

Council Meeting
September 12, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

SUBJECT: Police - Contract to Van Lingen Towing to furnish vehicle towing and storage services on an as-needed basis. Expenditure: None

RECOMMENDATION

The Interim Chief of Police recommends that City Council award a contract to Van Lingen Body Shop Inc., doing business as Van Lingen Towing, to furnish vehicle towing and storage services to the Police Department on an as-needed basis, at no cost to the City. The recommended term of the agreement is three years, commencing September 16, 2006, with an option to extend the agreement for two additional years.

Funding

Not applicable. The City of Torrance incurs no specific costs for this contract. Services provided by the towing company are the responsibility of the vehicle owners.

BACKGROUND

In the normal course of business, the Police Department requires vehicle towing services at traffic collisions and arrest or crime scenes, and for the removal of certain illegally parked vehicles on public property. Some vehicles require special handling, as in the case of overturned vehicles, over-sized vehicles, or vehicles that must be recovered from difficult or uneven terrain.

The Police Department requires that certain vehicles impounded in the course of criminal investigations be kept secure after being towed, to provide for the preservation and collection of evidence, and to maintain the chain of custody over that evidence for later presentation in a court of law. The Police Department must also maintain a satisfactory business relationship with the company responsible for towing to ensure that professional quality service is provided to the public. Having a contract for vehicle towing and storage services provides a measure of assurance that the selected contractor is willing to make a commitment to the community to meet the public's needs as well as those of local law enforcement. The current towing agreement expires on September 15, 2006.

ANALYSIS

A Request for Proposal (RFP) was mailed to five prospective bidders that met the RFP business license requirements. On August 17, 2006, the City received one response. That response was submitted by the current contractor, Van Lingen Towing. The other vendors were contacted to find out why they didn't respond, and it was determined that they could not meet the City's requirements.

The response package submitted by Van Lingen Towing (Attachment A) was examined and evaluated by staff. It was found to represent satisfactory compliance with the specific requirements of the RFP. On August 22, 2006, Police Department staff conducted an on-site inspection of the proposer's facilities and equipment, and verified that the proposer meets or exceeds the requirements specified in the RFP. The term of the proposed Contract Services Agreement (Attachment B) is for a three-year period from September 16, 2006 through September 15, 2009.

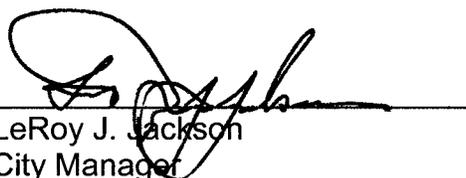
Respectfully submitted,

MICHAEL BROWNE
Interim Chief of Police

BY 
Captain David Smith
Services Bureau Commander

CONCUR:


INTERIM CHIEF
Michael Browne
Interim Chief of Police


LeRoy J. Jackson
City Manager

Attachments: A. Proposer's Response to RFP
B. Contract Services Agreement



Van Lingen Towing Inc.

Response to:

RFP No. 2006-33

V Van Lingen

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Component A



CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP No. B2006-33

Request for Proposal

**RFP to Furnish Vehicle Towing and Storage Services
for the City of Torrance Police Department on an "As Needed Basis"**

SECTION III Proposer's Response

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE YOUR Proposal.

In accordance with your "Request for Proposal", the following Proposal is submitted to the City of Torrance.

Proposal Submitted By:

VAN LINGEN TOWING, INC.

Name of Company

2755 LOMITA BLVD.

Address

TORRANCE, CA 90505

City/State/Zip Code

ROBERT G. VAN LINGEN - PRESIDENT

Printed Name/Title

PHONE 310 326 9220/ FAX 310 326 9973

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

59 _____ years

If less than three (3) years and your company was in business under a different name, what was that name?

NOT APPLICABLE

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

ROBERT G. VAN LINGEN

Name

PRSEIDENT

Title

PHONE 310 326 9220/ FAX 310 326 9973

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. <u> 1 </u>	Date Received: <u> 08/03/2006 </u>
Addendum No. <u> </u>	Date Received: <u> </u>
Addendum No. <u> </u>	Date Received: <u> </u>
Addendum No. <u> </u>	Date Received: <u> </u>

 1 No Addenda received regarding this RFP.

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods or services as requested in this RFP.

<u> PALOS VERDES ESTATES POLICE </u>	<u> 340 PV DR W, PVE CA 90274 </u>	<u> CAPT. KRONBERGER 310 378 4211 </u>
Name of Company/Agency	Address	Person to contact/Telephone No.
<u> EL CAMINO POLICE DEPARTMENT </u>	<u> 16007 CRENSHAW, TORRANCE CA 90506 </u>	<u> CHIEF D' AMICO 310 660 3100 </u>
Name of Company/Agency	Address	Person to contact/Telephone No.
<u> CALIFORNIA HIGHWAY PATROL </u>	<u> 19700 HAMILTON, TORRANCE CA 90502 </u>	<u> OFFICER HETRICK 310 516 3355 </u>
Name of Company/Agency	Address	Person to contact/Telephone No.

Identification:

If RFP is awarded to your company, who are the individuals that will require fingerprints and photographs?

ALL INDIVIDUALS ARE	CURRENTLY FINGERPRINTED	AND PHOTOGRAPHED AS PER
THE CURRENT CONTRACT	WITH THE CITY OF TORRANCE.	IN ADDITION, FULL BACKGROUND
CHECKS ARE COMPLETED AND	AVAILABLE FOR REVIEW ON	EACH EMPLOYEE.

Charges:**Storage Charges:**

+ _____ % of the rates established by the Los Angeles Police Commission. \$ _____

- 8.50 % of the rates established by the Los Angeles Police Commission. \$ _____

VARIOUS, LESS 8.50% OF
OPG RATE PER SECT.C., #
20 OF THE RFP

Towing Charges:

+ _____ % of the rates established by the Los Angeles Police Commission. \$ _____

- 8.25 % of the rates established by the Los Angeles Police Commission. \$ _____

VARIOUS, LESS 8.25% OF
OPG RATE PER SECT. C., #
20 OF THE RFP

Proposer must complete fill in the table below with a check mark to indicate that the item being proposed is exactly as specified or not. If Not, proposer must indicate any deviation from the specifications.

<p>SERVICES SECTION</p> <p>The proposal submitted is as per the RFP in its entirety.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>If No, list all deviations below:</p>	

Renewal Option:

We would agree to a fourth year with terms and conditions unchanged.

Yes No

We would agree to a fifth year with terms and conditions unchanged.

Yes No

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

ROBERT G. VAN LINGEN being first duly sworn, deposes and says:

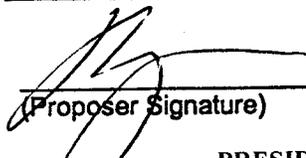
1. That he/she is the PRESIDENT of VAN LINGEN TOWING INC.
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a Proposal for

NO. B2006-33, FURNISH VEHICLE TOWING & STORAGE FOR THE CITY OF TORRANCE POLICE DEPARTMENT ;
(Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;
3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any RFP from any subcontractor or materialman through any RFP depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any RFP from any subcontractor or materialman, which is not processed through that RFP depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept RFPs from or through such RFP depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 16 day of AUG, 2006.



(Proposer Signature)
PRESIDENT

(Title)



Component B

VL Van Lingen

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP No. B2006-33

Request for Proposal

RFP to Furnish Vehicle Towing and Storage Services
for the City of Torrance Police Department on an "As Needed Basis"

RFP SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 P.M.

DATE: AUGUST 17, 2006

BID DEADLINE
2:00 P.M.
IN CITY CLERK'S OFFICE
ON BID OPENING DAY

The **ORIGINAL, PLUS TWO (2) COPIES** of the Proposer's Response (Section III of this document) must be submitted in a sealed envelope and marked with the RFP number and title

RFP RESPONSES MAY BE MAILED OR HAND DELIVERED. NO FAXED RFPSS WILL BE ACCEPTED. LATE RFPs WILL NOT BE ACCEPTED. RFPs will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)
- **Upon award of contract, proof of Insurance, as indicated in the terms and conditions of this RFP document, must be submitted to the City Clerk.**

Any questions regarding this Request for Proposal should be directed to:

Sally Howard
Purchasing Division
310-618-5820

or

Lt. Geoff Rizzo
Police Department
310-618-5724

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

Attachment A

RFP No. B2006-33

Request for Proposal**RFP to Furnish Vehicle Towing and Storage Services
for the City of Torrance Police Department on an "As Needed Basis"**

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed Proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, August 17, 2006, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the RFP opening. An original and two copies of each Proposal must be submitted in a sealed envelope and clearly marked: "RFP FOR VEHICLE TOWING AND STORAGE SERVICES FOR THE CITY OF TORRANCE POLICE DEPARTMENT ON AN "AS NEEDED BASIS", RFP No. B2006-33."

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the purchase agreement. The word "City" means the City of Torrance, California. The word "Proposer" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof.

The following meanings are attached to the following defined words when used in these specifications and purchase agreement. The word "purchase agreement", "contract", "purchase order", "blanket purchase order" means the contractual agreement between the vendor and the City of Torrance for the purchase of goods and/or services.

RFP Form:

The RFP response must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Vehicle Towing and Storage Services for the City of Torrance Police Department on an "as needed basis", RFP No. B2006-33 and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the Proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic Proposal will be considered.

Blank spaces in the Proposal form must be filled in, using ink, indelible pencil, or typewriter and the text of the RFP form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a RFP will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the RFP form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening RFPs. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the Proposal. Failure to attach any addendum may render the Proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all Proposals received, to take all Proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any Proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective Proposals received. The City reserves the right to reject any Proposal not accompanied with all data or information required.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a Proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the Proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the Proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any Proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of Proposals:

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with comparable Proposals, delivery, and cost.

The ability, capability, experience, performance record, facilities, skill of the Proposer to perform the contract in accordance with these specifications and previous and existing compliance by the Proposer with laws and ordinances relating to the contract will all be considered in the award of contract.

Errors and Omissions:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its Proposal. Full instruction will always be given when errors or omissions are discovered.

Permits and Licenses:

The Proposer must procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Proposer's Examination of Requirements:**Attachment A**

The Proposer is required to examine carefully, the streets of the City, the instructions, information and specifications of this RFP document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed, materials and vehicles to be furnished, and garage and storage facilities required by this RFP document. Submission of a Proposal will be considered prima facie evidence that the Proposer has made such examination.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance in the form attached (Attachment A). A copy of this notice inviting Proposals, and the Proposer's accepted Proposal will be attached to and become a part of the contract. All services supplied by the Vendor will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP No. B2006-33 ,

Request for Proposal

**RFP to Furnish Vehicle Towing and Storage Services
for the City of Torrance Police Department on an "As Needed Basis"**

SECTION II TECHNICAL REQUIREMENTS

A. INTRODUCTION:

- B. The following technical requirements describe vehicle towing and storage services for the City of Torrance Police Department on an "as needed basis." This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

C. GENERAL REQUIREMENTS:

1. Scope of Service:

The Proposer will perform the vehicle towing and storage services as directed by the City Manager or the Police Chief of the City of Torrance. Services as provided in these specifications must comply with all City and State laws and ordinances that regulate tow units and the impound, towing, storage, selling or junking of vehicles. Nothing contained in this RFP will deprive the owner or operator of a vehicle from requesting and receiving towing service from a person other than the Proposer.

In consideration of Proposer's agreement to perform such service, the City agrees that throughout the term of the agreement, the Proposer must have:

- a. The exclusive right to receive calls for towing from the City on a 24 hour a day basis, 7 days per week.
- b. The exclusive right to store cars impounded or otherwise stored at the direction of the City.
- c. The agreement is personal to the Proposer and so must not be assigned or transferred in whole or in part, interest in the agreement or subcontract all or any part of the services to be performed by the provisions of the agreement without the written prior approval of the City.
- d. The Proposer must at all times during the term of the agreement, maintain their business (both storage and towing service), within the City limits of Torrance and such location, must not be transferable without the written consent of the City Manager.

Proposer is required to obtain written approval from the Chief of Police **Attachment A** transfer of an impound vehicle (for long term storage) to a location outside the City.

- e. All officers and employees of the Proposer must be registered and fingerprinted by the Torrance Police Department prior to execution of the agreement.
- f. All tow truck operators engaged in performing their duties under the provisions of this contract will take direction in performing such duties from the senior City Police Officer at the scene.
- g. All tow truck operators must possess the proper State of California Driver's License required to operate the vehicle and equipment designated, and must have received sufficient training to operate without direct supervision.
- h. Tow truck operators will be required to wear an approved "mechanic style" uniform (ankle length trousers and button front shirt with collar). All uniforms must display the Proposer's company design/logo and the operator's name. Tow truck operators will be required to maintain acceptable standards of dress and cleanliness while in the field.

2. Contract Period:

The contract agreement to furnish vehicle towing and storage services for the City of Torrance will be for a period of three (3) years, and will commence on September 16, 2006 and be effective through September 15, 2009, subject to the provisions regarding termination and set forth in these specifications.

3. Exclusive Right:

The Proposer whom the award is made will have exclusive right to receive calls from the City to provide tow services and storage for:

- a. Vehicles which are involved in accidents, disabled or abandoned in public places or on private property, impounded for evidence there from, impeding the flow of traffic therein, etc.
- b. Any other vehicles located within the City which for any other reason are within the jurisdiction of the City; provided however, that when in the opinion of the City, the Proposer is unable for any reason to provide adequate tow service or storage, the City will have the right to have such duties performed by any other person or persons.
- c. Should the Proposer constitute an association of two or more separate or individual tow truck operators, operating as a partnership or joint venture for purposes of this agreement, only one telephone number may be used for all requests for towing service.
- d. As set forth in 12110 of the California Vehicle Code, no towing service may provide and no person or public entity may accept any direct or indirect commission, gift or any compensation whatsoever from a towing service in consideration or arranging or requesting the services of a tow car. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

4. Performance:

- a. The Proposer must perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.
- b. The Proposer must not engage in any exclusive referral for compensation ("capping") activities with any individual or company.
- c. During the tenure of this contract, the Proposer must agree to not engage in the practice of impounding vehicles through agreements with any private segment of the community. The Proposer may however, conduct business outside the City of Torrance, provided that the equipment used is not the equipment marked "Authorized Police Towing, City of Torrance".
- d. Any failure by the City, at any time, to enforce or require the strict performance of any of the terms, covenants or conditions, will not in any way impair the right of the City to avail itself of such remedies as it may have for any breaches of such terms, covenants or conditions.

5. Towing Equipment Requirements:

The Proposer must own or lease not less than five (5) tow trucks that will be based at Proposer's principal place or places of business and will be available to perform said towing. All minimum required tow trucks must be available for primary response to the City of Torrance.

- a. Such vehicles must be equipped as tow truck with bolt cutters and must be in compliance with the provisions of the California Vehicle Code, including but not limited to Sections 615, 24605, 24609, 25100, 25253, 25300, 25351, 27700 and 27907.
- b. Tow trucks must have an original manufacturer's standard rating of at least one ton, and be equipped with dual rear wheels and be clean in appearance.
- c. Proposer may have not less than one flat bed tow truck available for 24 hour response. The flat bed truck must be a minimum of one ton manufacturing GVW rating of 14,500 lbs.
- d. Proposer is required to have at least one 3 axle heavy duty tow truck with extendable recovery boom of at least 25 ton capacity.
- e. Such tow trucks must have a cable winch of sufficient size and capacity to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other inaccessible locations.
- f. Each tow truck must display the following words on each side of the vehicle in a readable and identifiable manner. "AUTHORIZED POLICE TOWING, CITY OF TORRANCE UNIT NO. _____", such lettering must be of block style print and must be in accordance with the requirements of the California Vehicle Code.
- g. The Proposer at the Proposer's expense must install and maintain at all times during the term of this agreement a direct ("hot line") telephone line between the Police Department and the Proposer's place of business.

- h. The Proposer at Proposer's expense may use Proposer's own radio to receive "police calls" concerning traffic accidents and other traffic accidents which may require police attention and tow service.
- i. The provisions of this agreement will apply when any service is performed by the Proposer as a result of the use of such method of communications.
- j. The Proposer at the Proposer's expense, must install and maintain at all times during the term of this agreement, all necessary equipment for radio transmission and reception contact with each tow truck and must comply with all FCC Regulations and Requirements.

6. Storage Service Requirements:

It will be the duty of the Proposer to provide impound and other storage service for all vehicles as directed by the City.

- a. The Proposer will be solely responsible for all vehicles stored or impounded on owner's premises pursuant to the provisions of these specifications, together with all accessories and equipment and all personal property.
- b. It will be the Proposer's duty to protect such stored vehicles, accessories, equipment and property against all loss or damage by fire, theft or other causes.
- c. Vehicles stored should be systematically spaced to provide easy access and spacing should be adequate to preclude the probability of damage.
- d. In the event of loss or damage to a stored vehicle, its accessories, or personal property contained therein, the Proposer must make reasonable restitution to owner of such property for all losses or damage for which the Proposer is legally liable.
- e. The Proposer has the responsibility of safeguarding all articles left in impounded vehicles.
- f. All property left in vehicles must be listed on the Vehicle Impound Inventory report by the Police Officer making the impound.
- g. Any article removed for any reason must be properly identified and accounted for.
- h. Personal property in vehicles stored by the Proposer must not be disposed of to defray any charges for towing or storage of the vehicle. If personal property stored within the vehicle is not recovered by the owner or legal representative, it must be disposed of in accordance with the California Civil Code requirements.

7. Storage Facilities:

All vehicles must be stored in a building or in an area(s) that is secure and enclosed by substantial masonry wall(s).

- a. The wall must be not less than six (6) feet in height and must have two or more strands of barbed wire installed in such a manner as to discourage access over the top of said wall.

- b. There must be one or more gates equipped with barbed wire and adequate security locks. Gates must be of adequate size and height.
- c. Any damage to said wall or fence must be repaired within twenty-four (24) hours to insure proper protection to stored vehicles.
- d. Storage facilities must be constructed prior to approval of contract and meet all building and fire codes.
- e. Storage facilities must be equipped with an entry alarm system approved by the Police Chief.
- f. No guard dogs or watch dogs may be stationed within the storage facilities, unless Proposer has obtained written approval from the Police Chief.
- g. The entire storage facility must be illuminated to such a degree that normal and reasonable visual observation of the area may be made during hours of darkness.
- h. The Proposer must provide all fire suppression apparatus, as required by the City of Torrance Fire Department, including, but not limited to, fire hydrants, stand pipes, fire extinguishers and water tanks.
- i. Storage facilities must be capable of holding a minimum of 100 vehicles exclusively for this contract. Facilities must provide for vehicles to be parked in such a manner so as to provide accessibility and to prevent further damage.
- j. The lot(s) must be located or constructed in such a way that all vehicles impounded must be either secured within a building or must be concealed from view of adjoining property when viewed from the street or ground level.

8. Inspection:

All real property and improvements, and all vehicle facilities, equipment and materials used by the Proposer in the performance of these specifications must be open to inspection by the Police Chief or his authorized representative, and will be subject to periodic checks.

9. Maintenance Of Facilities:

Throughout the term of this agreement, the Proposer must maintain in a neat and clean manner and in good condition, the property and improvements thereon, and all vehicles, facilities, equipment and materials required by the provisions of these specifications.

10. Special Facilities:

Proposer must maintain at Proposer's expense, a separate enclosed Crime Scene Investigation Building capable of holding at least four (4) vehicles being processed as evidence. This facility will be required to have a sole access door for the Police Department and the capability of maintaining legal requirements for chain of evidence procedures. The Police Chief or the Police Chief's designee will have sole access to such separate facility.

NOTE: VEHICLES IMPOUNDED OR HELD AS EVIDENCE WILL BE EXEMPT FROM STORAGE FEES ONLY WHILE BEING SO HELD BY THE POLICE DEPARTMENT

Attachment A

- a. The Proposer must protect said vehicles from dirt, moisture or other substances which may impair the lifting of fingerprints.
- b. Structures must conform to applicable building and fire codes.

11. Release Of Stored or Impound Vehicles:

- a. A vehicle impounded by order of the Police Department must have a written release from the Police Department which must be presented at the time of release of the vehicle.
- b. No repair work will be performed on any impounded vehicle.
- c. In the event the Police Department errs on impound notification, said vehicle must be released by Proposer without charge to the City or other persons over and above the charges that would have been levied if proper notification (three (3) calendar days) had been made. The owner of the vehicle will be responsible for any storage fees over and above the period of time deemed necessary for appropriate notification.
- d. Stored or Impounded vehicles may not be released to the owner or the owner's agent without the presentation of proper identification and a Police Department release form to the Proposer. The vehicle owner will have full responsibility for conducting business directly with the Proposer.

12. Liens And Disposals:

For all lien sales on vehicles ordered, removed, towed, stored or impounded by the Police Department, the tow company under contract to the City must pay the City \$72 for each impounded vehicle that is ultimately disposed of by lien sales.

13. Towing Service Duties:

It will be the duty of the Proposer when so directed by the City, to provide prompt tow services for vehicles taken into custody by the Police Department either because of an accident or disabled by other causes; or abandoned in public places or on private property; impounded for evidence; impeding the flow of traffic, or which for any other reason are within the jurisdiction of the City. In each instance, the Proposer must remove from the street all debris resulting from said accident and to clean immediate area of such street, leaving the area in a "broom clean" condition.

The Proposer will be required to obtain an "EPA" Generator License and have the ability to remove, store and properly dispose of vehicle spill fluids up to a maximum of thirty (30) gallons of absorbed materials per incident. This program is to be regulated by the Torrance Fire Department Hazardous Materials Team.

14. Response Time:

- a. After receipt of a request to respond, except as provided below, the response time for arrival will not exceed fifteen (15) minutes.

- b. The Proposer must record pertinent time and distance on each tow unit dispatched in a manner approved by the Torrance Police Department.
- c. The Proposer must notify the Police Communications Section when a tow unit cannot respond immediately and must give the reason and an estimated time of arrival.
- d. If the Proposer indicates that they are unable to respond within fifteen (15) minutes, and the estimated time of arrival is not satisfactory, the Police Department may elect to call another tow service.
- e. In the event the Proposer receives an additional call to remove a disabled vehicle that is interrupting traffic flow while Proposer is processing an earlier call, the Proposer must clear the vehicle specified in the earliest call sufficiently to restore normal and safe traffic movement, secure it from theft, damage or loss, and immediately proceed to the site specified in the additional call; or must cause a second tow truck to be dispatched to the second site.
- f. All disabled vehicles deposited or parked by the Proposer must be towed to storage at the earliest opportunity after Proposer has complied with the provisions for restoring traffic movement at all specified sites.

15. Hours:

- a. Proposer must have on duty at the place of business, or on call, at least one (1) employee who must be capable of providing any of the services required.
- b. The Proposer must provide service for towing, storage, and release of impound vehicles between the hours of 8:00 a.m. and 5:00 p.m., seven (7) days a week (not for mere removal of personal property from the vehicle).
- c. When, in the opinion of the Police Department, unusual or emergency circumstances warrant the release of an impounded vehicle or items from an impounded vehicle between the hours of 5:00 p.m. and 8:00 a.m., the Proposer must provide personnel for such emergency release or releases at no additional cost.
- d. Except as provided in this RFP, the Proposer must not display or use any signs, advertising material, or logos which indicates that the Garage is an official towing service or police garage of the City of Torrance, without having received prior written permission from the City Manager of the City of Torrance.
- e. The Proposer must not remove any abandoned vehicle without first being instructed to do so by an authorized officer.
- f. If the Proposer notes the vehicle to be towed was involved in any damage to City property, such as knockdown of a lighting standard, then notification to the Police Department as to location, nature of damage and identification of vehicle must be made prior to removal of the vehicle from the scene.

16. Observation of Laws:

- a. The Proposer must keep fully informed of, and comply with all existing state and federal laws, and all ordinances and regulations of the City of Torrance which in any

manner affect Proposer or those engaged or employed by the Proposer in performing the service to be rendered by the Proposer pursuant to this agreement.

- b. The Proposer must procure and obtain all permits and licenses, pay all charges and fees and give all notices required by City ordinance or other laws relating to the performance of services.

17. Ability To Perform:

Proposers must furnish evidence to the City that the Proposer has or can obtain no later than ten (10) working days past the due date of this RFP: (1) the towing equipment and storage yard and facilities reasonably necessary to perform the obligations set forth in these specifications and (2) title to or a lease on the land and improvements thereon reasonably necessary to perform the obligations set forth in these specifications.

18. Location Of Business:

Proposals will be accepted only from business licensed to do business in the City of Torrance during the past calendar year.

19. Identification:

No contract will be implemented unless, and until the Garage Owner has been fingerprinted and photographed by the Police Department of the City of Torrance. If the Proposer is a partnership or joint venture, all the general partners must be so fingerprinted and photographed. If the Proposer is a corporation, all the principal officers must be so fingerprinted and photographed. Fingerprints and photographs must be completed within ten (10) days after award of contract.

20. Charges:

- a. The City will not be liable to pay Proposer or anyone else, the charges for towing, storage, or other services required by these specifications, unless such services are performed on a vehicle owned, leased or operated by the City of Torrance. The City will not be liable to pay Proposer or anyone else, any charge or other fee for a call which does not result in a chargeable service being rendered by Proposer (a "dry run").
- b. Towing and storage charges must be indicated as a percentage deducted or added to the rates established by the Los Angeles Police Commission. For ease of payment in the field, tow rates must be rounded to the nearest dollar (i.e. if the Los Angeles Police Commission established rate for towing is \$86.00, and the Proposer proposes a 2% deduction, the rate would be \$84.28. This amount must be rounded to \$84.00. If the Proposer proposes a 3% deduction, the rate would be \$83.42 and must be rounded to \$83.00).
- c. The Proposer must make application to the Torrance City Council for an increase in rates based on a showing of need, however, the City reserves the right to reject any request for a rate increase if that request is considered excessive and will send out another RFP to contract this requirement in order to establish a fair market value for the service.
- d. Storage and towing charges will be made for the following categories:

- Passenger Cars
 - Trucks and Trailers up to and including 1 ton
 - Motorcycles
 - Trucks and Trailers over 1 ton
 - All other vehicles
- e. There will be no storage charge for any vehicle which is released within the first twenty-four (24) hour period.
- f. The towing charge will be for each tow truck per call:
- g. The towing charge must include services of the driver of the tow truck and any other required personnel.
- h. The towing charge must include cleaning up and clearing of the accident site.
- i. All rates and charges must be conspicuously posted in the office or other area viewable by the public and all customer bills must be itemized.
- j. The approved charges must apply on Saturdays, Sundays and holidays.

21. Disputes:

- a. In the event that any dispute may arise concerning any such charge made by the Proposer, the dispute will be decided by the City Manager of the City of Torrance or his authorized representative.
- b. Proposer must not make any demand on the vehicle owner or driver for a sum in excess of the amount so determined by this specification except those additional charges for services duly authorized in writing by the owner of the vehicle.
- c. This decision will be binding on all parties involved.

22. City Recovery Of Administrative Fees:

The Proposer must collect the City's reasonably borne administrative costs, on behalf of the City of Torrance, in the prescribed amount established by the City and referred to in Article "X" above. The Proposer must remit the collected fees on or before the 5th day of each calendar month. Payments must be made by check, payable to the City of Torrance. Payments must be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted.

23. Records:

- a. The Proposer must keep at his principal place of business, complete and accurate records of all vehicles towed, impounded, or stored at the request of the City and the amount of charges on each vehicle.
- b. The record system must be adequate to enable Proposer to locate and/or provide a written report of storage or tow by:
- Vehicle by incident number only.

- Vehicle by license number only.
 - Vehicle by the make, color, date or location of tow.
- c. All records required to be kept by the Proposer must be available for inspection at all reasonable times by representatives of the Police Department and the California Highway Patrol. Written reports may be required from time to time.

24. Record Forms:

- a. Records must consist of, but are not limited to, the following:
- Vehicle Impound Report (CHP 180) made available by the City of Torrance
 - Report of Notification of Impound
 - Torrance Impound Notification form (made available by the City of Torrance)
 - Copies of registered letters to vehicle owners
 - Inventory list of personal property in vehicle impounded and stored
- b. Charge sheets which list towing, labor and storage rate charges against each individual vehicle. Charge sheets must contain the owner's or owner's legal representative's signature, be of a design approved by the Police Department and be available for periodic data collection.
- c. The records listed above must be maintained by the date of impound or storage for a period of at least three (3) years.

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of September 16, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish vehicle towing and storage services for the City of Torrance Police Department on an "As Needed Basis".
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal to furnish vehicle towing and storage services for the Torrance Police Department on an "as needed basis", RFP No. **B2006-33** (the "RFP"); and
- C. CONTRACTOR has submitted a Proposal in response to the Request for Proposal. In its Proposal Response CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the RFP Response is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 5 below, this Agreement will continue in full force and effect for three years from the Effective Date. At the City's option the TERM of the Agreement may be extended for a period not to exceed two years under the same terms and conditions set forth in this Agreement.

3. ADDITIONAL SERVICES

The CITY has the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the CITY, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of 10 percent or less of the Agreement Sum, or in the time to perform of 180 days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by CONTRACTOR that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. CONTRACTOR acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than CONTRACTOR anticipates and that CONTRACTOR will not be entitled to additional compensation for the services set forth in the RFP.

4. TERMINATION OF AGREEMENT

A. Termination without Cause.

Either party may terminate this Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the CONTRACTOR must immediately cease all work or services except as may be specifically approved by the CITY. CONTRACTOR will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the non defaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of RFPs; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

The Police Chief is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVES**

The following principals of CONTRACTOR are designated as being the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

First Name Last Name

Title

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may 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 the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of CONTRACTOR, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by CONTRACTOR, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

16. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. **INSURANCE**

- A
- (1) Automobile Liability, including owned, non-owned and hired vehicles with at least \$1,000,000 in combined single limits per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors and vendors, and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
 - (3) Garage keepers Legal Liability with limits of at least \$200,000 per occurrence.
 - (4) On-Hook coverage of at least \$50,000 per vehicle.
- B. The CITY, the City Council, the CITY's officers and employees must be named as additional insureds under the automobile and general liability policies.
- C. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or RFP.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto
Mayor of the City of Torrance

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Ronald T. Pohl
Assistant City Attorney

Attachments: Exhibit A: RFP
 Exhibit B: RFP Response

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2006-33

Request for Proposal

RFP to Furnish Vehicle Towing and Storage Services
for the City of Torrance3 Police Department on an "As Needed Basis"

Addendum #1

The following changes are hereby incorporated into the subject RFP;

Add to Page 10, Paragraph #12 Liens and Disposals, please add the following:
"In calculating the fee to the City, the City will comply with Division 11 or the California Vehicle Code"

Please acknowledge receipt of this addendum in the "Addenda Received"
section (page 16) of your Proposer's Response

RFP SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, August 17, 2006

Any questions regarding this bid should be directed to:

Sally Howard
Purchasing Division
(310) 618-5820

Lt. Geoff Rizzo
Police Department
(310) 618-5724

By order of 
Sally Howard
Issued 08/03/2006

EXHIBIT A
REQUEST FOR Proposal

[To be attached]

EXHIBIT B

RFP RESPONSE

[To be attached]



Component C

VL Van Lingen



Appendix A

VL Van Lingen

Van Lingen Towing Qualifications

In response to Request for Proposal No. B2006-33 to Furnish Vehicle Towing and Storage Services for the City of Torrance Police Department on an "As Needed Basis" Van Lingen Towing Inc. submits the enclosed bid.

Van Lingen Towing is a family owned business with over fifty-eight years of Police impound service in the South Bay. We are the most progressive towing in company in the area, perhaps California. Government envoys have traveled from as far way as Istanbul, Turkey to observe our business practices and unique dedication to the Police Departments we serve. Van Lingen Towing understands that each contract is distinctive and we tailor our service to meet each Police Department's special needs.

Van Lingen currently has three towing and storage locations in the South Bay. Two of which are in the city of Torrance, One in the City of Inglewood. We currently have the ability to store 1500 vehicles and own 29 tow vehicles dedicated to Police towing service.

Van Lingen Towing created an evidence policy that is unparalleled in the towing industry. After the OJ Simpson case revealed flaws in the towing industries vehicle evidence procedures, we took a proactive stance and made a substantial investment to create secure evidence retention areas and an extensive evidence policy in all three of our facilities. Our vehicular evidence policy is nationally recognized as unique to our industry. As an example, the Secret Service asked for our assistance in designing and implementing a duplicate to our facility in Salt Lake City.

Beyond our special capabilities, Van Lingen Towing recognizes the importance of each individual customer we come in contact with; our trucks are always clean, our staff professionally uniformed, and employees are well trained. Van Lingen Towing has an historical response time average for all Police towing contracts of 8.5 minutes. These facts among others make Van Lingen Towing uniquely qualified to supply Police towing services to the City of Torrance.

Van Lingen Towing has decades of history in exceeding all expectations of the cities that we serve. Thank you for the opportunity to serve the City of Torrance.



Appendix B

VL Van Lingen

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

NAME Robert Van Lingen
STREET 20621 Earl Street
ADDRESS
CITY, STATE & ZIP CODE Torrance, CA 90503
TITLE ORDER NO ESCROW NO

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
2:21 PM APR 24 1995

FEE \$7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Gift from Mother to Son

DOCUMENTARY TRANSFER TAX \$
computed on full value of property conveyed, or
computed on full value less liens and encumbrances remaining at time of sale.
Signature of Declarant or Agent Determining Tax Firm Name

NOTIFICATION SENT-\$7

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, I (We), Inez Ethel Van Lingen (NAME OF GRANTOR(S))

grant to Robert George Van Lingen (NAME OF GRANTEE(S))

all that real property situated in the City of Torrance (or in an unincorporated area of) Los Angeles County, California described as follows (insert legal description):

The South 154 feet of the North 281 feet of Lot 32, Tract No. 3218, as per map recorded in Book 33, Page 48 of Maps, in the office of the county recorder of said County.

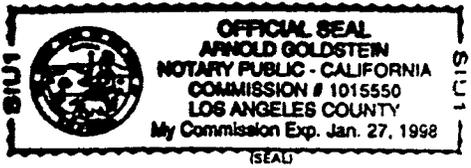
Assessor's parcel No.

Executed on February 9, 1995 at Torrance, California (CITY AND STATE)

STATE OF California COUNTY OF Los Angeles Inez Ethel Van Lingen Inez Ethel Van Lingen

On February 9, 1995 before me, Arnold Goldstein, Notary Public (NAME/TITLE, i.e., "JANE DOE, NOTARY PUBLIC") personally appeared Inez Ethel Van Lingen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

RIGHT THUMBPRINT (Optional) TOP OF THUMB HERE [Thumbprint]



WITNESS my hand and official seal. Arnold Goldstein (SIGNATURE OF NOTARY)

CAPACITY CLAIMED BY SIGNER(S)
[X] INDIVIDUAL(S)
[] CORPORATE OFFICER(S)
[] PARTNER(S)
[] ATTORNEY IN FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER

MAIL TAX STATEMENTS TO: Robert Van Lingen 20621 Earl St., Torrance, CA 90503

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Wolcotts makes no representation or warranty, express or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.

SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(ES))



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
ROBERT G. VAN LINGEN
20621 Earl Street
Torrance, CA 90503

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
3:01 PM JUN 03 1997

SURVEY, MONUMENT FEE \$10. CODE 9

Space Above This Line for Recorder's Use Only

A.P.N.: 7377-003-854, 405 Order No.: 7135259 X52

Escrow No.: 25198-IB

7377-003-854, 405

GRANT DEED

(18)

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$491.15

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area: City of Torrance, and

FEE \$13 0
3

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
WILSON-JCC, LLC, a California Limited Liability Company

hereby GRANT(S) to **ROBERT G. VAN LINGEN**, a married man as his sole and separate property ~~and separate property~~

the following described property in the City of **Torrance**, County of **Los Angeles** State of **California**;

That portion of Parcel 1 as shown on Parcel Map No. 3687, as per map filed in Book 45, page 97 of Parcel Maps, in the office of the County Recorder of Los Angeles County, more particularly described in Exhibit "A" attached hereto and made a part hereof.

SELLER'S SIGNATURE:

WILSON-JCC, LLC, a California Limited Liability Company BY: WILSNOW, LLC, a California Limited Liability Company, Member, BY: DON WILSON DEVELOPMENT, a California corporation, Manager

By: [Signature]
Don Wilson, Jr., President

BY: JCC HOMES, a California Limited Partnership, Member BY: JCC CAPITAL COMPANY, INC., a California Corporation, its Managing General Partner

By: [Signature]
Gregory L. Delgado, President

NOTARY ATTACHED HERETO AND MADE A PART HEREOF

7135259 X52



Appendix C

VL Van Lingen

EXPERIENCE OF DRIVERS/EMPLOYEE TRAINING
In Response to Section C. 1(g)

Van Lingen Towing utilizes a number of training courses to teach and update our employees on a continual basis. Proper training and a thorough knowledge of materials and equipment lead to a safe working environment, and when an accident does occur, Van Lingen Towing recognizes that knowing the right procedures and how to implement them can mean the difference between a mishap and disaster. Van Lingen uses three programs to insure competent and safe employees. We contract with Environmental Compliance & Remediation (ECR) for safety and regulatory training, Wreckmaster for towing and recovery training, and J.J. Keller for safe driving practices.

ECR provides Van Lingen Towing with the following training:

Worker's Safety

- Injury & Illness Prevention
- Fire & Emergency Response
- Hazard Communication
- Respiratory Protection
- Confined Space Safety
- Hearing Conservation Training
- Lockout/Tagout Training
- Machine Guarding Training
- Ergonomics Training

Site Assessment & Remediation

- HMBPs & HMMPs
- CalARP Reporting
- Phase I & Phase II Reports
- Job Hazard Analysis
- SPCC Plan Environmental Compliance
- Storm Water Pollution Prevention
- Hazardous Waste Generator Reports
- Title 5 Reporting
- Form R Reporting
- SB14 Compliance

EXPERIENCE OF DRIVERS/EMPLOYEE TRAINING

ECR Training Cont;

Auditing & Training

- Fall Protection
- Confined Space Entry
- Forklift Certification
- Hazardous Waste Management
- Blood borne Pathogens Exposure
- DOT Risk Management & Loss Control
- Claims Support Management
- Risk Analysis
- Abuse/Fraud Management

Air Quality Management

- Risk Management Air Sampling
- Environmental Air Flow Testing
- VOC Reporting

Wreckmaster provides the following training;

1st Level: Recovery, Moving, Towing Cars/Trucks, Up-righting and roll-overs, with or without wheels and how to incorporate predictability and efficiency.

2nd Level: Employees gain the information required to successfully move vehicles from soft surfaces such as muddy ditches and embankments with grades. Employees are taught in the classroom and experience hands-on training in the field by top instructors.

3rd Level: The employee moves on to the next platform with the moving or up-righting of exotic, unusual, or loaded recoveries including end rolls are learned both in theory and in hands on training.

J.J. Keller provides the following training;

- | | |
|------------------------|---------------------------|
| -Accident Procedures | -Extreme Weather Driving |
| -Air Brakes | -Fixed Object Collisions |
| -Backing Techniques | -Night Driving |
| -Coupling & Uncoupling | -Safety Issues |
| -Driving Techniques | -Speed & Space Management |
| Emergency Maneuvers | -Vehicle Inspections |



Appendix D

VL Van Lingen

EQUIPMENT REQUIREMENTS
In Response to Section C. 5

Van Lingen Towing currently has 29 tow vehicles dedicated to Police towing service at our disposal. All of our vehicles comply with the California Vehicle Code and equipment requirements as set by the California Highway Patrol on the Tow Truck Inspection Guide(CHP form 234B, pages 1-2) and page 7 “ Equipment Requirements” of the RFP. Attached is a listing of the tow vehicles and specialty equipment.

VAN LINGEN TOWING & B&H TOW
TORRANCE, CA 90505

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Attachment A
Page 1

Unit Information

Selection: Unit Type VAN LINGEN

Unit #: 9902

Description: Vulcan 808

General Information

Location: LOT 2	Date Activated: 4/30/2001	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-450	Default MPG: 0.00	Number of Seats: 2
Year: 2001	Own/Lease: O	
VIN #: 1FDXF46F91EA34003	Owner: GELCO CORP	

License Information

License Number: 6M98464
Base State: CA
Renewal Date: 4/30/2005

Odometer Information

Beginning: 0
Current: 71,062
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 550.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 0
Unladen: 15,000

Unit #: 9903

Description: Vulcan 808

General Information

Location: LOT 2	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-450	Default MPG: 0.00	Number of Seats: 3
Year: 2002	Own/Lease: O	
VIN #: 1FDXF46F42EB15296	Owner: FORD MTR CRDT	

License Information

License Number: 6W64048
Base State: CA
Renewal Date: 6/30/2007

Odometer Information

Beginning: 0
Current: 46,401
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 0
Unladen: 0

Unit #: 9904

Description: Low Boy Tractor

General Information

Location: LOT 2	Date Activated:	Purchase Price: 0.00
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(KUI73B)

VAN LINGEN TOWING & B&H TOW
TORRANCE, CA 90505

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Unit Information

Selection: Unit Type VAN LINGEN

Type: VAN LINGEN	Date Inactivated: /	PM Based On: Miles
Make: WHIT	Fuel Type: D	Number of Axles: 3
Model: TRACTOR	Default MPG: 0.00	Number of Seats: 2
Year: 1988	Own/Lease: O	
VIN #: 4V1WDBCG6JN606881	Owner: Van Lingen Towing	

License Information

License Number: 9C48841
Base State: CA
Renewal Date: 7/31/2006

Odometer Information

Beginning: 0
Current: 246,359
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped No
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 0
Unladen: 0

Unit #: 9905

Description: VULCAN 806

General Information

Location: LOT 1
Type: VAN LINGEN
Make: FORD
Model: F-550
Year: 2006
VIN #: 1FDAF56P16EC59057

Date Activated: 6/ 2/2006
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: L
Owner:

Purchase Price: 70,869.70
PM Based On: Miles
Number of Axles: 2
Number of Seats: 0

License Information

License Number:
Base State: CA
Renewal Date:

Odometer Information

Beginning: 120
Current: 1,266
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 1,200.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped No
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 17,950
Unladen: 0

Unit #: 9906

Description: Zack Lift Z30

General Information

Location: LOT 2
Type: VAN LINGEN
Make: INTL
Model: 2 AXLE
Year: 1987
VIN #: 1HSZDHRNOGHA42442

Date Activated:
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: O
Owner:

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

VAN LINGEN TOWING & B&H TOW
TORRANCE, CA 90505

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Unit Information

Selection: Unit Type VAN LINGEN

License Information	Odometer Information	Fixed Yearly Costs
License Number: 4R44700	Beginning: 0	Depreciation: 0.00
Base State: CA	Current: 393,039	License Fees: 0.00
Renewal Date: 12/31/2006	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00

Equipped with	Weights (in lbs.):
Lift Axle Equipped Yes	Combined Gross: 0
2-Axle Truck Pulls Trailer No	Gross: 0
2-Axle Truck With 5th Wheel No	Unladen: 0

Unit #: 9908
Description: Vulcan 808

General Information		
Location: LOT 2	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-450	Default MPG: 0.00	Number of Seats: 1
Year: 2002	Own/Lease: O	
VIN #: 1FDXF46FX2EB15254	Owner: FORD MTR CRDT	

License Information	Odometer Information	Fixed Yearly Costs
License Number: 6W64047	Beginning: 0	Depreciation: 0.00
Base State: CA	Current: 35,963	License Fees: 743.00
Renewal Date: 6/30/2007	Replacement Offset: 65,000	Insurance: 0.00
	Replacement Date:	Other: 0.00

Equipped with	Weights (in lbs.):
Lift Axle Equipped Yes	Combined Gross: 0
2-Axle Truck Pulls Trailer No	Gross: 15,000
2-Axle Truck With 5th Wheel No	Unladen: 20,000

Unit #: 9910
Description: Challenger 50 Ton

General Information		
Location: LOT 2	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: PTRB	Fuel Type: D	Number of Axles: 3
Model: 3 AXLE	Default MPG: 0.00	Number of Seats: 2
Year: 1987	Own/Lease: O	
VIN #: 1XP9LB9X8HD211489	Owner:	

License Information	Odometer Information	Fixed Yearly Costs
License Number: 99TEN	Beginning: 0	Depreciation: 0.00
Base State: CA	Current: 14,296	License Fees: 1,451.00
Renewal Date: 5/31/2007	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00

(KUI73B)

Unit Information

Selection: Unit Type VAN LINGEN

<i>Equipped with</i>				<i>Weights (in lbs.):</i>	
Lift Axle Equipped	Yes	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped	Yes	Gross:	0
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	0

Unit #: 9911
Description: 2 Car Carrier**General Information**

Location: LOT 1	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: CHEV	Fuel Type: D	Number of Axles: 2
Model: TOP KICK	Default MPG: 0.00	Number of Seats: 3
Year: 1995	Own/Lease:	
VIN #: 1GBK7H1J4SJ106270	Owner:	

License InformationLicense Number: 4Z58323
Base State: CA
Renewal Date: 1/31/2007**Odometer Information**Beginning: 0
Current: 128,292
Replacement Offset: 0
Replacement Date:**Fixed Yearly Costs**Depreciation: 0.00
License Fees: 689.00
Insurance: 0.00
Other: 0.00**Equipped with**

<i>Equipped with</i>				<i>Weights (in lbs.):</i>	
Lift Axle Equipped	Yes	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped	Yes	Gross:	0
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	0

Unit #: 9913
Description: Vulcan 808**General Information**

Location: LOT 2	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-450	Default MPG: 0.00	Number of Seats: 3
Year: 1999	Own/Lease: O	
VIN #: 1FDXF46F0XEA13758	Owner: Liberty Capital Resources	

License InformationLicense Number: 5T65607
Base State: CA
Renewal Date: 6/30/2007**Odometer Information**Beginning: 0
Current: 100,781
Replacement Offset: 0
Replacement Date:**Fixed Yearly Costs**Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00**Equipped with**

<i>Equipped with</i>				<i>Weights (in lbs.):</i>	
Lift Axle Equipped	Yes	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped	Yes	Gross:	0
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	0

Unit Information

Selection: Unit Type VAN LINGEN

Unit #: 9914
Description: Vulcan 808

General Information

Location: LOT 1	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-450	Default MPG: 0.00	Number of Seats: 3
Year: 1996	Own/Lease: O	
VIN #: 1FDLF470TEA34584	Owner:	

License Information

License Number: 5G14205
Base State: CA
Renewal Date: 5/31/2007

Odometer Information

Beginning: 0
Current: 124,740
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 568.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 0
Unladen: 0

Unit #: 9915
Description: Vulcan V50

General Information

Location: LOT 2	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FRHT	Fuel Type: D	Number of Axles: 3
Model: 3 AXLE	Default MPG: 0.00	Number of Seats: 2
Year: 2000	Own/Lease: L	
VIN #: 1FVXZCXB4YHF72447	Owner: GELCO	

License Information

License Number: 6A19795
Base State: CA
Renewal Date: 12/31/2004

Odometer Information

Beginning: 0
Current: 112,663
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 52,000
Unladen: 0

Unit #: 9916
Description: Vulcan 808

General Information

Location: LOT 1	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles

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Unit Information

Selection: Unit Type VAN LINGEN

Make: FORD	Fuel Type: <input checked="" type="checkbox"/>	Number of Axles: 2
Model: F-450	Default MPG: 0.00	Number of Seats: 3
Year: 2001	Own/Lease: <input type="checkbox"/>	
VIN #: 1FDXF46F41EA34040	Owner: Gen Electric Capitol Corp	

License Information

License Number: 6K06775
Base State: CA
Renewal Date: 3/31/2006

Odometer Information

Beginning: 0
Current: 55,636
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

• Combined Gross: 0
Gross: 0
Unladen: 0

Unit #: 9917

Description: Vulcan 808

General Information

Location: LOT 2
Type: VAN LINGEN
Make: FORD
Model: F-450
Year: 1999
VIN #: 1FDXF46F8XED55734

Date Activated:
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease:
Owner: ASSOCD COMRCL CORP

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 3

License Information

License Number: 5Z59881
Base State: CA
Renewal Date: 4/30/2007

Odometer Information

Beginning: 0
Current: 91,843
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 0
Gross: 0
Unladen: 0

Unit #: 9918

Description: Vulcan 2 Car Carrier

General Information

Location: LOT 2
Type: VAN LINGEN
Make: FORD
Model: F-650
Year: 2004
VIN #: 3FRNF65N04V668974

Date Activated: 12/24/2003
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease:
Owner:

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

License Information

Odometer Information

Fixed Yearly Costs

(KUI73B)

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TORRANCE, CA 90505

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Unit Information

Selection: Unit Type VAN LINGEN

License Number: 7H01775	Beginning: 0	Depreciation: 0.00
Base State: CA	Current: 40,534	License Fees: 992.00
Renewal Date: 12/31/2006	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00

Equipped with

Lift Axle Equipped	No
2-Axle Truck Pulls Trailer	Yes
2-Axle Truck With 5th Wheel	No

Intra State Unit	No
Reefer/PTO Equipped	Yes
Unit Hauling Logs	No

Weights (in lbs.):

Combined Gross:	0
Gross:	0
Unladen:	26,000

Unit #: 9919

Description: Vulcan 2 Car Carrier

General Information

Location: LOT 2
Type: VAN LINGEN
Make: FORD
Model: F-650
Year: 2004
VIN #: 3FRNF65N94V668973

Date Activated: 12/24/2003
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease:
Owner:

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

License Information

License Number: 7H01774
Base State:
Renewal Date: 12/31/2006

Odometer Information

Beginning: 0
Current: 36,485
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped	No
2-Axle Truck Pulls Trailer	Yes
2-Axle Truck With 5th Wheel	No

Intra State Unit	No
Reefer/PTO Equipped	Yes
Unit Hauling Logs	No

Weights (in lbs.):

Combined Gross:	0
Gross:	0
Unladen:	0

Unit #: 9920

Description: Vulcan 2 Car Carrier

General Information

Location: LOT 2
Type: VAN LINGEN
Make: FORD
Model: F-650
Year: 2004
VIN #: 3FRNF65974V668972

Date Activated: 12/24/2003
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease:
Owner:

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

License Information

License Number: 7H01776
Base State:
Renewal Date: 12/31/2006

Odometer Information

Beginning: 0
Current: 45,751
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Weights (in lbs.):

(KUI73B)

VAN LINGEN TOWING & B&H TOW
TORRANCE, CA 90505

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Unit Information

Selection: Unit Type VAN LINGEN

Lift Axle Equipped	No	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	Yes	Reefer/PTO Equipped	Yes	Gross:	0
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	0

Unit #: 9921

Description: Vulcan 2 Car Carrier

General Information

Location: LOT 2	Date Activated: 1/6/2006	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-650	Default MPG: 0.00	Number of Seats: 2
Year: 2006	Own/Lease:	Owner:
VIN #: 3FRWF66R66V328561		

License Information

License Number: 8C16306
Base State: CA
Renewal Date: 5/31/2007

Odometer Information

Beginning: 1,000
Current: 3,202
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped	No	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped	No	Gross:	26,000
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	0

Unit #: 9942

Description: Trail king low boy

General Information

Location: LOT 2	Date Activated:	Purchase Price: 0.00
Type: VAN LINGEN	Date Inactivated:	PM Based On: Miles
Make: TRLK	Fuel Type: D	Number of Axles: 2
Model: LOW BOY	Default MPG: 0.00	Number of Seats: 0
Year: 1990	Own/Lease:	Owner:
VIN #: 1TKS04826LM087172		

License Information

License Number: 4DN7628
Base State: CA
Renewal Date:

Odometer Information

Beginning: 0
Current: 0
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped	No	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped	No	Gross:	0
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	0

Unit #: CHAMP

(KUI73B)

Unit Information

Selection: Unit Type B & H

Unit #: 301
Description: Flat Bed**General Information**Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FRHT
Model: FL60
Year: 1997
VIN #: 1FV3GFAC5VH778182Date Activated: 1/ 1/1997
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: O
Owner: B&H INGLEWOOD TOW INCPurchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2**License Information**License Number: 5K86694
Base State: CA
Renewal Date: 1/31/2007**Odometer Information**Beginning: 68,117
Current: 122,118
Replacement Offset: 0
Replacement Date:**Fixed Yearly Costs**Depreciation: 0.00
License Fees: 692.00
Insurance: 0.00
Other: 0.00**Equipped with**Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel NoIntra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No**Weights (in lbs.):**Combined Gross: 23,500
Gross: 0
Unladen: 0**Unit #:** 302
Description: Flat Bed**General Information**Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FRHT
Model: FL60
Year: 1999
VIN #: 1FV36FAC8XHB30003Date Activated: 1/29/1999
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: O
Owner: B&H INGLEWOOD TOW INC.Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2**License Information**License Number: 6A34496
Base State: CA
Renewal Date: 6/25/2006**Odometer Information**Beginning: 29,631
Current: 66,187
Replacement Offset: 0
Replacement Date:**Fixed Yearly Costs**Depreciation: 0.00
License Fees: 0.00
Insurance: 0.00
Other: 0.00**Equipped with**Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel NoIntra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No**Weights (in lbs.):**Combined Gross: 25,000
Gross: 0
Unladen: 0**Unit #:** 303
Description: Flat Bed**General Information**

Location: 1149 S. LA BREA AVE.

Date Activated: 1/29/1999

Purchase Price: 0.00

VAN LINGEN TOWING & B&H TOW
TORRANCE, CA 90505

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Unit Information

Selection: Unit Type B & H

Type: B & H	Date Inactivated: /	PM Based On: Miles
Make: FRHT	Fuel Type: D	Number of Axles: 2
Model: FL60	Default MPG: 0.00	Number of Seats: 2
Year: 1999	Own/Lease: O	
VIN #: 1FV3GFACXXHB30004	Owner: B&H INGLEWOOD TOW INC.	

License Information

License Number: 5Y70680
Base State: CA
Renewal Date: 6/30/2007

Odometer Information

Beginning: 27,308
Current: 69,893
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 807.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped No
2-Axle Truck Pulls Trailer Yes
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 25,000
Gross: 0
Unladen: 0

Unit #: 304

Description: Flat Bed

General Information

Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FRHT
Model: FL60
Year: 1999
VIN #: 1FV3GFAC6XHB30002

Date Activated: 1/29/1999
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: O
Owner: B&H INGLEWOOD TOW INC.

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

License Information

License Number: 6A34497
Base State: CA
Renewal Date: 5/31/2006

Odometer Information

Beginning: 32,336
Current: 74,304
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 770.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped No
2-Axle Truck Pulls Trailer Yes
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 25,000
Gross: 0
Unladen: 0

Unit #: 305

Description: Crane

General Information

Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FORD
Model: F-750
Year: 2004
VIN #: 3FRXF75X34V696820

Date Activated:
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease:
Owner:

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

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TORRANCE, CA 90505

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Unit Information

Selection: Unit Type B & H

License Information	Odometer Information	Fixed Yearly Costs
License Number: 7L59400	Beginning: 3,296	Depreciation: 0.00
Base State: CA	Current: 15,898	License Fees: 1,576.00
Renewal Date: 7/31/2007	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00

Equipped with	Intra State Unit	Reefer/PTO Equipped	Unit Hauling Logs	Weights (in lbs.):
Lift Axle Equipped Yes	No	Yes	No	Combined Gross: 33,000
2-Axle Truck Pulls Trailer Yes				Gross: 0
2-Axle Truck With 5th Wheel No				Unladen: 35,000

Unit #: 306

Description: 2 Car Carrier

General Information

Location: 1149 S. LA BREA AVE.	Date Activated:	Purchase Price: 0.00
Type: B & H	Date Inactivated:	PM Based On: Miles
Make: FRHT	Fuel Type: D	Number of Axles: 2
Model: FL60	Default MPG: 0.00	Number of Seats: 2
Year: 2000	Own/Lease:	
VIN #: 1FV3GFAC0YHB79407	Owner: ASSOC COMRCL CORP	

License Information	Odometer Information	Fixed Yearly Costs
License Number: 5Z60011	Beginning: 0	Depreciation: 0.00
Base State: CA	Current: 1,997	License Fees: 0.00
Renewal Date: 5/31/2006	Replacement Offset: 10	Insurance: 0.00
	Replacement Date: 2/ 8/2006	Other: 0.00

Equipped with	Intra State Unit	Reefer/PTO Equipped	Unit Hauling Logs	Weights (in lbs.):
Lift Axle Equipped Yes	No	Yes	No	Combined Gross: 0
2-Axle Truck Pulls Trailer No				Gross: 25,000
2-Axle Truck With 5th Wheel No				Unladen: 0

Unit #: 312

Description: Service Truck

General Information

Location: 1149 S. LA BREA AVE.	Date Activated: 10/16/2004	Purchase Price: 0.00
Type: B & H	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: G	Number of Axles: 2
Model: F-150	Default MPG: 0.00	Number of Seats: 2
Year: 2004	Own/Lease: O	
VIN #: 1FTPX125B4FA31542	Owner: Van Lingen	

License Information	Odometer Information	Fixed Yearly Costs
License Number: 7M74250	Beginning: 10	Depreciation: 0.00
Base State: CA	Current: 20,865	License Fees: 375.00
Renewal Date: 10/31/2006	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00

(KUI73B)

Unit Information

Selection: Unit Type B & H

Equipped with				Weights (in lbs.):	
Lift Axle Equipped	No	Intra State Unit	No	Combined Gross:	0
2-Axle Truck Pulls Trailer	Yes	Reefer/PTO Equipped	No	Gross:	0
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs	No	Unladen:	5,032

Unit #: 315

Description: Wheel Lift

General Information

Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FORD
Model: SUPER DUTY
Year: 1993
VIN #: 2FDLF47G1PCA22092

Date Activated: 3/31/1993
Date Inactivated:
Fuel Type: G
Default MPG: 0.00
Own/Lease: O
Owner: B&H INGLEWOOD TOW INC.

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

License Information

License Number: 4S98725
Base State: CA
Renewal Date: 3/31/2007

Odometer Information

Beginning: 63,650
Current: 87,973
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 444.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 15,000
Gross: 0
Unladen: 0

Unit #: 318

Description: Wheel Lift

General Information

Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FRHT
Model: FL60
Year: 1997
VIN #: 1FV3GFAC7VH778183

Date Activated: 1/31/1997
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: O
Owner: B&H INGLEWOOD TOW INC.

Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 2

License Information

License Number: 3K86695
Base State: CA
Renewal Date: 1/31/2007

Odometer Information

Beginning: 34,305
Current: 52,294
Replacement Offset: 0
Replacement Date:

Fixed Yearly Costs

Depreciation: 0.00
License Fees: 1,408.00
Insurance: 0.00
Other: 0.00

Equipped with

Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel No

Intra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No

Weights (in lbs.):

Combined Gross: 23,000
Gross: 0
Unladen: 0

Unit Information

Selection: Unit Type B & H

Unit #: 319
Description: Wheel Lift**General Information**Location: 1149 S. LA BREA AVE.
Type: B & H
Make: FORD
Model: F-450
Year: 2004
VIN #: 1FDXF46PX4EB99166Date Activated: 5/20/2004
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: L
Owner:Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 2
Number of Seats: 1**License Information**License Number:
Base State: CA
Renewal Date: 6/30/2007**Odometer Information**Beginning: 588
Current: 11,808
Replacement Offset: 0
Replacement Date:**Fixed Yearly Costs**Depreciation: 0.00
License Fees: 756.00
Insurance: 0.00
Other: 0.00**Equipped with**Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer Yes
2-Axle Truck With 5th Wheel NoIntra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No**Weights (in lbs.):**Combined Gross: 0
Gross: 0
Unladen: 15,000Unit #: 324
Description: Century 30-50**General Information**Location: 1149 S. LA BREA AVE.
Type: B & H
Make: PTRB
Model: 359
Year: 1986
VIN #: 1XP9L29X76P202845Date Activated: 7/31/1999
Date Inactivated:
Fuel Type: D
Default MPG: 0.00
Own/Lease: O
Owner: B&H INGLEWOOD TOW INC.Purchase Price: 0.00
PM Based On: Miles
Number of Axles: 3
Number of Seats: 2**License Information**License Number: 4V61115
Base State: CA
Renewal Date: 7/31/2007**Odometer Information**Beginning: 148,670
Current: 172,500
Replacement Offset: 0
Replacement Date:**Fixed Yearly Costs**Depreciation: 0.00
License Fees: 1,408.00
Insurance: 0.00
Other: 0.00**Equipped with**Lift Axle Equipped Yes
2-Axle Truck Pulls Trailer No
2-Axle Truck With 5th Wheel NoIntra State Unit No
Reefer/PTO Equipped Yes
Unit Hauling Logs No**Weights (in lbs.):**Combined Gross: 52,500
Gross: 0
Unladen: 0Unit #: 350
Description: Fork Lift**General Information**Location: 1149 S. LA BREA AVE.
Type: B & HDate Activated:
Date Inactivated:Purchase Price: 0.00
PM Based On: Miles

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TORRANCE, CA 90505

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Unit Information

Selection: Unit Type B & H

Make: HYST	Fuel Type: L	Number of Axles: 0
Model:	Default MPG: 0.00	Number of Seats: 0
Year:	Own/Lease:	
VIN #:	Owner:	
License Information		
License Number:	Beginning: 0	Depreciation: 0.00
Base State:	Current: 0	License Fees: 0.00
Renewal Date:	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00
Equipped with		
Lift Axle Equipped	No	Intra State Unit
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs
		Weights (in lbs.):
		Combined Gross: 0
		Gross: 0
		Unladen: 0

Unit #: 351
Description: Fork Lift

General Information		
Location: 1149 S. LA BREA AVE.	Date Activated: 1/ 3/2003	Purchase Price: 0.00
Type: B & H	Date Inactivated:	PM Based On: Miles
Make: KOMA	Fuel Type: L	Number of Axles: 2
Model: FG-30HT-12	Default MPG: 0.00	Number of Seats: 1
Year: 2003	Own/Lease:	
VIN #: 561724AE	Owner: B & H TOW	
License Information		
License Number:	Beginning: 0	Depreciation: 0.00
Base State:	Current: 3,432	License Fees: 0.00
Renewal Date:	Replacement Offset: 0	Insurance: 0.00
	Replacement Date:	Other: 0.00
Equipped with		
Lift Axle Equipped	Yes	Intra State Unit
2-Axle Truck Pulls Trailer	No	Reefer/PTO Equipped
2-Axle Truck With 5th Wheel	No	Unit Hauling Logs
		Weights (in lbs.):
		Combined Gross: 0
		Gross: 9,600
		Unladen: 0

Unit #: 1234
Description: 4 Car Carrier

General Information		
Location: 1149 S. LA BREA AVE.	Date Activated: 11/ 2/2002	Purchase Price: 0.00
Type: B & H	Date Inactivated:	PM Based On: Miles
Make: FORD	Fuel Type: D	Number of Axles: 2
Model: F-750	Default MPG: 0.00	Number of Seats: 2
Year: 2003	Own/Lease: O	
VIN #: 3FDXF75773MB05613	Owner: ROBERT VAN LINGEN	
License Information		
	Odometer Information	Fixed Yearly Costs

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Appendix E

VL Van Lingen

Facility Security Features

In Response to Sections C. 6,7 & 10

All three of Van Lingen's storage facilities possess the following features;

Separate building and impound yard alarm systems;

- Remote monitoring allows normal business operations upon evidence lock- down.

Evidence retention recording and monitoring;

- 18 Evidence processing bays
- Redundant separate additional systems
- Controlled by police personnel
- Becomes part of evidence package
- Retained by Police agency

Sentex Entry Access System;

- Computer controlled management system
- Provides controlled access to Evidence Retention Building
 - Access granted through user defined access codes
- Provides permanent record of entry and access to evidence
- Automatic event monitoring
- Automatic digital video record created

Facility Security Features

Van Lingen Towing's cutting edge Digital Video Recording systems have the following components to ensure maximum security of all stored vehicles;

- Built-in multiplex function
- Rotation between channels with activity for more effective monitoring on live view
- Recording in variable frame rate per camera
- Automatic overwrite when storage unit is full- 12 Months of archived data.
- Overlap recording to increase frame speed when activity is detected
- Event recording to eliminate unnecessary data
- Post event recording to ensure full activity capture
- Pre-alarm recording to capture images prior to activity detection
- Simultaneous recording of all channels
- Continuous automatic operation w/o manual intervention
- High resolution digital recording for clear and crisp image
- Instantaneous data retrieval by date, time, and channel
- Simultaneous playback of all channels
- Video map for quick overview of when and where activity was recorded
- Search image zoom/enlarge and reduce size
- Remote PTZ camera control with built-in protocols
- Digital output to alert activity detection
- View live and recorded images from remote location
- Watermarking
- Three level passwords to distinguish accessibility



Appendix F

VL Van Lingen

LIEN SALE PROCEDURES
In Response to Sections C. 12 & 16

General Conditions:

The lien process starts after the vehicle has been in our possession for at least three business days in accordance with California civil codes 3071, 3072, and 3074. Van Lingen Towing utilizes Clear Choice Lien service as an outside consultant to assist throughout the lien process. All lien sales are conducted pursuant to all applicable California Civil and Vehicle codes which include but not limited to CA Civil codes, 3061.1, 3068.2, 3071, 3072, 3074 and CA Vehicle codes, 22851, 10652.5, 22670, 24007.5. Our lien sales are conducted on a weekly basis every Tuesday(except holidays) at 1000hrs. The inspection period starts at 0830hrs.

The vehicle is available for inspection at our Lomita Blvd facility which is easily accessible to the public for at least one hour before the sale and is at the place of sale at the time and date specified on the notice of sale. Sealed bids are not accepted. If Van Lingen sells the vehicle for more than we are owed, Van Lingen remits any excess monies received to the Department of Motor Vehicles, Lien Sale Section, 2415 1st Ave., Sacramento, CA 95818 for deposit into the Motor Vehicle Account, State Transportation Fund. Excess funds are remitted with a complete copy of the Certificate of Lien Sale less city administrative and parking violation fees for impounding agency.

The license plates are removed and destroyed at the time of the sale, and Van Lingen submits to DMV within five days of the sale a Notice of Transfer and Release of Liability (REG 138).

LIEN SALE PROCEDURES

Specific conditions for vehicles valued at less than \$4,000:

At least 31 days, but no more than 41 days before the sale date (not counting the day the notice is mailed), Van Lingen sends a Notice of Pending Lien Sale for Vehicles Valued \$4,000 or Less (REG 668) by certified mail (return receipt requested) to all of the following:

- Registered owner(s)
- Legal owner(s)
- Any known interested parties
- To DMV by certified mail only

The vehicle's lien sale paperwork, the vehicle and its contents are available immediately after sale to the purchaser.

Specific conditions for vehicles valued at more than \$4,000:

Twenty days before the sale date, Van Lingen provides by certified mail (return receipt requested) a Notice of Pending Lien Sale (REG 280) to each of the following:

- Legal owner, if any
- Registered owner
- Any interested parties
- DMV, Lien Sale Unit, P.O. Box 932317, Sacramento, CA 94232-3170.

At least five days, but not more than 20 days before the sale (not counting the sale date), Van Lingen gives notice of the sale by advertising the sale for one day in an acceptable newspaper of general circulation. In addition, a list of vehicles to be auctioned is posted in the public areas of each of our facilities, as well as on our webpage. (www.vanlingen.com)

All notices specify the make, year model, vehicle identification number, license number, and state of registration, if available. For motorcycles, the engine number is also specified. The specific date, exact time, and place of sale are also included.

LIEN SALE PROCEDURES

After the sale, a redemption period of 10 days (not counting the date of sale) is allowed before the purchaser can take possession of the vehicle and all contents therein and apply for transfer of ownership.

Van Lingen keeps the vehicle for a 10-day redemption period. After this redemption period, Van Lingen gives the buyer:

- A Certification of Lien Sale (REG 168) completed and signed by Van Lingen.
- A copy of the authorization letter from DMV to conduct the sale (REG 338).
- Postal receipts for the notices Van Lingen sent.

On auction day:

On auction day, we hold a public auction with sale to the highest bidder. We allow viewing 1 ½ hours prior to sale (law requires 1 hour). To prevent theft, prior to any public viewing, all loose items in each vehicle are removed and placed in individual storage bags, identified to each vehicle, and are presented to the purchaser at the conclusion of their transaction. The auction vehicles are cordoned off in a separate area of our facility. Each person desiring to view and enter the auction area is required to present identification before entering and obtaining a bid card prior to the auction. Each bidder is required to have valid identification and pay a \$100.00 refundable deposit. The auction commences at 10 A.M. sharp with the live auction conducted/called by management of Van Lingen Tow. Immediately following the auction, all lien sale paperwork is completed and given to the successful bidder whereupon they take possession of the vehicle and all the contents therein.

It should also be noted that no employee of the corporation is allowed to purchase any lien sale vehicle. We at Van Lingen believe that the public trust and perception are paramount to community service. Although it is not illegal to sell vehicles to employees we realize this action can be perceived as a conflict of interest, therefore it is disallowed by company policy.



Appendix G

VL Van Lingen

OBERSVATION OF LAWS
In Response to Section C.16

1. Van Lingen Towing Inc. certifies that it has never incurred any adverse regulatory enforcement actions.
2. Van Lingen Towing Inc. certifies that it has never committed any breaches of agreements with any governmental agency or found liable for any conflict of interest violations.
3. Van Lingen Towing Inc. certifies that it has never been convicted of (or pleaded "guilty" or 'no contest' to) any criminal activity, or any municipal code violation.

OFFEROR CERTIFICATION

The undersigned certifies that he is authorized to certify and to commit Van Lingen Towing Inc regarding the information on this form and for the total offer submitted in response to this solicitation.

Date : 8-16-06 Firm: VAN LINGEN TOWING INC
 Name: ROBERT VAN LINGEN
 Title: PRESIDENT
 Signature _____



Appendix H

VL Van Lingen

COST OF SERVICES OFFERED
In Response to Section C. 20

(A) Van Lingen Towing Inc. certifies that -

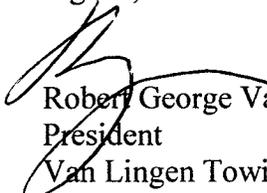
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (a) those prices, (b) the intention to submit an offer, or (c) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by Van Lingen Towing, directly or indirectly, to any other offeror or competitor before bid opening or contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by Van Lingen Towing Inc. to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(B) Robert George Van Lingen is the person at Van Lingen Towing Inc. responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Signed,


Robert George Van Lingen
President
Van Lingen Towing Inc



Appendix I

VL Van Lingen

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Attachment A6

PRODUCER 10 Centerpointe Insurance Service 807 B CAMARILLO SPRINGS RD CAMARILLO, CA. 93012 LICENSE#0735759 (805)384-1166	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED VAN LINGEN BODY SHOP, INC. DBA: VAN LINGEN TOWING 20621 EARL STREET TORRANCE, CA 90503 VANL00	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: LINCOLN GENERAL INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: LINCOLN GENERAL INSURANCE CO		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: LINCOLN GENERAL INSURANCE CO													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LTP100762-03	01/19/2006	01/19/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	LTP100762-03	01/19/2006	01/19/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AJTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER ON HOOK/CARGO	LTP100762-03	01/19/2006	01/19/2007	PER VEH. SCHED. 200000 \$1000 DEDUCTBL 300000

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

GARAGEKEEPERS LEGAL LIABILITY- LOC#1-2062 EARL ST., TORRANCE, CA-\$300,000 LIMIT; LOC#2-2755 LOMITA BLVD., TORRANCE, CA - \$300,000 LIMIT; CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS LIABILITY ONLY

CERTIFICATE HOLDER

CITY OF TORRANCE CITY CLERK'S OFFICE
 3031 TORRANCE BLVD.
 TORRANCE, CA 90503

CANCELLATION 10-Day Notice for Non-Payment of Prem

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

AUTHORIZED REPRESENTATIVE *[Signature]*

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of September 16, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Van Lingen Body Shop, Inc., a California Corporation, dba Van Lingen Towing ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish vehicle towing and storage services for the City of Torrance Police Department on an "as-needed basis."
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal to furnish vehicle towing and storage services for the Torrance Police Department on an "as-needed basis," RFP No. **B2006-33** (the "RFP"); and
- C. CONTRACTOR has submitted a Proposal in response to the Request for Proposal. In its Proposal Response CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the RFP Response is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 5 below, this Agreement will continue in full force and effect for three years from the Effective Date. At the City's option the TERM of the Agreement may be extended for a period not to exceed two years under the same terms and conditions set forth in this Agreement.

3. ADDITIONAL SERVICES

The CITY has the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the CITY, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of 10 percent or less of the Agreement Sum, or in the time to perform of 180 days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by CONTRACTOR that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. CONTRACTOR acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than CONTRACTOR anticipates and that CONTRACTOR will not be entitled to additional compensation for the services set forth in the RFP.

4. TERMINATION OF AGREEMENT

A. Termination without Cause.

Either party may terminate this Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the CONTRACTOR must immediately cease all work or services except as may be specifically approved by the CITY. CONTRACTOR will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the non defaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR

and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of RFPs; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or

hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The Police Chief is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVES

The following principals of CONTRACTOR are designated as being the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Robert G. Van Lingen
Vice President and General Manager

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may 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 the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of CONTRACTOR, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by CONTRACTOR, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A.
- (1) Automobile Liability, including owned, non-owned and hired vehicles with at least \$1,000,000 in combined single limits per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors and vendors, and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
 - (3) Garage keepers Legal Liability with limits of at least \$200,000 per occurrence.
 - (4) On-Hook coverage of at least \$50,000 per vehicle.

- B. The CITY, the City Council, the CITY's officers and employees must be named as additional insureds under the automobile and general liability policies.
- C. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or RFP.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for the purpose of giving notice are as follows:

CONTRACTOR: Robert G. Van Lingen
Van Lingen Towing
2755 Lomita Blvd.
Torrance, CA 90505
Fax: (310) 326-9973

CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto
Mayor of the City of Torrance

By: _____
Robert G. Van Lingen
Vice President and General Manager

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Ronald T. Pohl
Assistant City Attorney

Attachments: Exhibit A: RFP
 Exhibit B: RFP Response

EXHIBIT A
REQUEST FOR Proposal
[To be attached]

EXHIBIT B
RFP RESPONSE
[To be attached]