- B. WHEREAS, Contractor represents that it experienced in providing such services for government entities and is able to provide personnel with the requisite experience, skill, and background to carry out these duties; and
- C. WHEREAS, City and Contractor desire to contract for specific services in connection with this Agreement, as described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Contractor’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference. Contractor shall also adhere to the requirements in the City of Costa Mesa Police Department “Tow Policy Guidelines and Requirements,” attached hereto as Exhibit “C” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor’s performance of this Agreement. It is understood and agreed that Contractor shall maintain a current Tow Operator Permit with the City as called for in City Council Resolution 08-67.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and

safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement, including, but not limited to Costa Mesa Municipal Code Sections 9-271 *et seq.* and any amendments thereto. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may not engage a subcontractor, but may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.7 Notification of Changes in Ownership. Contractor shall notify the City in writing within thirty (30) days of any changes in ownership or financial interest by any person in Contractor's business.

1.8 Notification of Criminal or Civil Actions. Contractor shall within thirty (30) days of becoming aware of same notify the City in writing of the filing or initiation of any criminal charges or civil litigation naming as a party any person holding a financial interest in Contractor's business.

1.9 Contractor is to collect fees for City per User Fees schedule adopted by City Council Resolution 08-87. It is understood and agreed that the rotational tow services permit is valid for two years per Section 9-277 of the Municipal Code.

1.10 Contractor to charge rates per fee schedules in Resolution 08-65.

1.11 Free services provided to the City – Contractor shall provide free towing services and free tire change, jump start and assistance with lockout for City owned vehicles in the City of Costa Mesa City limits. The exceptions to this requirement are City vehicles weighing more than 6,000 lbs., which shall be charged the standard tow rate; and, City vehicles (CMPD or other) outside the City of Costa Mesa, which shall only be charged the tow mileage rate. Additional free services include the donation by contractor of two unclaimed vehicles (ready for

demolition) per month for training purposes to the Costa Mesa Fire Department (CMFD), to be dropped off and picked up from the CMFD training lot at no charge to the City.

1.12 Contractor shall maintain “response to scene” standards are set forth by the Costa Mesa Police Department (CMPD) in its Police Tow Policy Guidelines and Requirements, attached thereto as Exhibit “D.”

1.13 For any vehicle release during business hours, a person should wait no longer than 20 minutes to take possession of his/her vehicle after payment of fees, after business hours, a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator.

## **2.0. COMPENSATION AND BILLING PROVIDED BY THE CONTRACTOR**

### **2.1. No Compensation to Contractor by City.**

(a) Contractor will not be compensated by the City for its Services under this Agreement. Subject to the terms and conditions of this Agreement, Contractor will be compensated solely by responsible party (vehicle owner), for towing or storage related services provided by Contractor in the City according to the towing rates established by Resolution 08-65.

(b) Contractor shall charge fees to responsible party at or below the rates and charges set by City Council resolution as shown in Exhibit “D,” attached hereto and made a part of this Agreement (the “Fee Schedule”) and as amended from time to time.

### **2.2. Additional Services.**

(a) Contractor shall not receive compensation for any services provided outside the scope of services specified in the Response unless the Police Chief or his designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

(b) Tow Rotation – Contractor understands that each towing vendor with which the City contracts for towing services shall be rotated on a weekly basis, one week on and one week off, as assigned by the Costa Mesa Police Department (CMPD) in coordination with Telecommunications.

2.3. Records and Audits. Records of Contractor’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City’s Police Chief or his designee for inspection and/or audit at mutually convenient times for a period of four (4) years from the date of each tow.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective

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Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on February 28, 2014 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City, at its sole option, may extend this Agreement for three (3) additional one (1) year periods upon recommendation from the Police Department.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

#### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Garage Keeper's Liability with a policy limit of not less than One Hundred Thousand Dollars (\$100,000.00), combined single limits, per occurrence and aggregate.

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- (e) On-Hook/Cargo Insurance Coverage with a policy limit of not less than One Hundred Thousand Dollars (\$100,000.00), combined single limits, per occurrence and aggregate.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Designations. Contractor shall designate a company representative who shall represent it and be its agent in all consultations with City during the term of this Agreement. Such designee shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

G & W Towing  
965 W. 18<sup>th</sup> Street  
Costa Mesa, CA 92627

Tel: 949-642-1252

Fax: 949 646-3492

Attn: Wayne Miller

IF TO CITY:

City of Costa Mesa  
Police Department  
99 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-4963  
Fax: 714-754-5124  
Attn: Rob Sharpnack

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Contractor shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation,

all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.12. Public Records Act Disclosure: Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.).

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or

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6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

G & W Towing

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

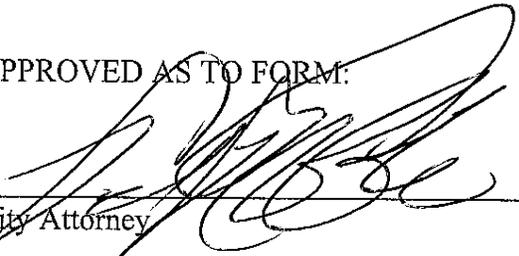
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 2-19-09

APPROVED AS TO INSURANCE:

\_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Police Chief

Date: \_\_\_\_\_

**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSAL**

SEE REQUEST FOR PROPOSAL  
ATTACHED TO G & W TOWING PSA

**EXHIBIT B**  
**RESPONSE AND SCOPE OF SERVICES**

## SECTION VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE TOWING SERVICES

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed and include the corresponding question number next to your answer.

**Yes No      Tow Service Requirements**

- 1. Towing Services are available on a 24 hour/7 days a week basis?
- 2. Do you have a valid and current DMV Certified California Motor Carrier Permit? \*\*If yes, give ID # 0065578
- 3. Is business office located within a five (5) mile radius from the Costa Mesa Police Department? Please provide your business address and distance in miles from Costa Mesa Police Station.  
965 West 18th Street Costa Mesa      2 Miles
- 4. Towing company is able to respond to normal towing requests within 15 minutes and within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. \*\*If not, please explain. \_\_\_\_\_
- 5. Do you participate in the DMV Employer Pull Notice (EPN) Program? \*\* If yes, please provide explain. To provide safe Drivers

**Yes No      Tow Yard Requirements**

- 6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)?  
\*\*If no, please explain. \_\_\_\_\_
- 7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week?  
\*\* If not, explain. \_\_\_\_\_
- 8. Do you have a secondary storage facility?  
\*\*If yes, give facility address(es) and distance in miles from business office and from Costa Mesa Police Facility.  
\_\_\_\_\_

\*\*Where will you store vehicles towed or impounded from Costa Mesa under this contract? Please provide address:  
\_\_\_\_\_

- 9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)?  
\*\*If no, please explain. \_\_\_\_\_

**Yes No**

10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck?  
 \*\*If yes, please provide specific information One Heavy Duty Tow Truck, and one Heavy Duty Tractor & Landoll Trailer

**Yes No Business Office**

11. Do you have a full-time manager that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? Please provide proof. Two Managers Don Quiring Since 1995 and Chris Yagerlener since 1992
12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?
14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure. Office is open 24 hours a day 7 days a week for no waiting public access. (Handicap Accessible)
15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? \*\*If yes, please explain what this system is.  
Multi Line Telephone system in our dispatch office. Dispatching to service units via two way radios with GPS tracking
16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details.  
G & W Towing telephone is answered 24 hours a day 7 days a week by our own employees, at our Costa Mesa office.
17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? \*\*If yes, please provide an explanation of procedure All employees go through complete internal training with multiple instructors.

**Yes No Tow Truck Drivers**

18. If you are the owner, do you have a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*Provide additional information for consideration. Founded G & W Towing in 1970.
19. Do you have a full-time driver that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Orange? 14
20. Do you have at least one (1) driver who has five (5) verifiable years for-hire salvage and recovery experience? \*\*If yes, how many drivers with five (5) verifiable years for-hire salvage and recovery experience do you have? 10

Yes No

21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates?
22. Provide a picture of employee in uniform.

Yes No

**Tow Truck Drivers Training**

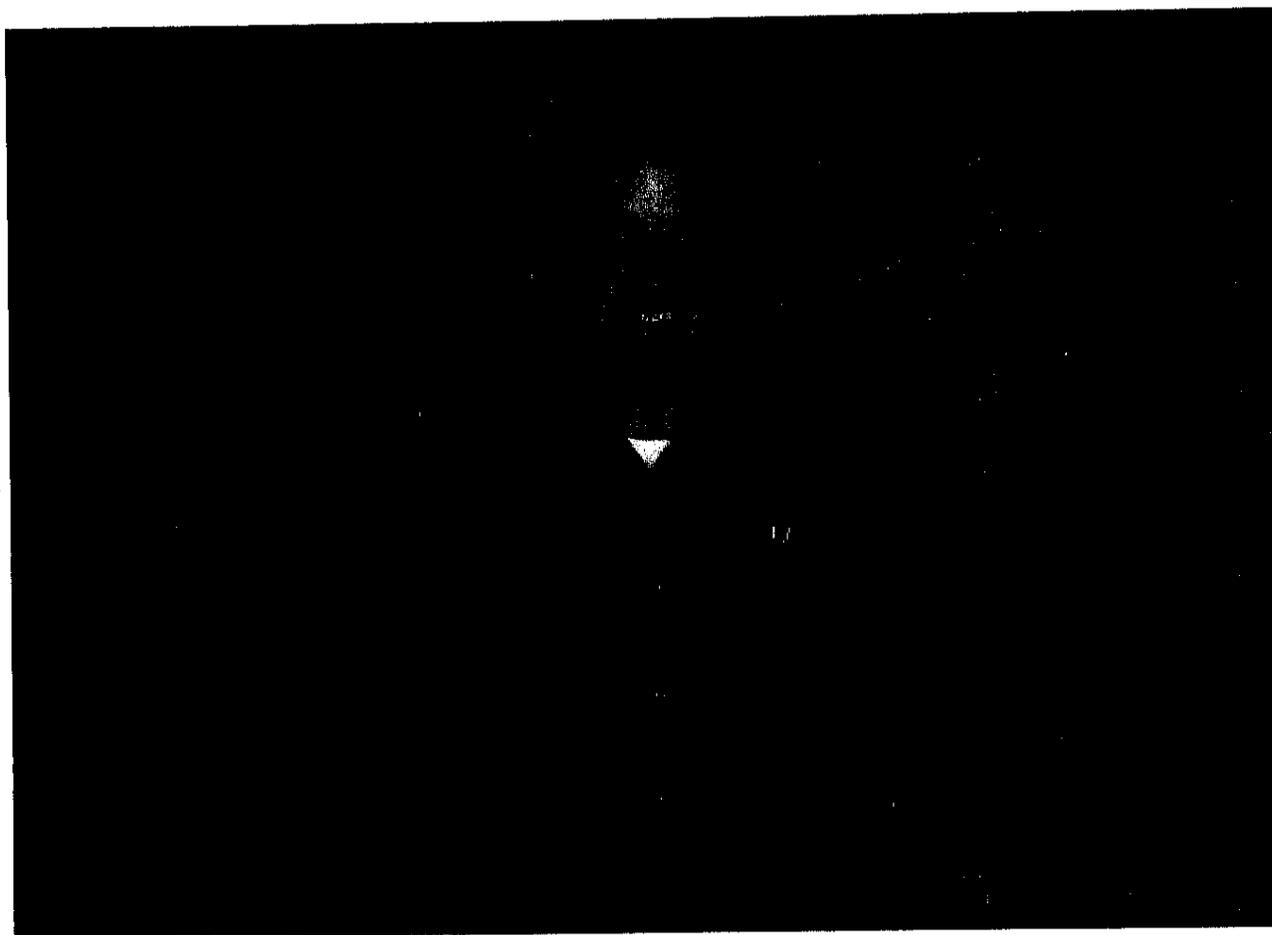
23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner?  
 \*\*If yes, explain procedure. All employees go through complete internal training with multiple instructors, and California Tow Truck Assoc. driver training course.

Yes No

**Tow Truck Classifications and Equipment**

24. Class A: Light Duty - Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier? If yes, how many? Provide specific details.  
7 wheel lifts, & 8 Flatbeds
25. Class A: 4WD - Does business have 4-wheel drive tow trucks with a manufacturer's GVWR of *less than* 14,000 lbs? If yes, how many? \_\_\_\_\_  
 We have never needed a 4 wheel drive truck.
26. Class B: Medium Duty - Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 26,001 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)  
 Includes all of the above equipment.
27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? \_\_\_\_\_ (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.)
28. Class C: Heavy Duty - Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle Yes 2 Has access to \_\_\_\_\_  
 Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
29. Class D: Super Heavy Duty - Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle Yes 2 Has access to \_\_\_\_\_  
 Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details. G & W Towing employees 2 full time mechanics to provide safe and properly equipped tow trucks.

# *G & W Towing*



**Employee in Uniform  
as requested for  
question 22**

**Yes No**

31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

**Yes No Financial Interest**

32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? \*\*If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc. \_\_\_\_\_

33. Are you directly involved with any other towing business? \*\*If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc. \_\_\_\_\_

34. Are you directly or indirectly associated with a company providing private security services? \*\*If yes, please identify and provide details. \_\_\_\_\_

35. Are you associated with any other towing service company that may participate in this RFP? \*\*If yes, please provide details. \_\_\_\_\_

**Yes No Records**

36. Are all originals records of business transactions retained on-site? \*\*If no, explain where records are kept and give location name and address. \_\_\_\_\_

37. At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? \*\* Please attach a blank original invoice.

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**COPY**

**OFFER**

Proposer acknowledges by signing below that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

G & W Towing, Inc.

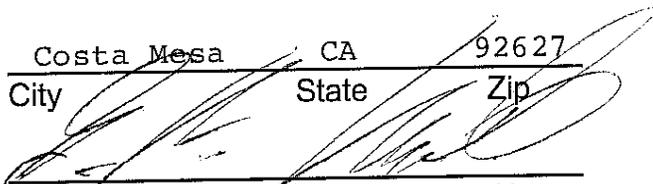
Company Name

965 West 18th Street

Address

Costa Mesa CA 92627

City State Zip

  
Signature of Person Authorized to Sign

G. Wayne Miller

Printed Name

President

Title

Name: G. Wayne Miller

Title: Pres.

Phone: 949-642-1252

Fax: 949-646-3492

E-mail: GWTOW@aol.com



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT  
PURCHASING

Date: 11/05/08

Addendum #1 – RFP 1118

## Request for Proposals for Police Towing Services

The following changes and updates are to be included into the request for proposals for RFP 1118 as a result of the pre-proposal meeting of November 5, 2008. As a reminder, proposals are due on November 18, 2008 at 3:00 p.m. in the City Clerk's Office. Only pages 17 through 27 and supporting documents need be submitted. Applications for Towing Operator Permits were handed out at the pre-proposal meeting. **The application for the Towing Operators Permit is to be submitted with the request for proposal. The application and instructions are attached to this addendum.**

**Page 4 – #2. PRE-PROPOSAL CONFERENCE;** (change from five days to ten days to agree with #3 on page 4)

Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least **ten days** prior to the Request for Proposal due date to the Purchasing Supervisor.

**Page 8 – #24. DISQUALIFICATION OF OFFEROR(S);** (Provide Non-Collusion Affidavit)

Contractors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

### Non-Collusion Affidavit

I certify that this proposal is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person, submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the offeror.

Authorized Signature



**COPY**

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Page 17 – II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: A.  
Method of Approach (clarification)

6. The purpose of this question is for the offeror to provide information on their company's security and inventory procedures for towed vehicles while in its care.

Page 21 – VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE  
TOWING SERVICES Tow Services Requirements 5. (changes to the question)  
After further discussion with City staff, it was determined that the question should be changed to reflect an explanation if the answer is no instead of yes.

YES   5. Do you participate in the DMV Employer Pull Notice (EPN) Program? \*\* If no, please provide explanation.

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Page 23 – VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE  
TOWING SERVICES

Tow Truck Drivers 21 (clarification)

YES   21. Are Tow Truck Drivers at least twenty-one years of age with the proper licenses and medical certificates?

Tow Truck Classification and Equipment 26, 28, and 29 (changes to the question)

After further comparing the Police Tow Policy Guidelines and Requirements to the questions, the following changes were made to reflect the correct weights.

YES   26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 19,501 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

YES   28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 33,000 lbs. that can respond within 45 minutes? Own vehicle

WE OWN 2 \_\_\_\_\_ Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

All of the above equipment, and all other necessary equipment

YES   29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 50,000 lbs. that can respond within 45 minutes? Own vehicle

WE OWN 2 \_\_\_\_\_ Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

All of the above equipment, and all other necessary equipment

Please sign this addendum sheet and return as part of your bid submittal.

Company name: G & W Towing, Inc.

Representative name (print): G. Wayne Miller

Representative signature: 

Date: 4-18-2008

Debbie S. Casper, C.P.M., CPPB  
Purchasing Supervisor

 COPY

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**CITY OF COSTA MESA BUSINESS LICENSE**

**NOT TRANSFERABLE**

THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT GUARANTEE COMPLIANCE WITH STATE OR FEDERAL LICENSING REQUIREMENTS. Issuance of this certificate indicates that the person, firm, or corporation named below has paid the applicable business tax, pursuant to Title 9, Chapter 1, of the Costa Mesa Municipal Code, for the business, enterprise, trade, calling, profession, exhibition, or occupation described below. Issuance of this Certificate is not an endorsement, nor certification of compliance with other ordinances or laws.

Business License Tax Certificate No: **BL007246**  
Business Name: **PAC WRKR AND WHL'S SALES/COAST TOW**  
Business Location: **965 W 18TH ST CM**  
Principal's Name: **G AND W TOW Parent Company**  
**MILLER, G WAYNE President**

Standard Industrial Class Code: **7549 Automotive Services, NEC**  
Sales Tax No: **SYEAA 24652797**

Expiration Date: **05/31/2009**

**TO BE POSTED IN A PLACE VISIBLE TO THE PUBLIC-THIS IS YOUR CURRENT TAX CERTIFICATE**

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**COPY**

No. M 346843



# G & W TOWING

965 WEST 18TH ST., COSTA MESA, CA 92627

(949) 642-1252

SPECIALIZING IN LONG DISTANCE TOWING

DATE \_\_\_\_\_ BILL TO: \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

DRIVER'S LICENSE NO. \_\_\_\_\_

YEAR AND MAKE	MODEL	COLOR	LICENSE NO.
PURCHASE ORDER NUMBER		REPAIR ORDER NO.	

VIN \_\_\_\_\_

VEHICLE MILEAGE \_\_\_\_\_

MEMBER NO. \_\_\_\_\_

LOCATION OF PICKUP \_\_\_\_\_

TAKEN TO: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

MILEAGE ENDING	TOWING		
MILEAGE START	MILEAGE		
MILES	DOLLY		
DRIVER	LABOR		
TRUCK NO.	ADDITIONAL TOWING		
I, THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE VEHICLE DESCRIBED ABOVE AND ALL PERSONAL PROPERTY THEREIN.	STORAGE		
	ADVANCE PAY OUT		
	RELEASE		
	FILLING FEE		
	<b>TOTAL ▶</b>		
	CHECK NO.	CASH	CHARGE

SIGNED \_\_\_\_\_

Not Responsible For Loss Or Damage to Cars Or Articles Left In Cars In Case Of Fire, Theft Or Any Other Cause Beyond Our Control.



**COPY**

14



1-949-642-1252 • Toll Free 1-877-642-1252 • FAX 1-949-646-3492  
965 W. 18th Street, Costa Mesa, California 92627

November 18, 2008

City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, Ca 92628

Dear Council Members,

Please accept the attached forms as our response to the cities request for proposal number 1118, Police Towing Services.

The goal of our company has been to provide the City of Costa Mesa and its citizens with professional courteous service. In that effort we have developed office and storage facilities all within Costa Mesa. We also have purchased the equipment required to allow us to tow any vehicle, all based in Costa Mesa.

In addition to the above we have a dedicated group of well trained people with many years of experience, providing service in Costa Mesa.

Your consideration is greatly appreciated, and if I may be of any further assistance please call.

Sincerely,

G. Wayne Miller

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## A. Method of Approach

1. G & W Towing was founded in 1970, to provide service in Costa Mesa. We are a local family owned company with three generations of experience in Costa Mesa. Our office, equipment and storage facilities are conveniently located at 965 West 18<sup>th</sup> Street in Costa Mesa for quick response. To provide the City of Costa Mesa with the best possible service our office is open and staffed with trained personal, 24 hours a day 365 days a year. This allows us to provide the service required by the scope of work contained in the Police Tow Policy.
  
2. G. Wayne Miller                      President  
Office 949-642-1252                      cell 949-433-3330  
  
Don Quiring                                  Manager  
Office 949-642-1252                      cell 949-233-8733  
  
Chris Yagerlener                          Manager  
Office 949-642-1252                      cell 949-433-8733
  
3. No subcontractors will be used. We have the equipment to handle all requests.
  
4. Vehicles with Police holds are available for release 24 hours 7 days a week with the required written release from the Police Department. Vehicles without Police holds are available for release 24 hours 7 days a week also.
  
5. Owners and authorized non-owners have 24 hour access to their vehicles. Vehicles with police holds are available 24 hours with Police Department authorization.
  - a. Yes, we do allow vehicle owners to cover their vehicles, or if requested inside storage is available.
  - b. Owners are encouraged to remove their personal property when they are here, and carts are provided for their convenience. Items removed are recorded and signed for.

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- c. Owners and authorized non-owners are allowed full access to their vehicles as necessary for photographs etc. Unauthorized non-owners are not allowed access.
6.
  - a. First, inspect the vehicle as required. Second, review the Police Department's report for the vehicle. Conduct a thorough investigation using all possible resources, including surveillance cameras, vehicle tracking, and interview our employees, to reach a fair and true resolution.
  - b. Conduct a thorough search of our facility and investigate all possible reports and information, please note that we verify our vehicle inventory twice weekly, and as a result we have had no vehicles stolen in our 38 year history.
  - c. Review the Police Departments inventory report for the vehicle. Conduct a thorough investigation using all possible resources, including surveillance cameras, vehicle tracking, and employee interviews, to reach a fair and true resolution.
  - d. If restitution is due to an owner, either our company or our insurance company would make payment.
7.
  - a. Review the Police Departments report of the incident. Conduct a thorough investigation using all possible resources, and interview all witnesses to reach a fair and true resolution.
  - b. If restitution is due to an owner, either our company or our insurance company would make payment.
8.
  - a. Notices to vehicle owners are sent as required by law, using an independent third party service, licensed by the State of Calif.
  - b. Location of the vehicle is included in the notice sent by the independent third party service.
  - c. Condition of the vehicle is included in the report sent by the Police Department and the independent third party service.
9. Any complaint received by any method is thoroughly investigated by either of our company's managers to reach a fair resolution. Managers are, Don Quiring or Chris Yagerlener with over 40 years combined experience in the industry, they are available at our office 965 West 18<sup>th</sup> Street, Costa Mesa. Phone 949-642-1252.



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10. Any changes in policies will be in writing to the City of Costa Mesa, and will be posted in our lobby for the public. Our employees are monitored daily and any policy changes are addressed at employee meetings and posted in our dispatch office.
11. Our company accepts payment for services as required by California Vehicle Code (cash, Visa, MasterCard, American Express, or Discover) as posted in our lobby. In addition, for the public's convenience we have an ATM machine in our front lobby, that accepts customers ATM cards, and also other nontraditional type of credit cards, with no transaction charges.
12. We will meet the Police Departments reporting requirements, using our computer systems storage reporting functions as necessary to fully comply as requested.
13. We are able to receive release forms by FAX or internet if desired.
14. We are able to FAX or email monthly reports if desired, or by personal delivery.
15. We currently use computers for our information and reporting requirements. We are willing to cooperate with the Police department's requests for shared information if desired.

### **B. Qualifications of Experience**

1. G & W Towing, Inc.  
965 West 18<sup>th</sup> Street  
Costa Mesa, CA 92627  
California Corporation  
Incorporated 1978

G. Wayne Miller, President	above address
Elizabeth Miller, Vice President	above address
Grant Miller, Vice President	above address
Jamie Miller, Vice President	above address
Tyler Miller, Vice President	above address

This office opened in 1990.

2. We are not a partnership.

3. G & W Towing, Inc.	
dba G & W Towing	above address and owner
dba Coast Towing	above address and owner
dba Pacific Wholesale Sales	above address and owner

4. None

5. 38 years

6. G & W Towing, Inc.  
    dba G & W Towing  
    dba Coast Towing

7. None

8. Costa Mesa Police Department	Full Service
Light to Heavy Duty Towing Service since 1981	
Contact Lt. Carver 714-754-5263	

Newport Beach Police Department	Full Service
Light to Heavy Duty Towing Service since 1980	
Contact Lt. Shulman 949-644-3742	

California Highway Patrol	Full Service
Light to Heavy Duty Service since 1981	
Contact Officer Beam 714-567-6000	

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9. Our company exceeds the experience and qualification requirements with the largest office and storage facility in Costa Mesa. With a wide variety of equipment that allows us to provide service to all types of vehicles. From mopeds to Big Rigs we have the equipment in Costa Mesa to do the job. The one unique ability we have is our well experienced employees, who have been providing service in Costa Mesa since 1970, courteously and professionally.
10. No subcontractors will be used. We have the equipment to handle all requests.

11.

### **G & W Towing Code of Ethics**

1. To show my faith in the worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
2. To provide the general public with the best possible service and to promote a sense of personal obligation to each individual customer.
3. To comply with all federal, state, county, and city laws and regulations.
4. To aid my fellow industry man in time of need.
5. To seek success and to demand fair remuneration that is justly due, but accept no profit at the price of my own self respect lost because of unfair advantage taken or questionable acts on my part.
6. To promote friendly and cooperative attitudes to all members of the association.
7. To provide the public with adequate equipment, kept as clean and neat as possible, and to train our drivers to be polite and courteous during public contact.
8. To encourage the American Free Enterprise System.
9. To employ truth and accuracy in advertising and soliciting, and to honor any commitments made in the course of business.



## G & W Towing Confidentiality Agreement

I understand and agree that:

1. Law enforcement contracts require the Tow Contractor and its employees, to treat as confidential all the information provided by all the Agencies.
2. I may have access to, or become aware of, information regarding the pursuit, apprehension or prosecution of criminal suspects, and/or information of a highly confidential or sensitive nature.
3. I shall treat the official business of the Agencies as confidential. I agree that I shall disseminate Agency information only to those Agency bureaus, officials and/or tow contractors for whom it is intended as provided by the Contract, and to no other person. I further agree not to divulge or disclose to any person any confidential or sensitive information of any kind or form learned or obtained by me.
4. I agree that I have personal and individual responsibility for the Protection of all Agency information, documents and material I come into contact with.
5. I shall report at once to my immediate supervisor and the Towing Coordinator, if I am arrested, charged, convicted, or sentenced for any criminal offense relating to the protection of the public safety and interest. If I am unsure whether the offense relates to the protection of the public safety and interest, I shall report any criminal offense. I agree that failure to report as provided by this section 5 may result in my dismissal or other disciplinary action by law enforcement agency.

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## **G & W Towing Philosophy**

The purpose and goal of our company is providing services of the highest quality to our customers and our community. To maintain this superior quality we must present ourselves at all times with courtesy, integrity and honesty, and to hold the company, community and the customer's interest and well-being foremost in our minds.

## **Customer Service Standards**

G & W Towing is committed to customer service. We show it everyday by providing the highest level of customer service possible. We pride ourselves on providing our customers and the community with a fast, safe, professional, well trained staff 24 hours a day 365 days a year.

- a. We treat all our customers with courtesy.
- b. We provide high-quality service by a knowledgeable well trained professional staff.
- c. We regularly assess our customers and the community's feed back, and use that to improve our service, see attached letters.
- d. We are committed to providing services according to these customer service standards.

We are members of the California Tow Truck Association and utilize their professional customer service training.

Bob Evans  
Service Manager  
Customer  
Fletcher Jones Motorcars 800-927-3576  
3300 Jamboree Road  
Newport Beach, Ca 92660



Tim Tauber  
General Manager  
Customer  
Newport Auto Center 949-673-0900  
445 East Pacific Coast Highway  
Newport Beach, Ca 92660

12. Our company is very involved in Costa Mesa. We support both Costa Mesa High School and Estancia High School Programs. We also provide support for many M.A.D.D. Programs and the Every 15 Minute Project at the end of each school year, S.W.A.T. Training, Baker to Vegas Relay, and many other events.

### **C. Equipment & Facilities**

1. We currently use 7 Wheel Lift tow trucks for towing passenger vehicles. We use 8 Flatbed trucks to tow vehicles requiring special handling, and we have 2 Heavy Duty trucks for big rig towing and heavy duty recovery. We also have an enclosed Flatbed for moving evidence or vehicles requiring high security.
2. We have 2 way radios to dispatch all of our trucks. We also utilize GPS tracking in all units for quick response to all Police Department requests.
3. Our office and storage facility, at 965 West 18<sup>th</sup> Street in Costa Mesa has space for over 300 cars, and inside storage for over 30 cars of which 12 cars may be placed in a restricted access area that may be sealed for evidence if required. We also provide off street parking for all of our customers and employees.
4. For security our office and storage facility is staffed by a real person 24 hours a day, 365 days a year. Monitored with cameras recording audio and video of our facilities and very well lighted at night, enclosed by an 8 foot barbed wire fence.

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### SECTION VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE TOWING SERVICES

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed and include the corresponding question number next to your answer.

#### Yes No Tow Service Requirements

- 1. Towing Services are available on a 24 hour/7 days a week basis?
- 2. Do you have a valid and current DMV Certified California Motor Carrier Permit? \*\*If yes, give ID # 0065578
- 3. Is business office located within a five (5) mile radius from the Costa Mesa Police Department? Please provide your business address and distance in miles from Costa Mesa Police Station.  
965 West 18th Street Costa Mesa 2 Miles
- 4. Towing company is able to respond to normal towing requests within 15 minutes and within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. \*\*If not, please explain. \_\_\_\_\_
- 5. Do you participate in the DMV Employer Pull Notice (EPN) Program? \*\* If yes, please provide explain. To provide safe Drivers

#### Yes No Tow Yard Requirements

- 6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)?  
\*\*If no, please explain. \_\_\_\_\_
- 7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week?  
\*\* If not, explain. \_\_\_\_\_
- 8. Do you have a secondary storage facility?  
\*\*If yes, give facility address(es) and distance in miles from business office and from Costa Mesa Police Facility.  
\_\_\_\_\_

\*\*Where will you store vehicles towed or impounded from Costa Mesa under this contract? Please provide address:  
\_\_\_\_\_

- 9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)?  
\*\*If no, please explain. \_\_\_\_\_

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Yes No

- 10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck?  
 \*\*If yes, please provide specific information One Heavy Duty Tow Truck, and one Heavy Duty Tractor & Landoll Trailer

Yes No Business Office

- 11. Do you have a full-time manager that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? Please provide proof. Two Managers Don Quiring Since 1995 and Chris Yagerlener since 1992
- 12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
- 13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?
- 14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure. Office is open 24 hours a day 7 days a week for no waiting public access. (Handicap Accessible)
- 15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? \*\*If yes, please explain what this system is.  
Multi Line Telephone system in our dispatch office. Dispatching to service units via two way radios with GPS tracking
- 16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details.  
G & W Towing's telephone is answered 24 hours a day 7 days a week by our own employees, at our Costa Mesa office.
- 17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? \*\*If yes, please provide an explanation of procedure All employees go through complete internal training with multiple instructors.

Yes No Tow Truck Drivers

- 18. If you are the owner, do you have a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*Provide additional information for consideration. Founded G & W Towing in 1970.
- 19. Do you have a full-time driver that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Orange? 14
- 20. Do you have at least one (1) driver who has five (5) verifiable years for-hire salvage and recovery experience? \*\*If yes, how many drivers with five (5) verifiable years for-hire salvage and recovery experience do you have? 10

**Yes No**

21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates?

22. Provide a picture of employee in uniform.

**Yes No Tow Truck Drivers Training**

23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner?

*\*\*If yes, explain procedure. All employees go through complete internal training with multiple instructors, and California Tow Truck Assoc. driver training course.*

**Yes No Tow Truck Classifications and Equipment**

24. Class A: Light Duty – Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier? If yes, how many? Provide specific details. 7 wheel lifts, & 8 Flatbeds

25. Class A: 4WD – Does business have 4-wheel drive tow trucks with a manufacturer's GVWR of *less than* 14,000 lbs? If yes, how many? \_\_\_\_\_  
*We have never needed a 4 wheel drive truck.*

26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 26,001 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)  
*Includes all of the above equipment.*

27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? \_\_\_\_\_ (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.)

28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle Yes 2 Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle Yes 2 Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details. G & W Towing employees 2 full time mechanics to provide safe and properly equiped tow trucks.

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**Yes No**

- 31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

**Yes No Financial Interest**

- 32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? \*\*If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc. \_\_\_\_\_

- 33. Are you directly involved with any other towing business? \*\*If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc. \_\_\_\_\_

- 34. Are you directly or indirectly associated with a company providing private security services? \*\*If yes, please identify and provide details. \_\_\_\_\_

- 35. Are you associated with any other towing service company that may participate in this RFP? \*\*If yes, please provide details. \_\_\_\_\_

**Yes No Records**

- 36. Are all originals records of business transactions retained on-site? \*\*If no, explain where records are kept and give location name and address. \_\_\_\_\_

- 37. At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? \*\* Please attach a blank original invoice. *ck*

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**COPY**

## Summary of Qualifications

Million dollar insurance policy with 10 million umbrella

Handicapped accessible office facilities

Bilingual staff

Attendant on site 24 hours a day 365 days a year

Well lighted front entrance with public phone access

All vehicles stored in one location for greater security

Camera surveillance system

Vehicle storage area well lighted, with storage for over 300 vehicles

Inside storage for over 30 vehicles, of which 12 cars may be placed in a restricted access area that may be sealed for evidence if required

Storage facility enclosed with 8 foot fence with barbed wire & razor ribbon

7 Wheel Lift tow trucks                      8 Flatbed trucks

2 Peterbilt Heavy Duty tow trucks

5 drivers licensed for Heavy Duty trucks

1 enclosed Flatbed for moving evidence or vehicles in high security

On site vehicle maintenance for all of our vehicles

Computer dispatch with GPS vehicle tracking for quick response

Providing law enforcement towing service since 1975

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**COPY**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MN  
G&WTO-1

DATE (MM/DD/YYYY)  
10/23/08

**PRODUCER**  
Rubin Insurance Agency Inc.  
6363 Greenwich Dr, #120  
CA#0645355 San Diego CA 92122  
Phone: 858-457-5720 Fax: 858-457-5729

**INSURED**  
G&W Towing Inc.  
926 Unlimited Inc.  
Dbas: G&W Towing  
955-975 W. 18th Street  
Costa Mesa CA 92627

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Allied Insurance (Nationwide)	23787
INSURER B:	American Alternative Ins Corp	
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7803420320	06/12/08	06/12/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UMBI \$1,000,000 <input checked="" type="checkbox"/> Comp/coll 1000ded	ACP7803420320	06/12/08	06/12/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	60A2UB0003288-00	06/12/08	06/12/09	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		<b>OTHER</b> Garagekeepers Liab Ded. \$500	ACP7803420320	06/12/08	06/12/09	Garage \$600,000 On-hook \$250,000	

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy. The policy shall not terminate, nor shall it be canceled nor

### CERTIFICATE HOLDER

CITYOFC

CITY OF COSTA MESA  
TREASURY DEPARTMENT  
PO BOX 1200  
COSTA MESA CA 92628

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*M. Rubin*

**NOTEPAD:**

HOLDER CODE CITYOFC  
INSURED'S NAME G&W Towing Inc.

G&WTO-1  
OPID MN

PAGE 2  
DATE 10/23/08

the coverage reduce, until thirty (30) days after written notice is given to City. \* 10 day notice of cancellation applies for non-payment of premium.

70



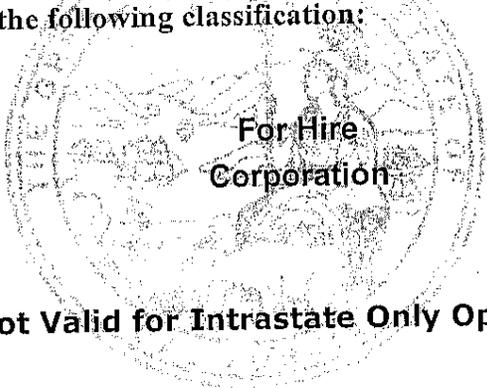
**COPY**

**DEPARTMENT OF MOTOR VEHICLES**  
 MOTOR CARRIER SERVICES BRANCH MS G875  
 P.O. BOX 932370 Sacramento, CA. 94232-3700  
 (916) 657-8153



10/20/2008

G & W TOWING INC  
 965 WEST 18TH STREET  
 COSTA MESA, CA 92627

 STATE OF CALIFORNIA <b>DMV</b> DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<b>NON-EXPIRING                  MOTOR CARRIER PERMIT                  Combined Carrier</b>			
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700  G & W TOWING INC 965 WEST 18TH STREET COSTA MESA, CA 92627		Valid From:	12/01/2008	Valid Through:	Non-Expiring
		CA#:	0065578		
		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:  <div style="text-align: center;">   <b>For Hire Corporation</b> </div>			
		<b>Not Valid for Intrastate Only Operations</b>			
Pmt Date:	N/A	Office #:	154		
Account #:	12672	Tech ID:	##		
Sequence #:	#NNN	Amt Paid:	No Fee		

**!!!IMPORTANT REMINDERS!!!**

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



**COPY**



Utility Location • Pipeline Testing  
351 Old Newport Blvd. Suite 554 • Newport Beach, CA 92663  
P: 888.615.6148 • F: 949.515.1889  
Lic. #840197

Date: November 27, 2006

Owner/Operations Manager  
G & W Towing  
965 W. 18<sup>th</sup> St.  
Costa Mesa, Ca 92627

SUBJECT: Letter of Appreciation

Dear Sirs:

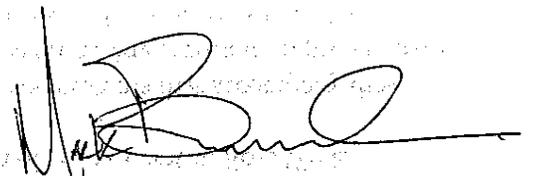
I wanted to take the time to thank you for the outstanding and first-class service I experienced Wednesday evening November 1<sup>st</sup> after calling in to the Mercedes-Benz Roadside assistance for my disabled CL. In particular I wanted to point out the professionalism of your operator, Ross Wells.

As you may already know; the adjustable hydraulic suspension systems that accompany these vehicles are prone to problems. After explaining to the Mercedes-Benz roadside assistance representative that the cars suspension had "quit" leaving the vehicle resting on the ground, I was assured by the operator that a flat-bed would be sent; but after hanging up I was understandably concerned with who would be sent to tow the vehicle and how they would handle the situation.

It was apparent immediately as your operator arrived that he was not only familiar with the type of suspension on these vehicles; but that he had rescued vehicles stuck in this very predicament many times before.

Your operator Ross Wells showed care and concern for the vehicle as he masterfully directed two floor jacks to swing in unison moving the crippled auto from the tight parking space angle out to where the car could be safely moved onto the flatbed without so much as a scrape.

I don't often write letters like this; however as an owner/operator, I understand how valuable employees like Ross are and thought you should be aware of the professional service and a job-well done.

  
Sincerely,

Mark Buccola  
Principal

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**COPY**

February 27, 2008

G & W Towing  
965 West 18<sup>th</sup> Stret  
Costa Mesa, Ca 92627

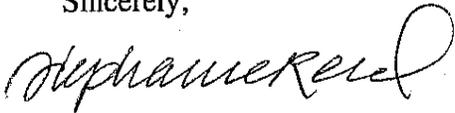
Dear Chuy:

Thank you so much for your excellent service today! I had phoned BMW Assist since my vehicle was not turning on and they in turn phoned you to tow me to Sterling BMW. You arrived within the hour allotted and I was pleasantly surprised with both your appearance and the super clean condition of your truck! You were extremely professional, well groomed, and friendly. Your personality comforted me in a time when I was very frustrated due to my car not working properly! Now if only you could have been the one to assist me with my services needed at Sterling BMW!

I am in the service industry myself, so no small task goes unnoticed by me. I was quite impressed with your service and courteous nature. If only more people were like you!

Thank you for your assistance and kindness. There are not enough people out there such as yourself! You were able to turn a negative situation into a more positive one with your personality alone. Keep up the great service!

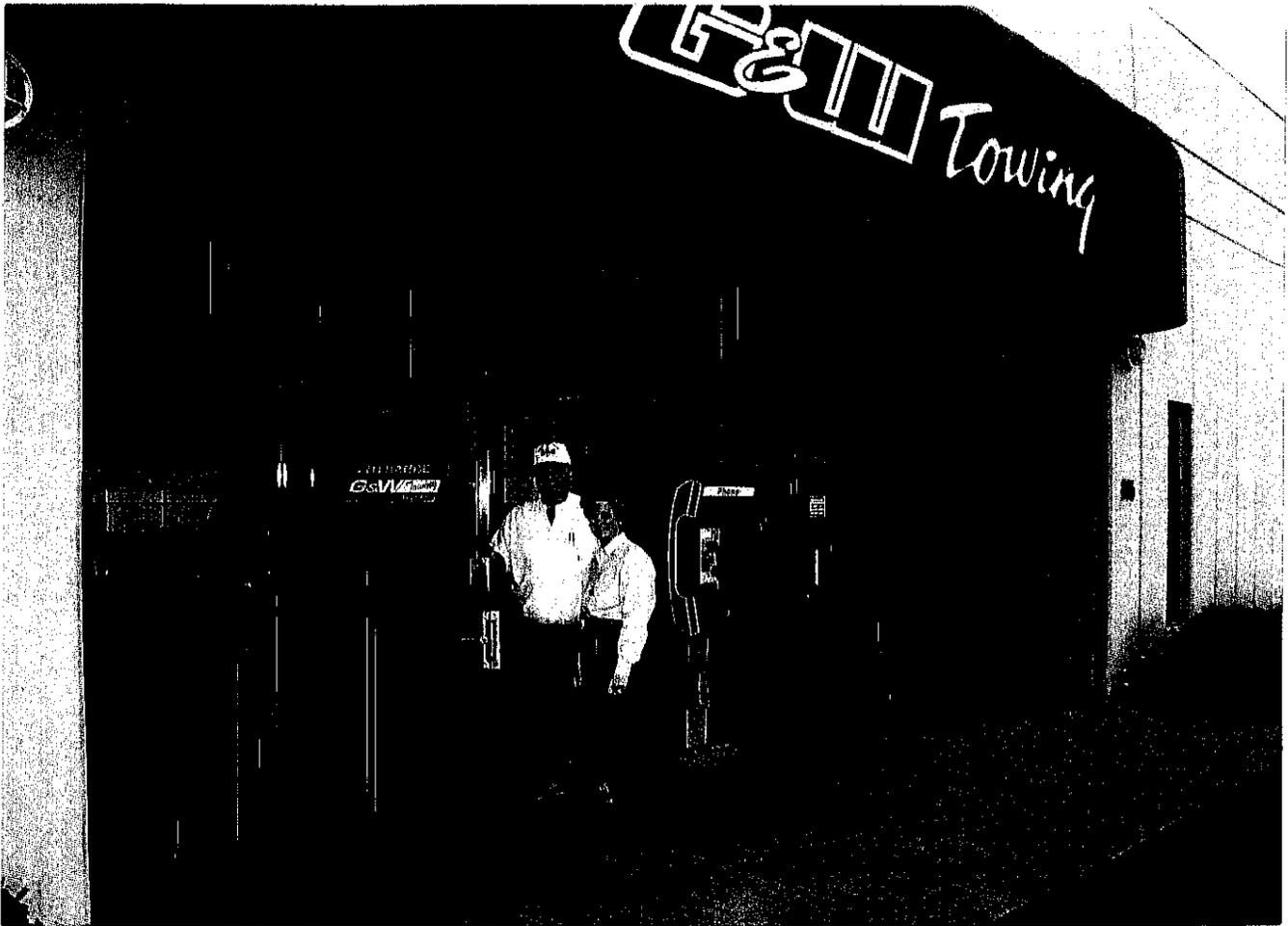
Sincerely,



Stephanie Reid  
23412 Pacific Park Drive #25A  
Aliso Viejo, CA 92656

33  COPY

# *G & W Towing*

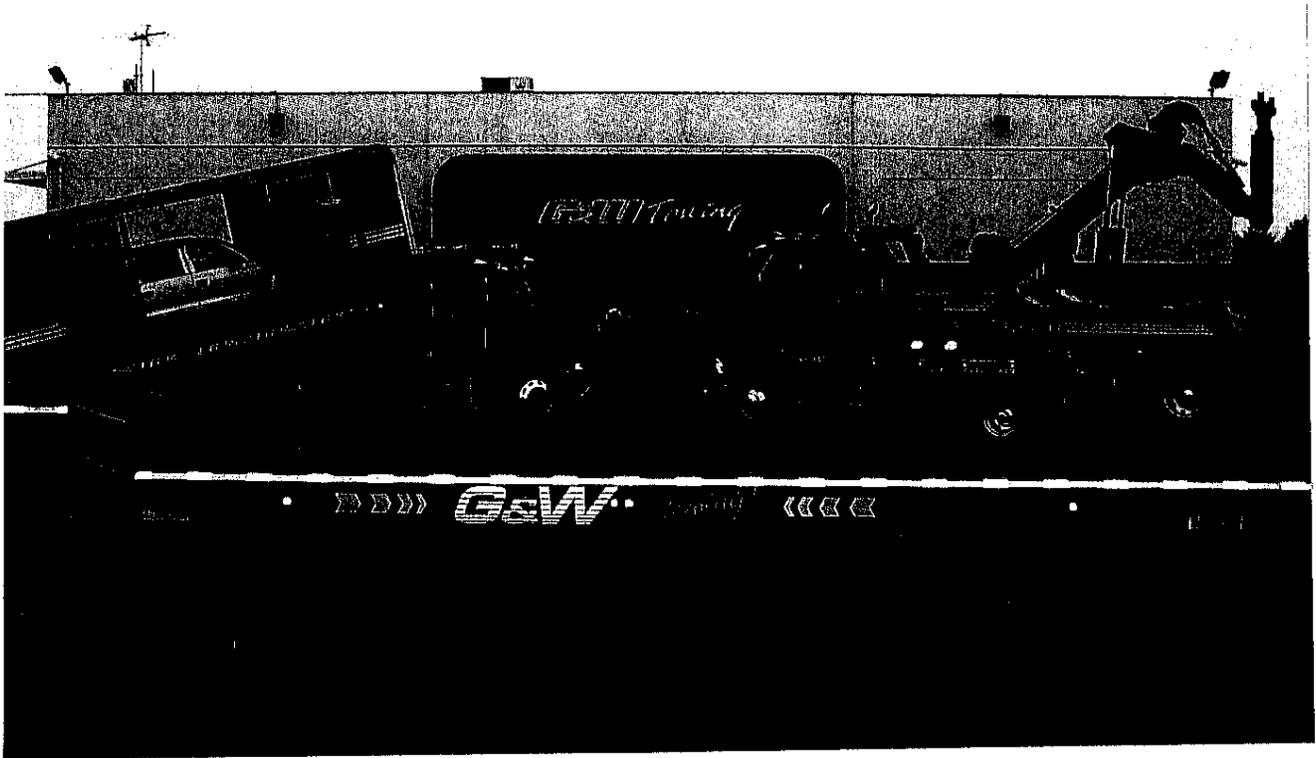


## **Welcome to G & W Towing**

Our office facilities provide easy access for all of our customers, including the physically challenged. This entrance is also open and lighted 24 hours a day, 365 days a year, with an attendant inside. This allows our customers to claim their vehicles, after hours, without waiting in the dark for an attendant to arrive.



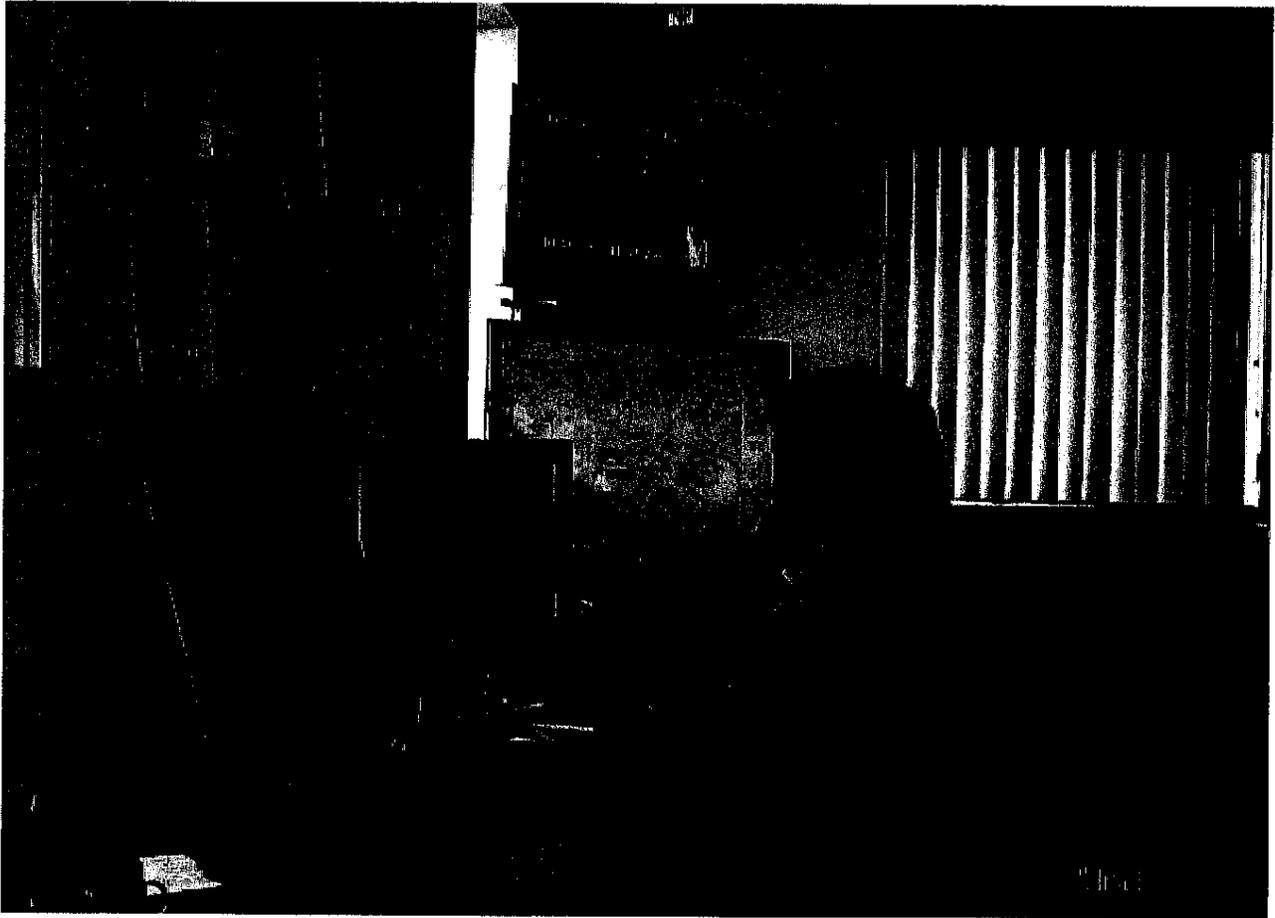
# *G & W Towing*



## **Big or Small We Tow Them All**

We have the equipment to tow everything from motorcycles to 18 wheeler trucks, and the experienced people necessary to do the job right, 24 hours a day, 7 days a week.

# *G & W Towing*



## **Quick Response**

**Our dispatchers use many modern systems to track and direct our fleet of emergency vehicles, including computer dispatch, G.P.S. vehicle tracking, and 24 hour camera surveillance.**

# *G & W Towing*



## **High Security**

**Access restricted area for 12 vehicles that may be locked and sealed for evidence if required.**

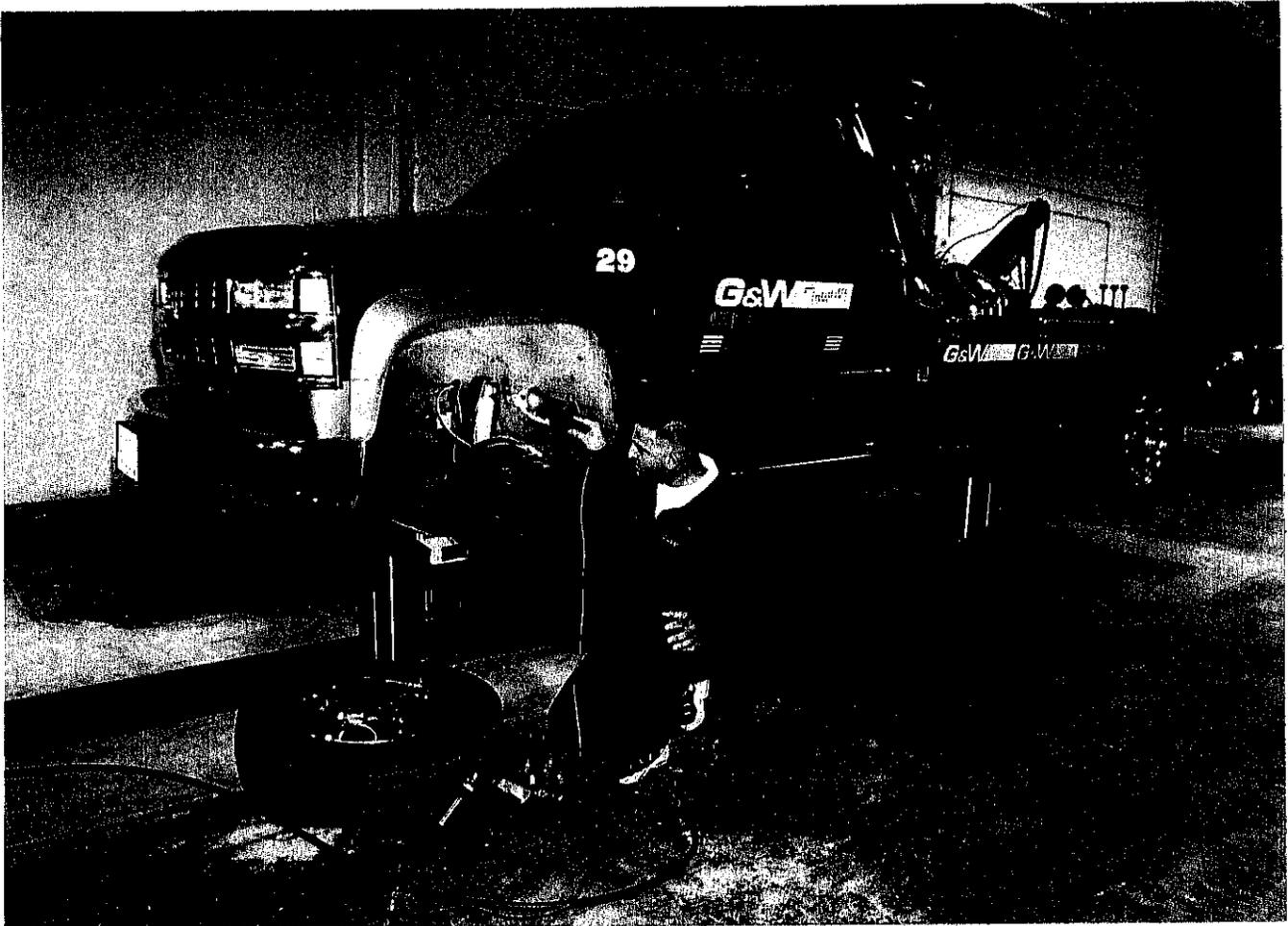
# *G & W Towing*



## **Storage**

Vehicles impounded by the Police Department, are stored at our 18<sup>th</sup> street facility in Costa Mesa. With over 100,000 square feet of space, we can store over 300 vehicles, all in one location, lighted, and monitored with a camera security system, by a live person on duty 24 hours a day, 365 days a year.

# *G & W Towing*



## **Safety**

We have two full time mechanics, with over forty years of combined experience that maintain our emergency vehicles. They use our fully equipped repair shop, stocked with everything from welders to hydraulic lift, to provide the City with Safe and Reliable service vehicles.

**EXHIBIT C**

**TOW POLICY GUIDELINES AND REQUIREMENTS**

SEE TOW POLICY  
GUIDELINES & REQUIREMENTS  
IN METROPRO PSA  
(ATTACHMENT A - IN RFP DOCUMENT)

**EXHIBIT E**  
**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT F**  
**CERTIFICATES OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MN  
G&WTO-1

DATE (MM/DD/YYYY)  
10/23/08

**PRODUCER**  
Rubin Insurance Agency Inc.  
6363 Greenwich Dr, #120  
CA#0645355 San Diego CA 92122  
Phone: 858-457-5720 Fax: 858-457-5729

**INSURED**  
G&W Towing Inc.  
926 Unlimited Inc.  
Db: G&W Towing  
955-975 W. 18th Street  
Costa Mesa CA 92627

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance (Nationwide)	23787
INSURER B: American Alternative Ins Corp	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7803420320	06/12/08	06/12/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UMBI \$1,000,000 <input checked="" type="checkbox"/> Comp/coll 1000ded	ACP7803420320	06/12/08	06/12/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	60A2UB0003288-00	06/12/08	06/12/09	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> Garagekeepers Liab Ded. \$500	ACP7803420320	06/12/08	06/12/09	Garage \$600,000 On-hook \$250,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy. The policy shall not terminate, nor shall it be canceled nor

### CERTIFICATE HOLDER

### CANCELLATION

CITYOFC

CITY OF COSTA MESA  
TREASURY DEPARTMENT  
PO BOX 1200  
COSTA MESA CA 92628

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*M. Rubin*

29 COPY

**NOTEPAD:**

HOLDER CODE CITYOFC  
INSURED'S NAME G&W Towing Inc.

G&WTO-1  
OPID MN

PAGE 2  
DATE 10/23/08

the coverage reduce, until thirty (30) days after written notice is given to City. \* 10 day notice of cancellation applies for non-payment of premium.

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