CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
G & W TOWING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and G & W TOWING, INC., a California corporation and licensed automobile towing service ("Contractor").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to perform towing services, on a rotational basis, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" 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 sections 1090-1092 of the California Government Code, 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 Contractor's Proposal, attached hereto as Exhibit "A," and the City of Costa Mesa Police Department Tow Policy Guidelines and Requirements, attached hereto as Exhibit "B," both 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.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. 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 the requirements set forth in Article 18 (Towing Services) of Chapter II (Regulation of Certain Businesses) of Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code. 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.

1.5. Professional Licenses. Contractor shall maintain all necessary licenses, permits, approvals, waivers and exemptions as may be required by Federal, State and local laws and regulations for the provision of the services hereunder, including but not limited to maintaining a Costa Mesa Tow Operator Permit.

1.6. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. 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.

1.8. 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 engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.9. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be

returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. No Compensation to Contractor by City.

(a) City will not compensate Contractor for the towing services provided pursuant to this Agreement. Towing and storage fees will be paid to Contractor solely by the responsible party (vehicle owner) in accordance with the towing and storage rates established by City Council resolution.

(b) Contractor shall charge responsible parties at or below the towing and storage rates established by the City Council.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager, 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.

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 or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

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 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 two (2) years, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended for one (1) additional one (1) year period upon mutual written agreement of both parties.

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, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business 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 for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Garage liability insurance, including all premises and operations, for bodily injury and property damage, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence.

(e) Garage keeper's legal liability insurance for vehicles in the care, custody and control of the Contractor, with a single limit of not less than One Hundred Thousand Dollars ($100,000.00) per occurrence.

(f) On-Hook/Cargo Insurance Coverage with policy limits based on the size of the tow truck:

a. Class A tow truck	$50,000
b. Class B tow truck	$100,000
c. Class C tow truck	$200,000
d. Class D tow truck	$250,000

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability 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, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

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

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. 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. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. 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 or her 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. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager 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 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, and (b) 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, Inc.
965 West 18th Street
Costa Mesa, CA 92627
Tel: (949) 642-1252
Attn: G. Wayne Miller

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-4812
Attn: Lt. Vic Bakkila

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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

6.6. 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 "D" 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.11. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole 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. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement 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.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those

records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. 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 design drawings, estimates and other Contractor 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.

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

6.19. 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 any document, 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 the document referenced.

6.20. 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.

6.21. 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.

6.22. 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 accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. 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.

CONTRACTOR

Signature

Date: May 4, 2017

Tyler Miller, V.P.

[Name and Title]

95-3278811

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas R. Hatch
City Manager

Date: 5/19/17

ATTEST:

Brenda Green

Brenda Green
City Clerk

APPROVED AS TO FORM:

Thomas Duarte
City Attorney

Date: 05/18/17

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: 5/10/17

APPROVED AS TO CONTENT:

Victor Bakkila
Project Manager

Date: 5-10-17

DEPARTMENTAL APPROVAL:

Robert Sharpnack
Police Chief

Date: 5/15/17

APPROVED AS TO PURCHASING:

Stephen Dunivent

Stephen Dunivent
Interim Finance Director

Date: 5.17.17

EXHIBIT A

CONTRACTOR'S PROPOSAL

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

February 10, 2017

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 City of Costa Mesa request for proposal number 17-06, Towing Services.

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

In addition to the above we have a dedicated group of well-trained people with many years of experience providing towing services.

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

Sincerely,

G. Wayne Miller

ORIGINAL

Summary of Qualifications

Million-dollar insurance policy with a 5-million-dollar umbrella policy.

Emergency on site backup generator in case of power outage.

Handicapped accessible office facilities.

Bilingual staff.

Office 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.

Extensive camera surveillance system.

Vehicle storage area well lighted with storage for over 250 vehicles.

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

Storage facility enclosed with 8 foot fence topped with barbed wire and razor ribbon.

8 wheel lift tow trucks.

8 Flatbed tow trucks, one of which is enclosed and secured for evidence or high security vehicles.

2 Peterbilt heavy duty tow trucks.

10 licensed heavy duty tow truck drivers.

On site mechanic and maintenance for all of our vehicles.

Computer dispatch with GPS vehicle tracking for quick response.

G & W Towing has provided law enforcement towing since 1975.

ORIGINAL

Complete Appendix B, Forms and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.

• Background and Project Summary Section: The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Attachment A, Scope of Work, of this RFP.

• Method of Approach: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Method of Approach should include:

1.Describe, in detail, the company's method of approach to the Scope of Work as defined in Exhibit 1 Police Tow Policy Guidelines and Requirements. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.

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 18th Street in Cost Mesa for quick response times. 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 7 days a week. This means that if an officer needs to come down to our facility to inspect a vehicle or if Police dispatch simply has a question about a vehicle, an onsite G & W Towing employee will be available at all times to let the officer in the yard or answer any questions. Maintaining an onsite employee 24 hours a day 7 days a week allows G & W to release vehicles if necessary without delay to vehicle owners. It also allows G & W to meet any reporting immediately. Records are kept and reported in accordance with State law.

Basing our entire fleet of trucks, including heavy duty tow trucks, within the city allows G & W to respond to CMPD requests for service quickly. Our fleet is strategically placed around the city and often arrives on scene in well under 15 minutes.

2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.

G. Wayne Miller **President**

Office 949-642-1252 **Cell 949-433-3330**

ORIGINAL

Tyler Miller	Vice President
Office 949-642-1252	Cell 949-433-0321
Chris Yagerlener	Manager
Office 949-642-1252	Cell 949-233-8733
Alex Silva	Manager
Office 949-642-1252	Cell 949-933-0028

3. Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.

No subcontractors will be used. We have the equipment and personal to handle any request.

4. Describe in detail the company's proposed procedures for the release of a vehicle under this contract.

Vehicles with Police holds are available 24 hours a day 7 days a week with the required written release from the police department. Vehicles without Police holds are also available for release 24 hours 7 days a week.

5. Describe the company's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following: a. Allowing the owner to cover the vehicle or take other protective measures. b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle. c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.

Owners and authorized non-owners have 24-hour access to their vehicles. Vehicles with Police holds are available 24 hours a day with Police Department authorization.

A. **Yes, we do allow vehicle owners to cover their vehicles or take other protective measures. Inside storage is also available if requested.**
B. **Vehicle 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.**

ORIGINAL

C. **Owners and authorized non-owners are allowed full access to their vehicles as necessary for photographs etc. Un-authorized non-owners are not allowed access.**

6. For vehicles in its care, state the firm's policies and procedures for: a. Determining whether or not a vehicle was damaged. b. Determining whether or not a vehicle was stolen. c. Determining whether or not a vehicle was stolen from. d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.

A. First, inspect the vehicle as required. Second, review the Police Departments 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 we verify our vehicle inventory twice weekly, and as a result have not had a vehicle stolen in our 47 year history.

C. Review the Police Departments inventory of 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. State the company's policies and procedures for: a. Determining whether or not private property was damaged in the course of the firm's duties. b. Making restitution to the owner or restoring the property if so determined.

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 and owner, either our company or our insurance company could make payment.

8. State the company's policies and procedures for informing a vehicle owner: a. A vehicle is in the firm's possession b. The location of the vehicle c. The condition of the vehicle

A. Notices to vehicle owners are sent as required by law using an independent third party service, licensed by the state of California.

B. Location of the vehicle is included in the notice sent by an 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.

ORIGINAL

9. State the company's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.

Any complaint received by any method is thoroughly investigated by either of our company managers to reach a fair resolution. Our managers are Chris Yagerlener and Alex Silva and they have over 40 years combined experience. They are available at our office at 965 West 18th Street in Costa Mesa or by phone at 949-642-1252.

10. Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.

Any changes in policies will be communicated 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. Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit 1 Police Tow Policy Guidelines and Requirements. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Costa Mesa Police Department.

We will meet the Police Department reporting requirements using our computer systems storage reporting function as necessary to fully comply. Report will be generated as required or as requested containing any information the Police Department requests.

12. Propose a method of receiving completed release forms electronically from Costa Mesa Police Department by the firm, if one is available.

We are able to receive release forms by FAX, internet or any other means if desired.

13. Propose a method of delivering the monthly report of released vehicles to Costa Mesa Police Department electronically, if available.

We are able to FAX, email, or hand deliver monthly reports if desired.

14. Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company's inventory of vehicles towed and stored under this contract by Costa Mesa Police Department.

We currently use computers for or information reporting requirements. Information is available 24 hours a day 7 days a week as needed. We are willing to cooperate with the Police Department request for shared information if desired.

ORIGINAL

15. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

We currently use GPS tracking to position our trucks across the City to respond as quickly as possible to any call. Because we are based in Costa Mesa we always have trucks ready to respond. We also constantly upgrade our fleet to utilized the newest trucks and technology. Because of this we are able to take advantage of improvements by manufacturers so our trucks run as efficiently as possible. We always look for ways to upgrade our efficiency, and if we find a way to do that we implement the strategy immediately. We are open to any suggestions the Police Department might have.

• Qualifications & Experience: The information requested in this section should describe the qualifications of the company or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

G & W Towing, Inc.

965 West 18th Street

Costa Mesa, CA 92627

California Corporation

Incorporated 1978

G. W. Miller, President	**Above address**
Elizabeth Miller, Vice President	**Above Address**
Tyler Miller, Vice President	**Above Address**

This office opened its doors in 1990.

2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of

ORIGINAL

organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

We are not a partnership.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

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. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

None.

5. How many years have you been in business under your present business name?

47 years.

6. List all business names that you operate as a towing service in the County of Orange.

G & W Towing, Inc.

Dba G & W Towing

Dba Coast Towing

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.

None.

8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa. Include all public agencies served. For each, provide a brief

Costa Mesa Police Department **Full Service**

Light to heavy duty towing services since 1981.

Contact Lt. Bakkila 714-754-4812

ORIGINAL

Services include towing and storage of vehicles at the request of the Costa Mesa Police Department throughout the city.

Newport Beach Police Department Full service

Light to heavy duty towing services since 1980.

Contact Lt. Fischbacher 949-644-3740

Services include towing and storage of vehicles at the request of the Newport Beach Police Department throughout the city.

California Highway Patrol Full Service

Contact Officer Hivner 714-567-6000

Services include towing and storage of vehicles for the California Highway Patrol in our designated service area.

Our company has been providing towing services in Costa Mesa since 1970. We have the largest storage facilities in the city and many of our employees have been with us for 15+ years. We have a wide range of equipment to handle any vehicle we may come across. We use the latest technology to track our fleet and position them to serve our clients as quickly and professionally as possible.

9. description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.

Costa Mesa Police Department Full Service

Light to heavy duty towing services since 1981.

Contact Lt. Bakkila 714-754-4812

Services include towing and storage of vehicles at the request of the Costa Mesa Police Department throughout the city.

Newport Beach Police Department Full service

ORIGINAL

Light to heavy duty towing services since 1980.

Contact Lt. Fischbacher 949-644-3740

Services include towing and storage of vehicles at the request of the Newport Beach Police Department throughout the city.

California Highway Patrol Full Service

Contact Officer Hivner 714-567-6000

Services include towing and storage of vehicles for the California Highway Patrol in our designated service area.

Our company has been providing towing services in Costa Mesa since 1970. We have the largest storage facilities in the city and many of our employees have been with us for 15+ years. We have a wide range of equipment to handle any vehicle we may come across. We use the latest technology to track our fleet and position them to serve our clients as quickly and professionally as possible.

10. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.

G & W Towing has been providing towing services in Costa Mesa since 1970. We have the largest indoor and outdoor storage facilities in the city and many of our employees have been with us for 15+ years. We have a wide range of equipment to handle any vehicle we may come across. We use the latest technology to track our fleet and position our trucks in order to serve the Costa Mesa Police Department as quickly and efficiently as possible. G & W Towing operates out of a single location so our equipment is always located nearby, this includes our heavy duty equipment and this allows us to respond very quickly to calls for service. We also operate and enclosed flatbed to handle special or high security vehicles. In the past this has been utilized by different police departments in order to protect an evidence vehicle from public view or contamination during transport to inside secured storage. Another unique qualification is our back up power generator. Our facilities are covered by a generator that kicks in when power is lost. This allows us to remain fully operational in the event the area loses power due to an emergency or unforeseen event. We have been servicing the Costa Mesa Police Department for 35+ years and we have the experience to handle any situation.

ORIGINAL

11. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.

No subcontractors will be used.

12. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to: a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau. b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards. c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors. d. Letters of recommendation from customers and contracting agencies. e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards. f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.

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 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, to train our drivers to be polite and courteous at all times.**
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.**

ORIGINAL

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 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 and 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 and confidential or sensitive information of any kind or form learned of obtained by me.
4. I agree that I have personal and individual responsibility for the protection of Agency information, documents and material I have come in 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 may result in my dismissal or other disciplinary action by law enforcement agency.

G & W Towing Managerial 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 and Standards of Quality Service

G & W Towing is committed to customer service. We show it every day by providing the highest level of customer service possible. We pride ourselves on providing our customers and 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 feedback, and use that to improve our service. See attached letters.

ORIGINAL

D. We are committed to providing services according to these customer service standards.

We regularly receive surveys and feedback from various customers to ensure we our performing to our standards every day. We also use GPS and periodic training meetings to monitor our trucks and make sure our drivers are trained properly.

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

We enlist a professional safety company to inspect our facilities and keep us up to date with the latest safety regulations.

We are also members of The Towing and Recovery Association of America to keep us up to date on the latest towing and safety procedures.

References:

Bob Evans

Service Director

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

ORIGINAL

Tyler,
I would like to thank you personally for helping me with my brothers car (Scion 2005 marker 11/2). Your kindness + sympathy helped at horrible time.
I just wanted to let you know you rock! Thanks again

With heartfelt appreciation
for the thoughtfulness
you've shown.

Kelli Casey

ORIGINAL

CONFIDENTIAL

445 East Pacific Coast Highway

Newport Beach, CA 92660

13. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your company's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your company, ect., for consideration in the RFP evaluation.

Our Company is very involved in Costa Mesa. We support both Costa Mesa and Estancia High School programs. We donate to the Every 15 Minutes program. We provide vehicles to The Costa Mesa Police Department, The Costa Mesa Fire Department, and S.W.A.T. for training purposes. We donate our services to move the Snoopy House in to position outside city hall every holiday season. We contribute to many other causes throughout the year as they arise as well.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

• Equipment & Facilities: The information requested in this section should describe the company or entity' equipment and facilities. Information shall include:

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.

We currently use 8 wheel lift tow trucks for towing passenger vehicles. We use 8 medium duty flatbed tow trucks for vehicles requiring special handling, and we have 2 heavy duty tow trucks for big rig towing and heavy duty recovery. One of our flatbed trucks is enclosed for moving evidence or vehicles requiring high security.

2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.

ORIGINAL

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 Calls.

3. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.

Our office and storage facility is located at 965 West 18th Street in Costa Mesa. We are permitted for 24 hour use with no restrictions. Our lot can hold over 250 cars outside and our building has room for inside storage of 30 cars, 12 of which can be placed in evidence storage and sealed by the Police Department if necessary. Our evidence storage is concrete, clean, well lit, and has 24 hour video surveillance. Our inside storage is ideal for investigators to inspect vehicles day or night. It is also large enough for investigators to use equipment that may require space around the vehicle. Our evidence storage is used only to store evidence vehicles and only managers have keys. There is no other purpose for our evidence storage besides holding vehicles for the Police Department. Nobody other than management or Police personal enter the room at any time.

4. Provide a detailed description of facility security.

For security our office and storage facility is staffed by a real person 24 hours a day, 365 days a year. The yard is enclosed with an 8 foot barbed wire fence and is brightly illuminated at night. We use over 20 surveillance cameras in our yard and office as well as audio recording in our office.

ORIGINAL

APPENDIX B

FORMS

Vendor Application Form

Ex Parte Communications Certification

Disclosure of Government Positions

Disqualification Questionnaire

Company Profile & References

Staffing Plan

General Questionnaire/Requirements For Towing Services

ORIGINAL

VENDOR APPLICATION FORM
FOR
RFP NO. 17-06
TOWING SERVICES

TYPE OF APPLICANT: ☐ NEW X☒ CURRENT VENDOR

Legal Contractual Name of Corporation: G & W Towing, Inc.

Contact Person for Agreement: G. Wayne Miller

Corporate Mailing Address: 965 West 18th Street

City, State and Zip Code: Costa Mesa CA 92627

E-Mail Address: GWTOW@AOL.COM

Phone: 949-642-1252 Fax: 949-646-3492

Contact Person for Proposals: G. Wayne Miller

Title: PRES. E-Mail Address: GWTOW@AOL.COM

Business Telephone: 949-642-1252 Business Fax: 949-646-3492

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

X☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

ORIGINAL

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
G. Wayne Miller	Pres.	949-642-1252
Elizabeth Miller	V.P.	949-642-1252
Tyler Miller	V.P.	949-642-1252

Federal Tax Identification Number: 95-3278811

City of Costa Mesa Business License Number: 07246

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 5-2017

ORIGINAL

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

ORIGINAL

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

ORIGINAL

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: G & W Towing, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corp.

Active licenses issued by the California State Contractor's License Board: None Required

Business Address: 965 West 18th Street Costa Mesa CA 92627

Website Address: G&WTOWING.

Telephone Number: 949-642-1252 Facsimile Number: 949-646-3492

Email Address: GWTOW@AOL.COM

Length of time the firm has been in business: 46 Years Length of time at current location: 36 Years

Is your firm a sole proprietorship doing business under a different name: _____ Yes X No
If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: X Yes _____ No If yes, State of Incorporation: California
Federal Taxpayer ID Number:
95-3278811
Regular business hours: 8 AM To 5PM Monday thru Friday
Regular holidays and hours when business is closed:
City observed holidays

Contact person in reference to this solicitation:
G. Wayne Miller

Telephone Number: 949-642-1252 Facsimile Number: 949-646-3492

Email Address: GWTOW@AOL.COM

Contact person for accounts payable:
G.Wayne Miller

Telephone Number: 949-642-1252 Facsimile Number: 949-646-3492

Email Address: GWTOW@AOL.COM

Name of Project Manager: G. Wayne Miller

Telephone Number: 949-642-1252 Facsimile Number: 949-646-3492

Email Address: GWTOW@AOL.COM

ORIGINAL

22

COMPANY PROFILE & REFERENCES
(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: NBPD Telephone Number: 949-644-3740

Contact Name: Lt. Fischbacher Contract Amount: City Rates

Email: TFISCHBACHER@NBPD.ORG

Address: 870 Santa Barbara Dr Newport Beach CA 92660

Brief Contract Description: Traffic Lt.

Company Name: C.H.P. Telephone Number: 714-567-6000

Contact Name: Off. Hivner Contract Amount: C.H.P. Rates

Address: 2031 E. Santa Clara Ave. Santa Ana CA 92705

Email: RHIVNER@CHP.CA.GOV

Brief Contract Description: Tow Officer

Company Name: Npt.Auto Ctr. Telephone Number: 949-673-0900

Contact Name: Tim Tauber Contract Amount: Commercial

Email:

Address: 445 E. Coast Hwy. Newport Beach CA 92660

Brief Contract Description: Commercial Account

Company Name: Fletcher Jones Motors Telephone Number: 1-800-927-3576

Contact Name: Bob Evans Contract Amount: Commercial

Address: 3300 Jamboree Rd Newport Beach CA 92660

Email:

Brief Contract Description: Commercial Account

Company Name: Con Env Cons. Telephone Number: 714-566-9090

Contact Name: Gary Guesman Contract Amount: Open

Email:

Address: 15052 Red Hill Ave Tustin CA 92780

Brief Contract Description: Construction

ORIGINAL

STAFFING PLAN

1. **Primary Staff to perform work under this Agreement**

Name	Classification/Title	Years of Experience
G. Wayne Miller	Pres.	46
Tyler Miller	V.P.	10
Chris Yagerlener	Mgr.	25
Alex Silva	Mgr.	30

2. **Alternate staff** (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience
One of the above is always available		

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

ORIGINAL

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-06 TOWING SERVICES** at any time after **January 25, 2017.**

Signature

Date: February 10, 2017

G. Wayne Miller
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **January 25, 2017** with a City Councilmember concerning **RFP No. 17-06 TOWING SERVICES.** A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

ORIGINAL

GENERAL QUESTIONNAIRE/REQUIREMENTS FOR 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
[X]	[ ]	1. Towing Services are available on a 24 hour/7 days a week basis?
[X]	[ ]	2. Do you have a valid and current DMV Certified California Motor Carrier Permit? **If yes, give ID #_____
[X]	[ ]	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 W. 18th St. 2 Miles
[X]	[ ]	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. _____
[X]	[ ]	5. Do you participate in the DMV Employer Pull Notice (EPN) Program? **If yes please provide explain. To provide safe Drivers

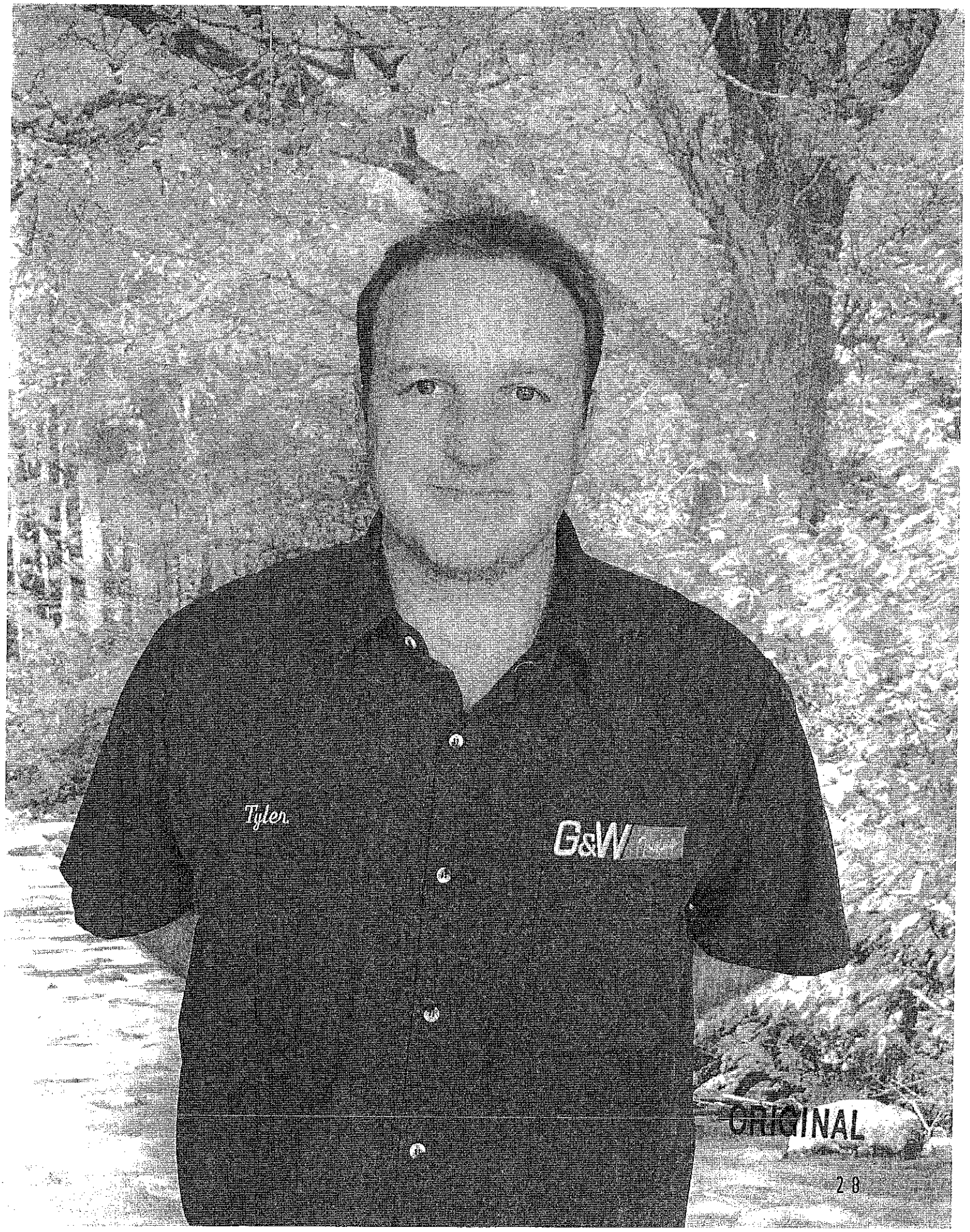
Yes	No	Tow Yard Requirements
[X]	[ ]	6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)? **If no, please explain. _____
[X]	[ ]	7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week? **If not, explain. _____
[ ]	[X]	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. _____
[X]	[ ]	9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)? **If no, please explain. _____
[X]	[ ]	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 Own, based in Costa Mesa

ORIGINAL

Yes	No	Business Office
X[X]	[ ]	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. Employed with G & W Towing since 1991
X[X]	[ ]	12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
X[X]	[ ]	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?
X[X]	[ ]	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 hrs a day 7 days a week to provide no waiting. Handicap Accessable.
X[X]	[ ]	15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? Multi line telephone System **If yes, please explain what this system is. in dispatch office, dispatching to service units via 2 way radio with GPS tracking.
X[X]	[ ]	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. Telephone is answered 24/7 by our employees at our Costa Mesa office.
X[X]	[ ]	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 thru internal training with multiple instructors.

Yes	No	Tow Truck Drivers
X[X]	[ ]	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
X[X]	[ ]	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? 12
X[X]	[ ]	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
X[X]	[ ]	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.

ORIGINAL


Tyler
G&W
ORIGINAL

Yes	No	Tow Truck Drivers Training
[X]	[ ]	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 and certified by the TRAA national assoc.

Yes	No	Tow Truck Classifications and Equipment
[X]	[ ]	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. 8 wheelifts & 8 Flatbeds
[ ]	[X]	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 one.
[X]	[ ]	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, Etc.
[ ]	[X]	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.)
[X]	[ ]	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?)
[X]	[ ]	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?)
[X]	[ ]	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. employee 2 mechanics to provide safe and properly equiped tow trucks.
[X]	[ ]	31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

ORIGINAL

Yes	No	Financial Interest
[ ]	[X]	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._____
[ ]	[X]	33. Are you directly involved with any other towing business? **If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc.
[ ]	[X]	34. Are you directly or indirectly associated with a company providing private security services? **If yes, please identify and provide details.
[ ]	[X]	35. Are you associated with any other towing service company that may participate in this RFP? **If yes, please provide details.

Yes	No	Records
[X]	[ ]	36. Are all originals records of business transactions retained on-site? **If no, explain where records are kept and give location name and address.
[X]	[ ]	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.

ORIGINAL

30

BILL OF LADING

[redacted]

AROUND THE CLOCK EMERGENCY SERVICE

G & W TOWING

SPECIALIZING IN LONG DISTANCE TOWING

965 WEST 18TH ST., COSTA MESA, CA 92627
(949) 642-1252

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 _____

R-CODE _____ CALL # _____ CA #0065578

LOCATION OF PICKUP _____

TAKEN TO _____

COMMENTS _____

MILEAGE ENDING	
MILEAGE START	
MILES	
DRIVER	
TRUCK NO.	

TOWING		
MILEAGE		
DOLLY		
LABOR		
ADDITIONAL TOWING		
STORAGE		
ADVANCE PAY OUT		
RELEASE		
FILLING FEE		
TOTAL ▸		

CHECK NO.	CASH	CHARGE

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.

SIGNED _____

ORIGINAL

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.

smart source
562-622-6444

ATTACHMENT B
COST PROPOSAL
FOR
TOWING SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Proposer should use a separate form to state pricing for any added value.

DESCRIPTION	RATE
Towing	
Basic Tow	$ 175.00
Flatbed or Medium Duty Tow	$ 195.00
Heavy Duty Tow	$ 300.00
Motorcycle Tow	$ 195.00
Storage	
Outside Storage Car	$ 45.00
Inside Storage Car	$ 55.00
Outside Storage Truck	$ 55.00
Inside Storage Truck	$ 60.00
Motorcycle Storage	$ 24.00
Labor	
Tow Dolly	$ 55.00
R&R Linkage/Driveshaft	$ 27.00
Rollover/Winching	$ 60.00
Hourly Labor	$ Same as tow rate
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.)	$ 60.00
Service Call - minimum	$ 60.00
On-Scene Release	$ 80.00

ORIGINAL

Total Estimated Annual Price	$ 360K base

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ORIGINAL

CITY OF COSTA MESA
BUSINESS LICENSE TAX CERTIFICATE - 07246

77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA 92628-1200
PHONE (714) 754-5234 FAX (714) 754-5149

BUSINESS NAME PAC WRKR AND WHLS SALES/COAST TOW
CORPORATE NAME G & W TOWING
BUSINESS LOCATION 965 W 18TH ST
COSTA MESA, CA 92627-4541

PRINCIPAL'S NAME: G WAYNE MILLER
G AND W TOW

EXPIRATION DATE: May 31, 2017
DESCRIPTION: TOWING AUTOMOBILES-REPAIR GARAGE

PAC WRKR AND WHLS SALES/COAST TOW
965 W 18TH ST
COSTA MESA, CA 92627-4541

ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax, pursuant to the CMMC Title 9 Chapter 1, and is issued for revenue purposes only.

ORIGINAL

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

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 DMV DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

NON-EXPIRING MOTOR CARRIER PERMIT
Combined Carrier

DEPARTMENT OF MOTOR VEHICLES
Motor Carrier Services Branch
P.O. BOX 932370 Sacramento, CA. 94232-3700

Valid From:	12/01/2008	Valid Through:	Non-Expiring
CA#:	0065578		

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

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:

For Hire
Corporation

Not Valid for Intrastate Only Operations

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.

ORIGINAL

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME *(FIRST, MIDDLE, LAST)*	DATE OF BIRTH
GORDON WAYNE MILLER	[redacted]

LIST ALL ALIASES *(USE ADDITIONAL PAGES IF NECESSARY)*

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	MANAGER / OWNER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	12/31/2012	A	M, T, N

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☑ YES ☐ NO	[redacted]	☑ YES ☐ NO

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

Class A: 41 Class B: 41 Class C: 41 Class D: 41

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☐ YES ☑ NO

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

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE
		04/06/2011
TOW DRIVER'S SIGNATURE		DATE
		04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
	13563	05/06/2011

FOR CHP USE ONLY:

☒ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 3-12) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
Tyler Paul Miller	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

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

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W Towing	Driver

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	2017	C	

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☐ YES ☒ NO		☐ YES ☐ NO

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

Class A: 6 Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☒ YES ☐ NO	☐ YES ☒ NO

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

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE
		4-3-2014
TOW DRIVER'S SIGNATURE		DATE
		4-3-2014
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
	13563	4-10-14

FOR CHP USE ONLY

☒ APPROVED ☐ DISAPPROVED

ORIGINAL

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

41

Destroy Previous Editions

ChpZ34F_0312.pdf

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
CHRISTOPHER JOHN YAGERLENER	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	MANAGER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	09/17/2013	A	NONE

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☑ YES ☐ NO	05/15/2011	☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 18 Class B: 18 Class C: 15 Class D: 15

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☐ YES ☑ NO

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

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE 04/06/2011
TOW DRIVER'S SIGNATURE		DATE 04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER 13563	DATE 05/06/2011

FOR CHP USE ONLY:

☑ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
ALEJANDRO SILVA	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	05/15/2014	C	NONE

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM?
☐ YES ☑ NO		☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 17 Class B: 17 Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☑ YES ☐ NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
1988 = ATPD. GTA , BREA, CA

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE 04/06/2011
TOW DRIVER'S SIGNATURE		DATE 04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER 13563	DATE 05/06/2011
FOR CHP USE ONLY:		

☑ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
JESUS SILLER JR.	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	06/15/2012	A	NONE

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☑ YES ☐ NO	03/25/2012	☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 12 Class B: 12 Class C: 9 Class D: 9

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☑ YES ☐ NO

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

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE 04/06/2011
TOW DRIVER'S SIGNATURE Jesus Siller Jr.		DATE 04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER 13563	DATE 05/06/2011

FOR CHP USE ONLY:

☑ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
DENNIS MICHAEL DOYLE	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	10/03/2015	A	T, H, N, X

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☑ YES ☐ NO	07/27/2011	☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 18 Class B: 18 Class C: 5 Class D: 5

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☐ YES ☑ NO

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

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE 04/06/2011
TOW DRIVER'S SIGNATURE		DATE 04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER 13563	DATE 05/06/2011

FOR CHP USE ONLY:

☑ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
FAUSTO OLIM VIGUERAS	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	04/18/2012	C	NONE

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN DSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☐ YES ☑ NO		☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 10 Class B: 10 Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☑ YES ☐ NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
1996 = UNDER AGE ALCOHOL CONSUMPTION, RESISTING ARREST, MARSHALL, MN.

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE
		04/06/2011
TOW DRIVER'S SIGNATURE		DATE
		04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
	13563	05/06/2011

FOR CHP USE ONLY:

☒ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 3-12) OPI 061

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

OPERATOR/DRIVER FULL NAME *(FIRST, MIDDLE, LAST)*	DATE OF BIRTH
MICHAEL WAYNE ELLIOTT	[redacted]

LIST ALL ALIASES *(USE ADDITIONAL PAGES IF NECESSARY)*
N/A

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

COMPANY NAME	JOB TITLE/CLASSIFICATION
G&W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	06/14/2019	A	N/A

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☑ YES ☐ NO	07/21/2016	☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 18 Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☑ YES ☐ NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
1999 NO PROOF OIF INSURANCE, SAN BERNADINO COUNTY
SERVED 7 DAYS IN SAN BERNADINO COUNTY JAIL IN LUE OR PAYING A $1500 FINE

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE
[signature]		05/20/2016
TOW DRIVER'S SIGNATURE		DATE
[signature]		05/20/2016
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
[signature]	15784	5-23-16

FOR CHP USE ONLY:

☒ APPROVED ☐ DISAPPROVED

RH 8-4-16

ORIGINAL

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

47

Destroy Previous Editions

Chp234F_0312.pdf

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
BRADLEY DEAN HIGLEY	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	03/21/2016	C	M

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☐ YES ☑ NO		☑ YES ☐ NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 16 Class B: 16 Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☑ YES ☐ NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR/FELONY CONVICTIONS, SECTIONS OF LAW VIOLATED, DATES OF CONVICTIONS AND LOCATIONS WHERE THEY OCCURRED (CITY, COUNTY, STATE, COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
1984 = DRUG POSSESION, NORWALK, CA

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE
		04/06/2011
TOW DRIVER'S SIGNATURE		DATE
		04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
	13563	05/06/2011

FOR CHP USE ONLY:

☑ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 01-11) OPI 061

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
CHRISTOPHER RYAN SIMRAK	[redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME	JOB TITLE/CLASSIFICATION
G & W TOWING	TOW TRUCK DRIVER

DRIVER LICENSE NUMBER	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
[redacted]	CA	12/24/2011	C	NONE

MEDICAL CERTIFICATE	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
☐ YES ☑ NO		☑ YES ☐ NO

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

Class A: 6 Class B: 6 Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
☑ YES ☐ NO	☐ YES ☑ NO

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

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

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE		DATE
		04/06/2011
TOW DRIVER'S SIGNATURE		DATE
		04/06/2011
RECEIVING OFFICER'S NAME	ID NUMBER	DATE
	13563	05/06/2011

FOR CHP USE ONLY:

☑ APPROVED ☐ DISAPPROVED

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

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0111.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

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

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST): SETH BERGER

DATE OF BIRTH: [redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

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

COMPANY NAME: G & W TOWING

JOB TITLE/CLASSIFICATION: DRIVER

DRIVER LICENSE NUMBER: [redacted]

STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
CA	2021	C	

MEDICAL CERTIFICATE: ☐ YES ☐ NO

MEDICAL CERTIFICATE EXPIRATION DATE

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? ☒ YES ☐ NO

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

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

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? ☐ YES ☐ NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? ☒ YES ☐ NO

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

POSS CONT SUBSTANCE

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

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

OPERATOR'S/OWNER'S SIGNATURE: [signature] DATE: 4-7-2016

TOW DRIVER'S SIGNATURE: [signature] DATE: 4-7-2016

RECEIVING OFFICER'S NAME: [signature] ID NUMBER: 15784 DATE: 7-26-11

FOR CHP USE ONLY:

☒ APPROVED ☐ DISAPPROVED

RE-SIGNED 1-25-17

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

Destroy Previous Editions

Chp234F_0213.pdf

ORIGINAL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

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

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST): VICTOR MADRID

DATE OF BIRTH: [redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY):

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

COMPANY NAME: G & W TOWING

JOB TITLE/CLASSIFICATION: DRIVER

DRIVER LICENSE NUMBER: [redacted]

STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
CA	2021	A	M T N

MEDICAL CERTIFICATE: [X] YES [ ] NO

MEDICAL CERTIFICATE EXPIRATION DATE: 2018

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? [X] YES [ ] NO

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

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

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? [X] YES [ ] NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? [X] YES [ ] NO

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

DOM. VILENCE

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

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

OPERATOR'S/OWNER'S SIGNATURE: [signature] DATE: 4-7-2016

TOW DRIVER'S SIGNATURE: [signature] DATE: 4-7-2016

RECEIVING OFFICER'S NAME: R. [signature] ID NUMBER: 15784 DATE: 1-26-12

FOR CHP USE ONLY:

[X] APPROVED [ ] DISAPPROVED

RH 1-25-17

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

Destroy Previous Editions

ORIGINAL

Chp234F_0213.pdf

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

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

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

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST): MORELOS ZUNIGA

DATE OF BIRTH: [redacted]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

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

COMPANY NAME: G & W TOWING

JOB TITLE/CLASSIFICATION: DRIVER

DRIVER LICENSE NUMBER: [redacted]

STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS
CA	2018	C	

MEDICAL CERTIFICATE: ☐ YES ☐ NO

MEDICAL CERTIFICATE EXPIRATION DATE:

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM? ☒ YES ☐ NO

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

Class A: Class B: Class C: 2 Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? ☒ YES ☐ NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? ☐ YES ☒ NO

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

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

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

OPERATOR'S/OWNER'S SIGNATURE: DATE: 8-1-2016

TOW DRIVER'S SIGNATURE: DATE: 8-1-2016

RECEIVING OFFICER'S NAME: K. G. — ID NUMBER: 15789 DATE: 2-8-16

FOR CHP USE ONLY:

☒ APPROVED 1-25-17 ☐ DISAPPROVED

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

Destroy Previous Editions

Chp234F_0213.pdf

ORIGINAL

STATE OF CALIFORNIA
BCII 8016
(orig. 4/01; rev. 6/09)

DEPARTMENT OF JUSTICE

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

CA 0349900
ORI (Code assigned by DOJ)

Non Sworn LEA Personnel
Authorized Applicant Type

Rotation Tow Truck Driver
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

California Highway Patrol
Agency Authorized to Receive Criminal Record Information

02169
Mail Code (five-digit code assigned by DOJ)

P.O. Box 942898
Street Address or P.O. Box

Dennis Davidson
Contact Name (mandatory for all school submissions)

Sacramento — City
CA — State
94289-0001 — ZIP Code

(916) 843-3355
Contact Telephone Number

Applicant Information:

Butsko
Last Name

Zephaniah
First Name

F
Middle Initial

Suffix

Other Name (AKA or Alias) Last

First

Suffix

[redacted]
Date of Birth

Sex ☒ Male ☐ Female

[redacted]
Driver's License Number

6-01
Height

180
Weight

Blue
Eye Color

Brown
Hair Color

Billing Number
(Agency Billing Number)

California MISSION VIEJO
Place of Birth (State or Country)

[redacted]
Social Security Number

Misc. Number 949-324-4258
(Other Identification Number)

Home Address 115 E. Wilson Ave #E
Street Address or P.O. Box

Costa Mesa — City
CA — State
92627 — ZIP Code

Your Number: 675 - Hivner
OCA Number (Agency Identifying Number)

Level of Service: ☒ DOJ ☐ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ

Street Address or P.O. Box

City

State

ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

COSTA MESA POLICE DEPARTMENT #29
Name of Operator

01/27/2017
Date

COSTA MESA POLICE DEPARTMENT
Transmitting Agency

5-14
LSID

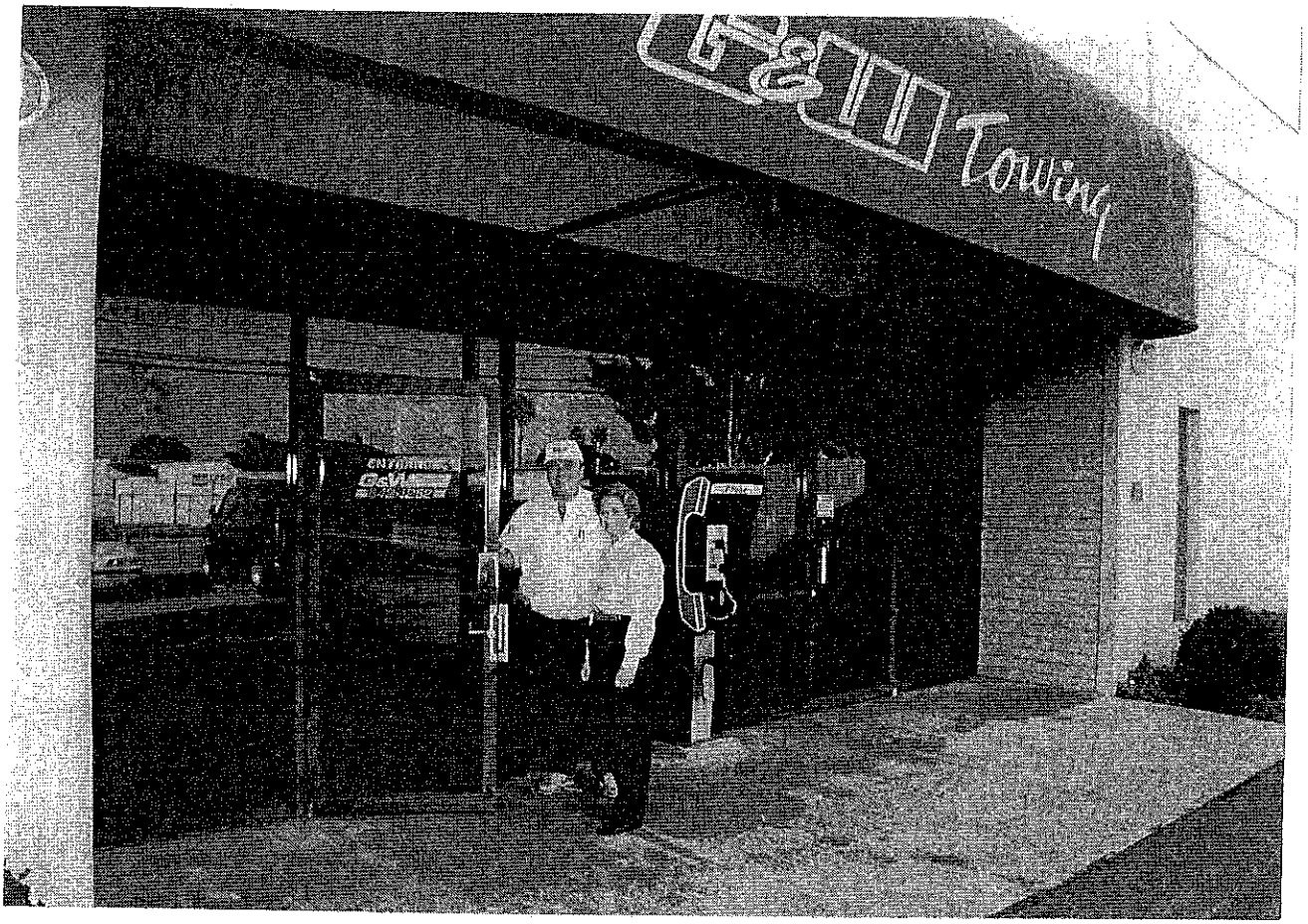
I027802861
ATI Number

32/10 42.00
Amount Collected/Billed

ORIGINAL - Live Scan Operator SECOND COPY - Applicant THIRD COPY (if needed) - Requesting Agency

ORIGINAL

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.

ORIGINAL

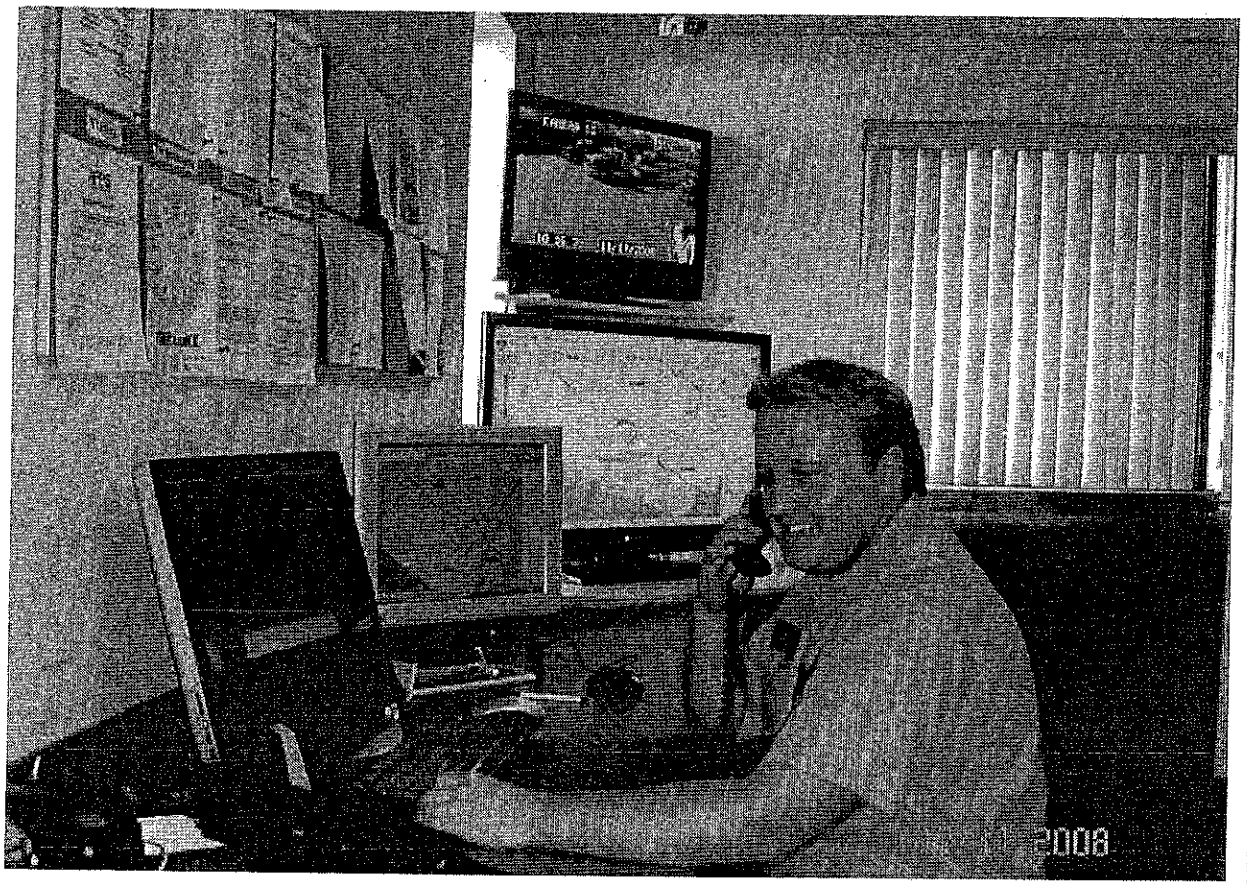
G & W Towing

Big or Small We Tow Them All

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

ORIGINAL

G & W Towing

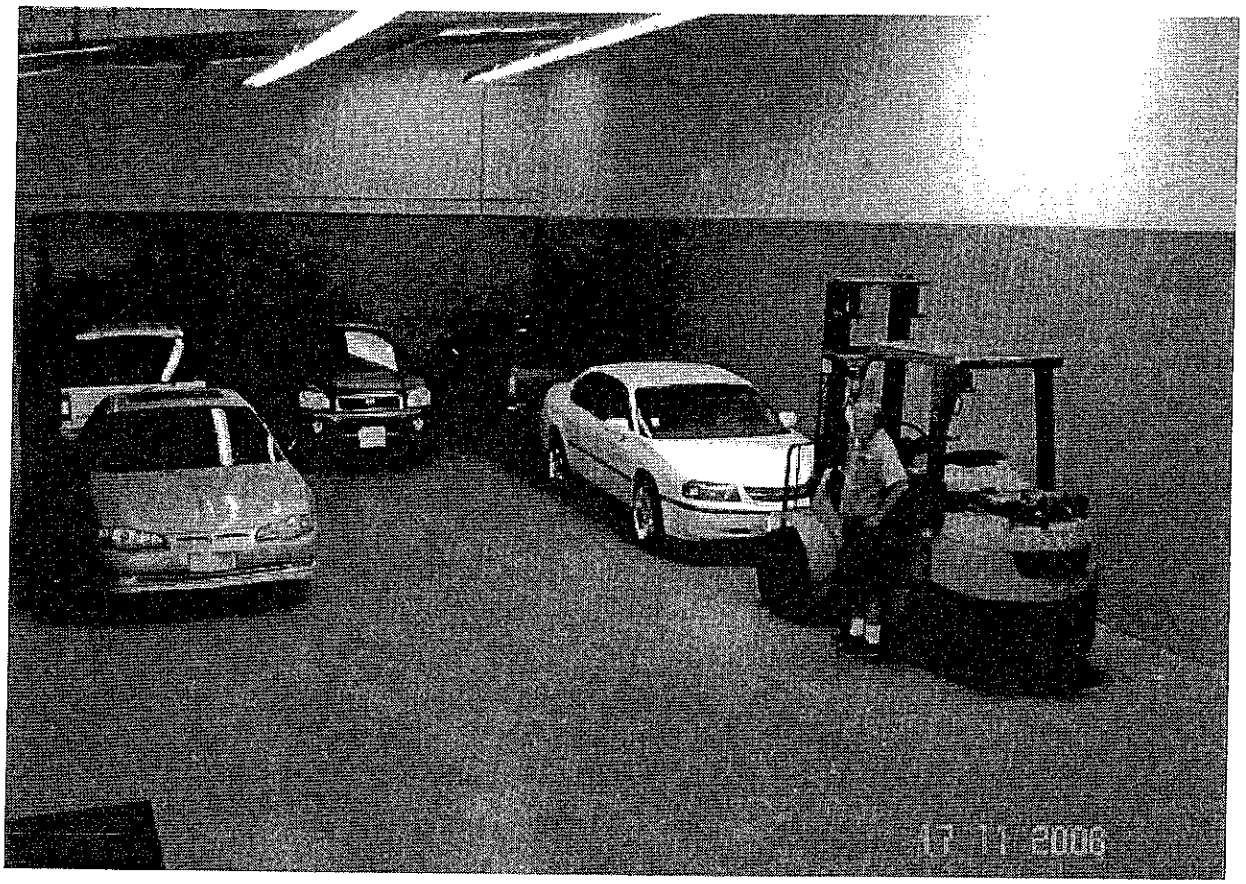


Quick Response

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.

ORIGINAL

G & W Towing

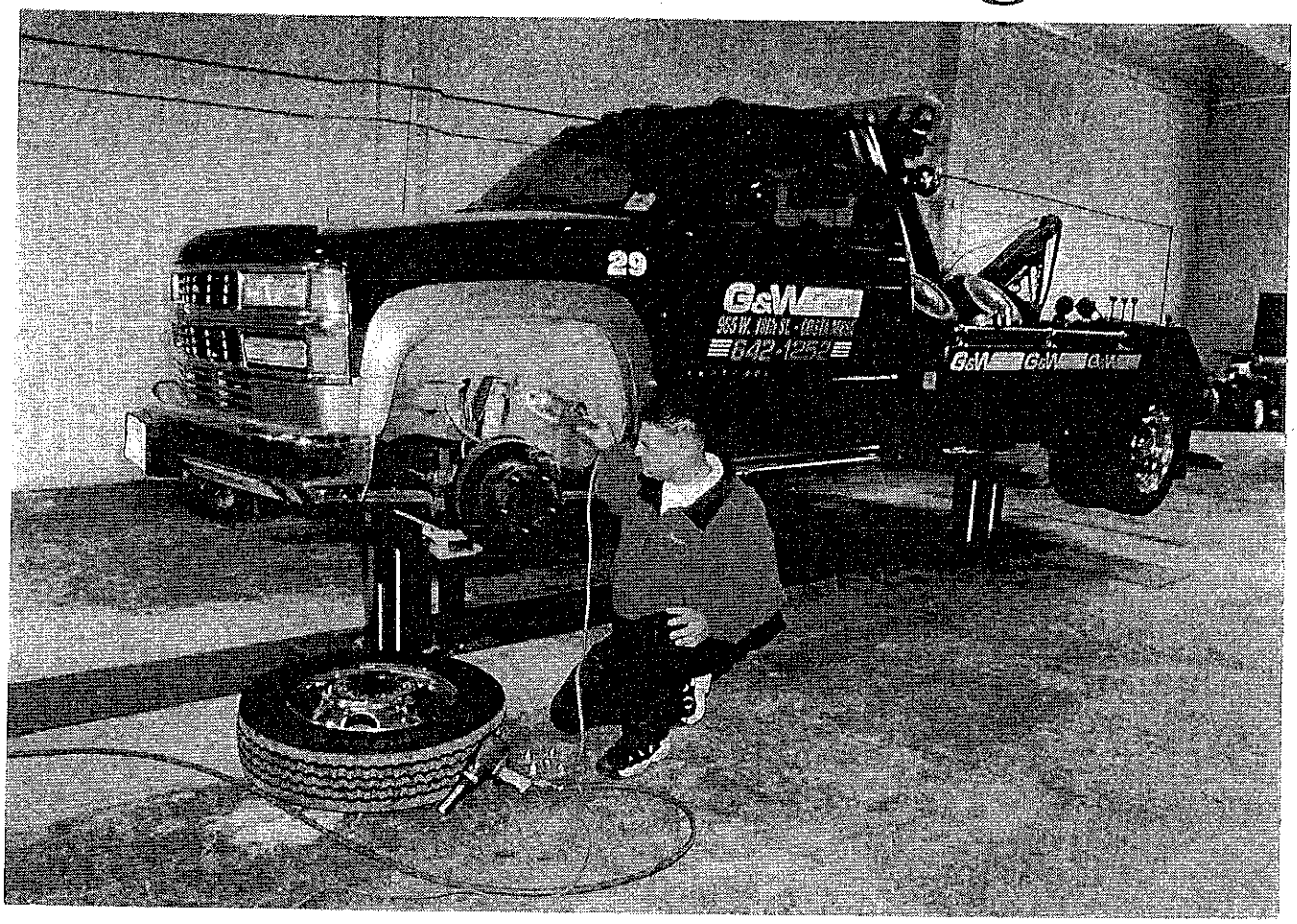


High Security

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

ORIGINAL

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.

ORIGINAL

EXHIBIT B

TOW POLICY GUIDELINES AND REQUIREMENTS

CITY OF COSTA MESA

POLICE DEPARTMENT

TOW POLICY GUIDELINES AND REQUIREMENTS

JANUARY 2017

TABLE OF CONTENTS

PURPOSE 1
GOALS 1
TOW SERVICES - DEFINITIONS 1
RESPONSE TO CALLS 1
ABANDONED VEHICLES 2
COSTA MESA MUNICIPAL CODE ARTICLE 18 2
- TOWING SERVICE REQUIREMENTS 3
  - -Contract Tow Service Operators 3
  - -Tow Yard Requirements 5
  - -Storage Security Responsibility 6
  - -Evidence Hold or Special Handling Requirements 6
- BUSINESS OFFICE 7
  - -Business Office Staff 8
  - -Charges for Towing and Related Services 9
  - -City Recovery of Administrative Fees 10
  - -Payment 10
- TOW TRUCK DRIVERS 11
  - -Driving Infractions of Employees 12
  - -Drivers Training 13
  - -Drivers Licensing 13
  - -Employee Uniforms 14
- TOW TRUCK CLASSIFICATIONS AND EQUIPMENT 15
  - -Classes of Tow Trucks 16
  - -Inspections 17
- CHARGES AND LIEN SALES 18
  - -Charges for "Evidence Hold" Vehicles 18
- FINANCIAL INTEREST 19
- ROTATION RULES 19
- FREE SERVICES PROVIDED TO THE CITY 20
  - -Towing Services for City-Owned Vehicles 20
  - -Costa Mesa Fire Department Training Vehicles 20
- RECORDS & REPORTING 20
- COMPLAINTS 23
- DISCIPLINARY ACTION 24
- TERMINATION 25

CITY OF COSTA MESA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS

PURPOSE

The purpose of the Costa Mesa Police Tow Policy Guidelines and Requirements ("Policy") is to establish guidelines and requirements to efficiently manage and provide police-initiated towing service that will be of mutual benefit to the public, the Costa Mesa Police Department ("CMPD"), and the towing companies providing that service.

GOALS

1. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.

2. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.

3. To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.

2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.

3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.

4. A call for clean up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalks and parkways.

5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Costa Mesa.

RESPONSE TO CALLS

Upon request by the CMPD, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to, towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in

public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a CMPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of CMPD tow requests within the City limits.

When dispatched by CMPD, the tow service operator shall not remove any vehicle involved in a collision until authorized by CMPD.

The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the law enforcement officer or the person in control of the disabled vehicle.

In addition to removal of vehicles, the tow service operator shall remove, transport and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.

In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movement at all specified sites.

On any private property tows, the tow service operator shall observe and notify CMPD of any damage to any property.

ABANDONED VEHICLES

Abandoned vehicles and private property tows shall comply will all provisions of California Vehicle Code sections 22650 et seq. Failure to comply may result in disciplinary action up to or including termination of the contract.

COSTA MESA MUNICIPAL CODE ARTICLE 18

Each tow service operator shall comply with all applicable sections of Title 9, Chapter II, Article 18 of the Costa Mesa Municipal Code.

TOWING SERVICE REQUIREMENTS

Each tow service operator shall render 24-hour, 7-day a week towing service, and the service area shall include the entire city limits of Costa Mesa. Towing companies shall respond to the scene within fifteen (15) minutes from the time when called by the Costa Mesa Telecommunications Dispatch Center. The response time for a Heavy Duty (Class C) & Super Heavy Duty (Class D) vehicle tow may be up to forty-five (45) minutes.

The tow service operator agrees that its service, including the releasing of vehicles, will be available on a 24-hour, 7 days-a-week basis and that it will provide the CMPD with a complete description of its towing operation for the City of Costa Mesa at the time it signs its agreement with the City. For any vehicle release during business hours, the tow service operator shall ensure that a person wait no longer than twenty (20) minutes to take possession of his/her vehicle after payment of fees. After business hours, the tow service provider shall ensure a person waiting to take possession of his/her vehicle wait no longer than thirty (30) minutes for response from the tow service operator.

Each tow service operator shall have dispatching capability to their trucks/drivers 24 hours per day.

The tow service operator on call shall maintain a minimum of one driver on-duty at all times. In addition, at least one driver will be on stand-by at all times.

The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring a tow to any particular repair shop(s) and is prohibited from requesting or receiving a fee from any repair shop(s) for towing a vehicle to that facility or for a referral to that facility.

The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as "soliciting", "cruising", or "poaching."

CONTRACT TOW SERVICE OPERATORS

All tow service operators shall conduct their business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

All tow service operators shall be responsible for the acts of their employees while on duty and for damage to vehicles while in their possession.

All tow service operators shall be responsible for the protection of police-impounded vehicles, regardless of the location of storage, until the vehicles have either been released to their owners or disposed of through a legal process.

Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.

No contracted tow service operator shall be directly involved in the towing related business of any other towing service contracting with Costa Mesa or with a company providing private security services which have the power or duty to patrol or enforce parking regulations on private or public property.

All tow service operators shall comply with sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to unauthorized charges or repair work on the vehicle in its charge and posting of notices.

The tow service operator shall maintain a current/valid motor carrier permit and provide the CMPD with a current copy. Failure to maintain a valid permit will result in automatic suspension of all activity until a valid motor carrier permit is obtained.

The tow service operator shall maintain current registration on all vehicles. Each tow service operator must provide CMPD with a copy of valid registration for each vehicle in his/her/its fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City of Costa Mesa until valid registration is obtained.

The tow service operator must maintain the standard current/valid insurance as required by the City of Costa Mesa, as defined in the Request for Proposal document. Auto insurance must be maintained for each vehicle. The insurance certificates must be provided to the CMPD. The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/valid insurance may result in suspension of all towing activity until current/valid insurance is obtained.

The tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. The tow service operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of their employees. The tow service operator is required to provide a copy of their drug and alcohol free workplace policy to CMPD, and any changes to that policy shall be submitted in writing to CMPD. Failure to comply with the requirements of this policy and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension and/or termination from providing tow services for the City of Costa Mesa.

The tow service operator shall notify the CMPD of any vehicles being towed or stored within the City pursuant to private party requests, prior to leaving the City limits or within thirty (30) minutes of vehicle storage, whichever occurs first.

The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, *prior* to bringing the vehicle *into* the City of Costa Mesa.

Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the CMPD, the tow service operator shall have no claim against the City of Costa Mesa for the cost of its service rendered, but shall look solely to the owner of the vehicle transported. The City of Costa Mesa makes no representation that such person will be financially responsible.

All personal property located within towed or stored vehicles shall be surrendered to the vehicle owner upon request and upon presentation of proper identification, unless the vehicle is to be held for evidence.

Any change in operating locations of a towing service provider shall be reported, in writing, to the CMPD at least thirty (30) days prior to such change.

Each contract tow service provider shall comply with section 27907 of the California Vehicle Code regarding signs on tow trucks. Contract tow service providers shall only dispatch to the scene of the need tow trucks bearing the name of the towing service.

All vehicles stored or impounded as a result of a tow ordered by the City of Costa Mesa shall be towed directly to a towing service storage lot unless the CMPD or other person legally in charge of the vehicle requests that it be taken to some other location.

TOW YARD REQUIREMENTS

General Requirements

All stored vehicles shall be stored and released from the tow service provider's office, which shall be located within five (5) miles from CMPD Headquarters (99 Fair Drive, Costa Mesa, CA 92626).

Towing service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by CMPD.

Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the jurisdiction of the facility. Perimeter gates and fencing shall be maintained to ensure security and discourage unauthorized access.

There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the CMPD and Costa Mesa Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign(s) identifying the tow service business to the public shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to the tow yard operator after hours.

Adequate open storage space shall be provided to accommodate stored, impounded, and disabled vehicles resulting from CMPD calls for towing services. The minimum capacity of such a lot shall be not less than 100 vehicles, and said capacity shall be expressly for the purpose of storing Costa Mesa police tows. Tow service operators may have more than one lot in order to accommodate the 100 vehicles. All storage lots shall be located within five (5) miles of the CMPD Headquarters.

The CMPD reserves the right to require any other security devices it deems reasonably necessary.

Any damage to wall structures shall be repaired within 24 hours to ensure proper protection for the stored/impounded vehicles.

Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his/her designee and furnish the new address thirty (30) days in advance for inspection.

STORAGE SECURITY RESPONSIBILITY

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of Costa Mesa for official police tow storage. Facilities utilized by the tow service operator for CMPD tow storage must be located within five (5) miles of CMPD Headquarters.

The tow service operator shall be held accountable for all personal property and vehicle accessories, together with the vehicle stored within its storage facility. The City of Costa Mesa, its officers, agents, and employees shall be relieved of all responsibility.

The tow service operator shall not remove personal property from a stored vehicle. If the registered owner removes personal property from a stored vehicle, the tow service operator shall maintain documentation of such and will require a signed receipt from the registered owner for property released. The tow service operator shall immediately notify the CMPD if any contraband, weapons or hazardous materials are found in the vehicle(s).

No vehicle impounded at the direction of the CMPD shall be released, sold or dismantled without written approval (signed release) from the CMPD.

Upon taking possession of the towed vehicle, the tow service operator assumes full responsibility for the vehicle and its contents.

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- The secured "evidence hold" area must be within the confines of the tow service provider's primary storage facility, which shall be located within five (5) miles of the CMPD Headquarters.

- The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must contain four walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.

- The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by

police personnel, if necessary, and be accessible 24-hours, 7-days per week by members of the CMPD.

- The bottom edge of the enclosed structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.
- This space must be adequate to contain at least one (1) full-sized passenger vehicle. Please note that CMPD requires five (5) such evidence hold spaces.
- This space must be at least 1,000 square feet or more and within the tow company's main storage area.
- Vehicles impounded by the CMPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a forty-eight (48)-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall contents of vehicles with a "Police Hold" be removed.
- The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.
- Structures shall have a hard floor of either concrete or asphalt.
- Only items being held as police evidence shall be kept in the evidence hold storage area. The evidence hold storage area and floor shall be kept in a clean condition.
- There must be adequate lighting and electrical power immediately available to the area.
- The area shall be free of pedestrian and vehicle traffic during the inspection.
- Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without CMPD's written consent.
- Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.
- A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds."
- The tow service operator shall not charge the City for storage of vehicles that involve evidence holds.

BUSINESS OFFICE

The tow service provider must have one business office location within five (5) miles of the CMPD Headquarters, at which vehicles are released. The tow service provider must be able

to demonstrate experience and expertise in providing towing services to public agencies and have been in the towing business within the County of Orange for a minimum of two (2) years prior to the start of contract. If telephones are the means of communication for receipt of calls from the CMPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the CMPD in writing with effective the date of the change.

- The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public, both in person and on the phone, and/or electronically by e-mail.

- The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.

- The office shall be staffed and open for business Monday through Friday, 8:00 a.m. to 5:00 p.m. Hours and charges shall be posted for public view in an unobstructed area inside the office.

- During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.

- The tow service office may be closed on City of Costa Mesa recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.

- The towing service office shall possess a valid City of Costa Mesa Business License.

Business Office Staff

Employees of tow service operators shall provide good customer service at all times.

Employees shall refrain from any acts of misconduct including, but, not limited to, any of the following:

1. Rude or discourteous behavior.
2. Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
3. Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

All tow service operators shall comply with the following non-discrimination policy:

> Non-discrimination. In performing tow services pursuant to the Police Tow Policy Guidelines and Requirements, the tow service operator 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.

Charges for Towing and Related Services

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code section 22658 and in accordance with the rates established based on sections 9-284.8 and 9-284.9 the Costa Mesa Municipal Code.

Tow and storage rates shall be posted conspicuously in public view, in accordance with California Civil Code section 3070 (17 inches x 22 inches, with letters at least 1 inch in height).

The tow service operator agrees to provide the following services to the City at or below the rates established periodically by the City Council in accordance with section 9-284.9 of the Costa Mesa Municipal Code:

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow (over ¾ ton)
- Super Heavy Duty (over 1 ton)
- Inside Storage
- Outside Storage
- Storage of Trucks, Trailers, Buses
- Storage of Motorcycles
- Tow Dolly
- Dropped Drive Line
- Winching/Recovery
- Labor
- After Hours Release
- Street Clean Up After Accident (No Tow) – Hourly Rate
- Lock outs/Extrication

With the exception of the basic tow rate, the preceding services are based on a 24-hour period. No charge or other fee shall be collected for a dry-run (i.e., when none of the above chargeable services is rendered by the tow service operator). It will be the tow service operator's responsibility to collect its fees for services rendered pursuant to this Policy and its contract with the City, and the City of Costa Mesa shall not be responsible in any way for such charges.

In the event the CMPD errs in impounding a vehicle, or for any other reason in the CMPD's sole discretion CMPD concludes a vehicle should be released without any charges, the tow

service operator shall immediately release such vehicle without charge upon request by the CMPD.

The tow service provider must honor "no charge" or "reduced charge" towing fee waivers authorized by a Costa Mesa Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

If clean up at collision locations is requested and no vehicle tow is being requested, the towing service provider may charge the City for clean up at the agreed upon rate based upon hours verified by the CMPD on site.

Annually, the fees established by the City Council shall be subject to automatic annual adjustments in proportion to the percentage change in the Consumer Price Index ("CPI"), as set forth in section 9-284.9 of the Costa Mesa Municipal Code.

City Recovery of Administrative Fees

The tow service provider must collect the City of Costa Mesa's reasonably borne administrative costs, on behalf of the City of Costa Mesa, in the prescribed amount established by the City user fees each year. The tow service provider must remit the collected fees on or before the 20th day of each calendar month. Payments must be made by check, payable to the City of Costa Mesa. Payments must be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. The City has a right to request an audit at any time. If the audit is performed and errors are found, then the City may charge the tow service provider for the audit costs.

Payment

Payment of cash or credit card with proper identification shall be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other CMPD-ordered tows, shall accept payment in the manner consistent with California Vehicle Code section 22651.1, as set forth below:

22651.1. Payment of towing and storage costs by credit card or cash. Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.

2. The tow service operator shall ensure that drivers assigned to respond to City of Costa Mesa service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under the operator's contract with the City.

3. All Drivers assigned to respond to City of Costa Mesa service calls will be:
   - Awake and alert
   - Punctual
   - Able to speak and write English fluently and clearly
   - Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee
   - Possess a valid California Driver's License (CDL)
   - Not under the influence of alcohol, marijuana or any controlled substance
   - No DUI convictions
   - Neat, clean and well groomed in appearance

   Tattoos – In order to ensure a professional appearance for all tow service providers in Costa Mesa, all tattoos must be concealed by operators while working. Operators will be required to conceal any tattoos with gloves, collars, long sleeves, or by other means acceptable to the CMPD. Facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by the Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.

5. All drivers will be required to submit to a City of Costa Mesa criminal history records check, including Live Scan fingerprinting, which will be conducted at CMPD. Felony and misdemeanor convictions may be disqualifying. The City of Costa Mesa may elect to issue identification (ID) cards to those employees that successfully pass the background check.

6. The tow service operator shall maintain and provide the CMPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document.

7. The tow service operator shall notify the CMPD in writing, which may be provided via e-mail correspondence, of any change in drivers or driver status and provide the CMPD with an updated list of drivers within seven (7) calendar days following date of change during the term of the contract.

Driving Infractions of Employees

The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

1. In the event of a traffic infraction by a rotational tow truck driver, the tow service operator will be advised of the violation by the CMPD. The tow service operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.

2. Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.

3. Any conviction of the operator or an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator, denial of the operator's application, or termination of the contract.

4. An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.

5. CMPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by CMPD will be referred to the agency with investigative jurisdiction.

6. Nothing herein shall be deemed to prohibit CMPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination.

Examples:

1. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. Five (5) or more points in twenty-four (24) months constitutes a poor driving record.

2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitutes a poor driving record.

4. For a driver with a commercial license reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

Driver Training

The tow service operator is solely responsible for the training of its employees. The operator shall ensure tow truck drivers responding to calls initiated by CMPD have completed the training, as required by section 2436.5 of the California Vehicle Code, within the past five (5) years. The tow service operator shall provide proof of said training for every driver on staff.

The training shall include, but not be limited to, all of the following:

1. Tow truck driver and motorist safety.
2. Vehicle operation.
3. Traffic control and scene management.
4. Communication procedures.
5. Demeanor and courtesy.

Driver Licensing

The towing company shall ensure that only qualified and competent tow drivers respond to calls initiated by the CMPD. Tow drivers shall be at least eighteen (18) years old (in compliance with California Vehicle Code section 12515) and possess the following minimum class driver's license:

1. Class A tow trucks - a valid Class C (3) license or a valid Class A (1) license with a valid medical certificate.

2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.

3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.

4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

VEHICLE TYPE OR CARGO	CLASS LICENSE	ENDORSE/CODE
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.

The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

All tow truck drivers must be proficient in unlocking locked vehicles with minimal damage, when so requested by CMPD.

Employee Uniforms

Each tow service operator shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the company name as well as the employee's name in a conspicuous place. The tow company name and driver's first name shall be easily visible at all times; protective or inclement weather outer garments must also meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation begins. No wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall be displayed by the tow drivers or on any part of the uniform. These dress standards are required in order to project a professional and positive image to the motoring public, of the tow company representing the City of Costa Mesa and the CMPD.

Drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) as required by section 1598 of the California Code of Regulations. Drivers shall further comply with all applicable requirements for warning garments set forth by the Occupational Safety and Health Administration (OSHA).

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

All tow trucks and their equipment shall be in good working condition. Once a tow truck has arrived at a scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) on the ground originating from the vehicles. Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene.

The tow service operator agrees to maintain all of its tow vehicles in compliance with all applicable provisions of the California Vehicle Code, including, but not limited to, sections 24605, 25253, 25300, 27700, and all Vehicle Code sections regarding smog equipment requirements, consistent with industry standards and practices. Said equipment requirements shall be maintained throughout the term of the agreement. The tow service operator also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition at all times, and that on all accident calls the tow service operator will clean up and remove all debris from the accident scene as required by CMPD.

The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.

The equipment and performance of each towing service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.

Each tow truck shall be equipped with:

- Two-way radio or "hands free" telephone, or other acceptable communications equipment. Citizen's Band Class D is not acceptable.
- Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. The second bucket shall be used for placement of debris and other materials cleaned from an incident site.
- One (1) broom.
- One (1) shovel.

All State and Federal EPA Guidelines shall be followed.

Control/Safety Labels - All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

All tow trucks under CMPD contract shall clearly display, in contrasting colors, the name of the tow company, address, telephone number and truck number.

Tow trucks shall not display the words "Official Police Tow" or words to that effect, without prior written approval from CMPD.

Classes of Tow Trucks

Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis gross vehicle weight rating (GVWR) and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

There will be four (4) classes of tow trucks covered under this Policy.

Class A - Light Duty:

The tow service operator shall maintain a minimum of five (5) trucks with a manufacturer's GVWR of 10,000 to 19,500 pounds with wheel lift capability, and may have a car carrier. Class A equipment must include a 4-ton recovery equipment rating and 100 feet of 3/8 inch 6x19 cable or original equipment manufacturer (OEM) specifications.

A towing company that has a car carrier may be exempted from the wheel lift capability requirements; however, the car carrier must be an additional unit. A Class A one vehicle car carrier must be equipped with 10,000 to 16,000 GVWR chassis. Class A one vehicle must be equipped with a 16,001 to 19,500 GVWR chassis. Both must be equipped with a 3/8 inch 6x19 cable or OEM specifications.

Class B - Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer's GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16 inch 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B car carrier must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8 inch 6x19 cable or OEM specifications.

Class C - Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25-ton recovery equipment rating, and 200 feet of 5/8 inch cable or OEM specifications.

Class D - Super Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 GVWR chassis, 30-ton recovery equipment rating, and 250 feet of 3/4 inch 6x19 cable or OEM specifications.

Inspections

Tow trucks - An annual inspection will be conducted to determine if the operator's tow vehicles comply with sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

1. This inspection may be done by commercial enforcement officers as directed by CMPD and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the CMPD Traffic Bureau for their files. Tow trucks found in violation of the Vehicle Code equipment sections shall be repaired, then inspected by CMPD before returning to service.

2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the CMPD rotation list without further notice until the deficiency or violation is corrected.

3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Costa Mesa to the inspected vehicle. Evidence of a valid CHP inspection and current sticker will also be acceptable.

4. Tow Facility - CMPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.

   - If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the express purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.

   - If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).

   - Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

The tow service operator must be familiar with all applicable DMV regulations and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement (AVA) Program, including lien sales, invoices and billing for each individual abated vehicle.

The tow service operator shall comply with California Vehicle Code section 10652 in reporting vehicles that have been stored for 30 days.

Towing service providers shall, when disposing of unclaimed vehicles, abide by all California Code sections pertaining thereto. Vehicles flagged by CMPD for destruction may not be sold by lien sale, but must be destroyed and a certificate of destruction must be provided to the CMPD.

After seventy-two (72) hours, the tow operator may bill the registered owner for lien sale charges, not to exceed the amount actually expended by operator. The operator shall not bill the City of Costa Mesa for such charges.

If hook-up or service has begun and is canceled by the vehicle owner/agent, or CMPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

The registered owner of any vehicle that spills a fluid requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.

Charges for "Evidence Hold" Vehicles

The initial towing fee shall be billed to the registered owner of the vehicle.

Storage for evidence hold shall commence only upon notification by an authorized CMPD officer.

All such vehicles shall be released from evidence as soon as practicable. CMPD will provide formal notification to the tow operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.

Whenever a vehicle is held for evidence, the contract tow service provider will contact the CMPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.

All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code sections 9800 through 9808, 22851 through 22856, and Civil Code sections 3067 through 3074.

The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.

FINANCIAL INTEREST

A. No tow service provider or applicant shall be directly involved in the towing related business of any other tow service provider or applicant within the City of Costa Mesa. Directly involved shall mean any of the following in common between tow service operators or applicants:

1. Business license
2. Insurance
3. Tow truck or equipment ownership
4. Employees

B. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the CMPD, as defined in the Police Tow Policy Guidelines.

C. No tow company may transfer or assign its agreement with the City without the express written consent of the City of Costa Mesa.

D. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.

ROTATION RULES

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in a rotational order. The rotational order shall be under the control of the City's Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Costa Mesa for tow rotation is based on alternation of each tow provider after a one-week period. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.

The tow service provider shall advise CMPD at the time of notification if they are either unable to respond or unable to meet the required response time. If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the towing company shall immediately notify the Telecommunications Division Dispatch Center.

There may be times when a tow company that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway or a vehicle is a hazard in the roadway and a CMPD officer requests their assistance in clearing the roadway. In such a case, the towing company may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.

A towing company shall not respond to a CMPD call assigned to another tow service unless requested to do so by the CMPD.

FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

The tow service operator shall tow any CMPD and/or other City vehicles (under 6,000 lbs.), disabled within the City of Costa Mesa limits, at the request of City staff, free of charge. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. Towing of any CMPD and/or other City vehicles outside the City of Costa Mesa limits shall be charged the tow mileage rate only.

In addition, the towing operator shall provide free tire changes, jump starts and assistance with lockouts for all City vehicles requiring assistance within the city limits.

Costa Mesa Fire Department Training Vehicles

Upon request from the Costa Mesa Fire Department, the tow service operator shall provide the Costa Mesa Fire Department with up to two unclaimed vehicles that are ready for demolition each month, for training purposes. Tow service operators shall make arrangements with the Costa Mesa Fire Department to drop-off and pick up vehicles from the Costa Mesa Fire Department training lot at 2300 Placentia Avenue, Costa Mesa, California 92627, at no charge to the City.

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to its contract with the City.

2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.

3. The tow service operator shall file required reports and notifications with the DMV in the manner required by law.

4. The tow service operator's record keeping system must allow the tow service operator to quickly and efficiently locate records and information.

5. All records for CMPD impounds and storage shall be maintained in jacket files, segregated from the files of other law enforcement agencies.

6. Reports submitted shall contain information concerning services provided under the contract only.

7. At the operator's primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.

8. The records of all vehicles impounded or stored at the direction of the City of Costa Mesa shall be available for inspection only to authorized employees or officials of the City of Costa Mesa.

9. CMPD may inspect all operator records without notice during normal business hours.

10. Operators shall permit the CMPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. CMPD shall provide a receipt for any original record removed from the place of business.

11. Records shall be maintained and available for inspection for four (4) years from the date that the current contract commences.

12. Failure of the operator to comply with inspection requirements shall be cause for suspension.

13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to CMPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:

- Name
- Residence address
- City
- Zip code
- Telephone numbers
- Date of birth
- Driver's license number
- Vehicle unit number
- Tow operator's permit number
- Date of permit
- Date of hire
- Date of current list
- Any other personnel information that may be requested by the Police Department

This information shall be supplied on a towing service personnel report form. This form must be signed and dated by a tow company representative. False and/or misleading information is cause for termination.

14. Each tow service provider shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the City of Costa Mesa.

15. A representative from the Traffic Safety Bureau may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with CMPD's list of towed vehicles.

16. Each tow service operator shall submit a report of released vehicles to the Traffic Safety Bureau upon request. The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Location of pick up
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle

17. Towing service providers shall submit a monthly report to the Traffic Safety Bureau, which shall include the following information:

- The total number of police impounds
- Number of times dispatched by CMPD
- Number of CMPD calls resulting in impounds
- Number of calls answered in which time beyond one (1) hour was required to handle

A copy of the monthly report shall also be provided to the Finance Department with remittance of administrative fees due on or before the 20th day of each calendar month.

18. Records shall be available to the City of Costa Mesa for inspection upon request and shall contain the following information for each vehicle:

- Date and time of tow
- Location of vehicle when hooked up
- Name of tow vehicle operator
- Name and identification number of police employee requesting the tow
- Storage facility name and address
- Physical location of vehicle, if stored

- Identification of vehicle, including:
- Year, make, model, vehicle identification number, license plate state and number, color(s)
- Release or other disposition information, including:
  - Date and time of release
  - Name, address and telephone number of person to whom released
  - Proof of identity provided
  - Name of employee releasing vehicle
  - Police report number
  - Fees charged

19. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principles.

20. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 12:00 AM and ends at 11:59 PM the same day. The list shall include the following information:

- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number

21. Each tow service operator shall submit this daily list of towed vehicles to CMPD's Traffic Safety Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Safety Bureau and the tow service operator.

COMPLAINTS

Complaints against tow service operators will be documented on a Costa Mesa Tow Complaint form. CMPD may send out customer surveys from time to time. Complaints will be received and investigated for allegations of, but not limited to:

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State laws
- Violations of City ordinances
- Deficient facility security
- Deficient facility storage conditions

- Failure to comply with City of Costa Mesa Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

Complaints will be assigned to the Chief of Police or his/her designee for investigation. Staff will endeavor to, within ten (10) business days, send a copy of the complaint and a letter requiring a response to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- Unfounded - Incident did not occur or did occur but was lawful and within Policy.

- Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.

- Sustained - Incident occurred and was either contrary to the Tow Policy, Towing Agreement, State laws, or City ordinances.

The tow service provider and complainant will then be notified of the disposition of the complaint in writing.

DISCIPLINARY ACTION

A. If a complaint is determined to be sustained, and the circumstances or prior records show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Chief of Police, or his/her designee, with a recommendation for disciplinary action.

B. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.

C. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.

D. The tow operator shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.

E. After consideration of the Chief of Police's recommendation and any timely written *submission of the tow operator, the City Manager shall issue a written determination of* whether he/she concurs with the decision to suspend or terminate a contract tow service provider's services. The towing company will be promptly notified in writing of the impending disciplinary action.

TERMINATION

The City of Costa Mesa may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of Costa Mesa may terminate this contract for cause five (5) days after written notice is given. The contract may be terminated for cause by the City of Costa Mesa upon the occurrence of any one or more of the following events:

1. Failure of the tow service provider to comply with any of the provisions of this Policy.
2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.
3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.
4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.
5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.
6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.
7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.
8. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason.
9. Dissolution of business or bankruptcy.
10. For assignment of its agreement with the City, or any right or interest stated therein, without the prior written consent of the City of Costa Mesa.

11. For any substantial or recurring deviation from the City of Costa Mesa's approved schedule of rates.

12. Failure of the contract tow service provider to maintain satisfactory service to the public or for failure to keep any towing vehicle in a safe condition and good repair.

13. Failure to comply with any requirement of the CMPD.