

**BLANKET PURCHASE ORDER AGREEMENT FOR  
AS-NEEDED TOWING SERVICES**

v. 12-4-19

This agreement ("Agreement"), dated as of June 3, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Cream's Towing Inc. (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County's Purchasing Agent is a designated purchasing agent for various County affiliates, including the Sonoma County Water Agency and the Sonoma County Community Development Commission. Such entities are intended beneficiaries of the right to obtain as-needed services in accordance with this Agreement. Contractor acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

**RECITALS**

WHEREAS, Contractor represents that it is a duly qualified tow service provider, experienced in light, medium, heavy duty towing and related services; and

WHEREAS, in the judgment of the County of Sonoma Purchasing Department, it is necessary and desirable to secure Contractor to be available for such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

**1. Scope of Services.**

1.1 Contractor's Specified Services. Contractor shall perform towing services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

All services shall be performed on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements,

Contractor shall provide a written quote based on service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates. If approved in writing by the requesting County department or affiliate, Contractor shall then provide the requested services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote.

No amount of services or purchase orders are guaranteed. Nothing herein grants Contractor any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. [INTENTIONALLY OMITTED]
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.



1.5 Additional Requirements Related to Scope. Contractor shall additionally comply with the terms, conditions, and provisions stated in Exhibit "D", attached hereto and incorporated herein by this reference.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Rates. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the rate sheet set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Rates are all-inclusive for all expenses and costs of services, including all costs of labor, fuel, vehicles and equipment, and travel.

2.2 Accounts and Billing. Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address of pick up, date of pick up, volume of pick up and type of boxes; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.3 Payments. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.4 Withholdings. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To

reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to June 02, 2026, with the option to extend for four (4) additional one year periods unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination For Convenience. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.



5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed any delegated signature authority and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the appropriate department, division, or affiliate head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.



9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or



degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever

form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. Other than as otherwise stated herein, all notices, bills, payments and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY: County of Sonoma Public Infrastructure Purchasing Division  
400 Aviation Boulevard Suite 100, Santa Rosa, CA. 95403

CONTRACTOR: Cream's Towing Inc  
3971 Santa Rosa Avenue, Santa Rosa, CA. 95407

When a notice, bill or payment is given by a generally recognized overnight courier



service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed. For purposes of this Agreement, the Purchasing Agent, in consultation with County Counsel, shall have the authority to provide consent and/or approval on behalf of County.

13.4 No Third Party Beneficiaries. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Federal Provisions. Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit D, incorporated herein by reference.

13.11 Federal Provisions – FAA.

Certain work under this Agreement may be performed at County's Charles M. Shultz – Sonoma County Airport (STS). With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto Exhibit D, incorporated herein by reference.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Cream Towing Inc

By: [Signature]

Name: Karamjit Kaleka

Title: CEO

Date: 4/18/25

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

By: Phillip Whipple Digitally signed by Phillip Whipple  
Date: 2025.04.24 17:36:33 -07'00'

BUYER

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

AGREEMENT EXECUTED:

By: \_\_\_\_\_  
Purchasing Agent

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

**Exhibit A**  
**SCOPE OF WORK**

COUNTY OF SONOMA  
**SPECIFICATIONS FOR TOWING SERVICES**

The intent of this specification is to describe the requirements for towing services for sedans, pickup trucks, cab and chassis trucks with various types of service bodies, vans up to fifteen passengers, and medium to heavy trucks and buses. The departments that will mainly require service are Sonoma County General Services, Fleet Operations Division, Sonoma County Water Agency and Sonoma County Transportation and Public Works Transit Division but not limited to these departments and intended for use Countywide.

The Contractor shall comply with any and all federal, state, and local laws including, but not limited to the County of Sonoma Living Wage. (See attached Living Wage information).

Prices submitted shall be for services not covered by a Road side Services Program provider. The average of 300 service calls per year have been requested over the last two years.

The Fleet Operations Division of the General Services Department provides services to most of the County's Departments and Agencies. Below is a list of a majority of the Departments and Agencies that the Fleet Operations Division supports through providing vehicle and equipment maintenance and repair services. The Contractor must have capability to tow all county vehicles identified herein.

Agriculture Commissioner  
Agriculture Preservation and Open Space District  
Child Support Services  
Community Development  
Commission District Attorney  
Economic Development  
Fire & Emergency  
Services General  
Services  
Health Services  
Human Services  
Information  
Systems  
Northern Sonoma County Air Pollution Control District  
Permit & Resource Management



Probation  
Public  
Defender  
Regional  
Parks  
Registrar of Voters  
Sheriffs Office  
Transportation and Public Works

Many of these departments are staffed 24 hours per day, seven days per week. Towing services may be required as needed 24 hours, per day, seven days per week.

Requests for towing services will originate from our Roadside Service Provider OR with Fleet Operations personnel during the normal Monday - Friday workweek from 0700 to 1700 hours (7:30 AM- 4:30 PM.). Requests (for towing services) during weekends, holidays, and after hours will be requested through the Sonoma County Sheriffs Department Dispatcher or Fleet Operations personnel

The Sonoma County Water Agency has their own fleet of general vehicles and medium to heavy trucks that shall require towing services.

### **Transit Division**

Sonoma County Transit and Paratransit (herein after referred to Sonoma County Transit), operates a fleet of sedans, minivans, cut-away minibuses and heavy-duty transit buses ranging in length from 30' to 42.' With the exception of one 30' heavy- duty transit coach that is electric, all other heavy-duty coaches are powered by compressed natural gas (CNG). All light duty vehicles are gasoline powered.

All CNG powered coaches have their natural gas tanks located within an enclosure on the top of the bus. Sonoma County Transit's largest fleet, ENC Access coaches, are 42' in length, 102" in width, have a GVWR of 43,380 lbs and a height of 11'-5."

All heavy-duty coaches are either of a low-floor or standard-floor configuration. Because of their size, flat-bedding is required. All requested towing services must be enroute within 30-minutes of Sonoma County Transit's request. Towing services may be required 24 hours per day 7 days per week.

### **Scope of Services**

#### **1. General Vehicle Tow Service**

The tow service vendor(s) under this contract will provide to the County of Sonoma upon request, general tow services for disabled vehicles or transport from one location to

another. Occasionally our employees require a ride to Fleet with the disabled vehicle. Whenever possible the person requesting tow services will provide to the supplier of the tow service the following information:

1. The year, make and model of the vehicle needing tow service
2. The location of the vehicle and location of vehicle keys
3. Point of Contact for disabled vehicle
4. Location of drop off point.

The tow service vendor(s) will dispatch as soon as possible (but not to exceed one-half hour, unless otherwise agreed on) a suitable tow truck for the type of vehicle to be towed.

The tow service vendor(s) will make every attempt to obtain all necessary information to dispatch the appropriate tow vehicle prior to dispatch. Decisions such as standard tow truck, heavy tow truck versus platform carrier and/or 4WD- tow truck should be made prior to dispatch.

## **2. Abandoned Vehicle Abatement and Dismantling Tow Service**

On an as needed basis, Contractor shall perform the necessary services to remove, store and dispose of abandoned, wrecked, dismantled or inoperative vehicles and parts thereof (collectively referred to as "Vehicles") in the unincorporated areas of Sonoma County which have been declared a public nuisance or hazard pursuant to California Vehicle Code Sections 22660 *et seq.* or Sonoma County Code Chapter 18, Article 4 (hereinafter referred to as "abate" or "abatement").

Contractor shall only abate said Vehicles after receipt of a Written Tow Authorization. A Written Tow Authorization is a written authorization issued to Contractor by the Sonoma County Permit and Resource Management Department, the Sonoma County Sheriff's Department or the California Highway Patrol ("Authorizing Agency"). Contractor shall abate said Vehicles as requested by the Authorizing Agency between the hours of 8:00 a.m. to 5:00 p.m Monday through Friday. If, however, the Authorizing Agency determines that a Vehicle presents a hazard, Contractor shall immediately abate said Vehicle upon request and receipt of a Written Tow Authorization.

Contractor shall immediately clean up any parts which become dislodged from any Vehicles being abated pursuant to this Agreement. Contractor shall reimburse the County for actual cost of repair of any damage occurring to County sidewalks, streets or other property as a result of Contractor's services performed pursuant to the Agreement.

Contractor shall store all Vehicles in a secure storage yard. If a Vehicle owner requests that Contractor release the Vehicle, Contractor shall direct the owner to contact the Authorizing Agency. If the Authorizing Agency determines that the Vehicle should be released to the owner, the Authorizing Agency shall issue a Written Authorization to Release. Upon receipt of a Written Authorization to Release, Contractor shall release the Vehicle to the owner.

Contractor may request a Written Authorization Disposal Form ("DMV Form 462") from the Authorizing Agency pursuant to California Vehicle Code section 22851.3.



Contractor is responsible for and shall store and keep safe said Vehicles and any personal property in said Vehicles in a lawful, secure vehicle storage yard approved by the County.

Contractor shall store said Vehicles until the disposal date authorized on the DMV Form 462, or until completion of a lien sale pursuant to Vehicle Code section 22851. Disposal of said Vehicles shall only be a licensed dismantler or scrap iron processor.

Contractor shall not otherwise sell Vehicles to the public. Contractor shall process disposal authorization forms according to California Vehicle Code and Department of Motor Vehicle requirements.

Contractor shall have the right to all salvage materials and to any and all funds received from the sale of said salvage materials which are derived from abatements performed in accordance with this Agreement. Pursuant to California Vehicle Code Section 22661, however, the Vehicles shall not be reconstructed or made operable.

Contractor shall perform all services in a safe and workmanlike manner. Contractor shall comply with all applicable statutes, ordinances and regulations, including, but not limited to, those governing licensed vehicle dealers, dismantlers and junkyards.

### **3. Flat Rate Towing**

Tow service charges not covered by a Roadside Services provider shall be paid on a flat rate, based on five-mile increments, beginning at the County Center to the location of the vehicle being towed. The drop off points will be Sonoma County Fleet Operations: Light Equipment, 709 Russell Ave., Santa Rosa, CA OR Heavy Equipment, 1200 Century Court, Santa Rosa, CA. A predetermined flat rate will be established and agreed upon by the tow service provider(s) and County of Sonoma Fleet Operations for each five mile increment, up to 20 miles and type of tow vehicle i.e.: standard tow truck, heavy tow truck versus 4WD tow truck and platform truck. Mileage charges may apply after 20 miles. Note: If the tow service provider(s) uses for their convenience any non-standard tow vehicle, Fleet Operations will only be billed for the minimum required tow vehicle.

County of Sonoma, with the use of an on-line mapping program, will validate towing distances (invoiced).

The drop off point will be Sonoma County Water Agency located at 800 Aviation Blvd, Santa Rosa, CA.

The drop off point will be Sonoma County Transit Division located at 355 W. Robles Ave., Santa Rosa, CA.

### **4. Job Rate per Service call - Other than towing**

Sonoma County may require requests for service other than towing. These services may include but not be limited to:

1. Unlock of vehicles (lock out)
2. Flat tire service
3. Fuel calls (vehicle out of fuel)
4. Vehicle start Gump start)
5. Recovery Tow, to be defined as a tow hook-up required to pull a vehicle from a location the driver is unable to remove it from, i.e. stuck in mud, off of road surface.
6. Winching
7. Drive line removal
8. Dolly Service.

The above named services, such as lock out, tire change, fuel; jump-start service will be used whenever possible to eliminate the need for the tow service. The operator of the vehicle may not supersede this clause for his/her convenience by requesting the vehicle be towed instead of made operable. The governing factor in the choice of service shall be the cost of the service to the County.

Lock out service, fuel service and battery jump-start service will be billed out on a predetermined and agreed upon per job charge. The cost of the fuel will be included in the per job charge for fuel service. The cost of the fuel will not exceed the current market price for 87 octane unleaded gasoline, or #2 diesel at a major self-service gasoline station.

When needed, a vehicle may be placed on dollies to be towed to one of the drop off points. Dollies may only be utilized when the end of the vehicle to be towed is damaged or incapable of rolling safely. A predetermined and agreed upon per job charge will be used for billing purposes for dolly service. The dolly service is a one- time charge.

## **5. Mileage Charges**

Mileage charges will be accepted on tows made over 20 miles from point of origin to point of drop off.

## **6. Medium/Heavy Trucks & Bus Towing**

Towing rates for medium/heavy trucks and buses will be charged by the hour. Trucks from 1 ton to 16 tons will be charged at a rate less than trucks over 16 tons. Winching will also be charged out by the hour.

## **7. Response Time**

The tow service vendor(s) shall respond to call for service within 30 minutes or less. If the towing service vendor is unable to meet this time frame, the tow vendor is to notify the requester at the time the request for service is made. The requester may then opt to use an alternate tow service vendor.



## **8. Invoicing**

For services not covered by the County of Sonoma's Roadside service provider, fully priced invoice shall be provided to the appropriate department that requested the service. Items covered under the Roadside Service will be billed directly to the service provider. Under no circumstances will invoices submitted after five working days be honored. Invoices will be legible and include all of the following information:

9. County Vehicle ID number
10. Vehicle license number
11. Address of origin of tow
12. Destination of tow
13. Distance towed
14. Type of equipment used or alternate service provided
15. Department name and printed name of person requesting tow
16. Signature of driver of vehicle being towed
17. Time of dispatch/Time of completion
18. Odometer reading of vehicle being towed.

Invoices to be paid directly by the County must be delivered to Sonoma County Fleet Operations, Light Equipment at 709 Russell Ave., Santa Rosa, CA or Sonoma County Fleet Operations, Heavy Equipment at 1200 Century Court depending on tow destination. If Fleet Operations personnel are not available to accept the invoice, the invoice may be deposited in the drop box provided at 709 Russell Ave., Santa Rosa, CA and in the mailbox at 1200 Century Court. The invoices are not to be given to the driver of the vehicle being towed. In instances when it is impractical to drop off the invoice at the time of the service, the invoice must be delivered to the appropriate Fleet Operations location no later than close of business on the following work day.

Invoices must be delivered to Sonoma County Water Agency at 800 Aviation Blvd., Santa Rosa, CA.

Invoices must be delivered to Sonoma County Transit Division at 355 W. Robles Ave., Santa Rosa, CA.

## **9. On-Scene Authority**

It is understood that the tow service vendor(s) awarded this contract shall be a service vendor for the County of Sonoma. As such the tow service vendor and his/her employees are an extension of the County of Sonoma. It is therefore understood that the tow service vendor and his/her employees will act in a manner befitting a County of Sonoma Representative. If at an accident scene or any other scene where City Police, Sonoma County Sheriffs Department, State Highway Patrol are involved; the Peace Officer in charge of the scene shall have the final say on all aspects of the scene, including towing services. Under no circumstance will arguing, debating or any other action construed as confrontational be tolerated. Any disagreement with a Peace

Officer may be submitted in writing, after the fact, and submitted to the appropriate department that requested service.

## **10. Facility Access**

Only authorized vendor personnel shall be provided access to County facilities to pick up and drop off vehicles before or after normal facility business hours. Any supplied facility keys, keyless entry system proximity cards, or entry access codes shall be safely secured at all times and not accessible by unauthorized personnel.

Access to County facilities is only granted during the course of pick up and drop off of towed vehicles and vendor personnel will not access facilities at any other date or time.

Lost keys or keyless entry system proximity cards shall be immediately reported to the applicable facility personnel.

A change in vendor personnel authorized to use a facility entry access code will be reported immediately to the appropriate facility personnel so the code can be changed and a new one issued.

Upon termination of the contract, vendor(s) shall return all issued keys and/or keyless entry system proximity cards.

## **11. Equipment Requirements**

### **A. Equipment Limitations**

All towing equipment, recovery equipment and carrier ratings are based on structural factors only. Actual towing, carrying and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

### **B. Towing Limitations**

The criteria to determine the safe towing limits for a truck are as follows:

2. The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Ratings (G.V.W.R.).
3. The truck must meet all applicable state and federal standards.
4. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

### **C. Identification Labels**

Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model and rated capacity.

### **D. Recovery Equipment Rating**

Services BPO Agreement

---



The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

2. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
3. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
4. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction and rating as specified by the original equipment manufacturer (OEM) for the equipment.

E. Safety Chains

Safety chains shall be rated at no less than the rating specified by the OEM.

F. Control/Safety Labels

All controls shall be clearly marked to indicate proper operation as well as any special warnings or cautions.

## **12. Tow Truck Specifications**

A. Class A Tow Truck

1. Minimum 14,500 pounds G.V.W.R.
2. 4 ton recovery equipment rating
3. Hydraulic or mechanical winch(es)
4. 100 ft., 3/8", 6 x 19 cable or Original Equipment Manufacturer's (OEM) specifications
5. Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly
6. Safety chains, 5/16" alloy or OEM specifications
7. Tow sling rating 3,000 pounds
8. Wheel lift safety straps or equivalent mechanical device (all required wheel safety straps, or equivalent wheel retention devices, tie down straps, and safety chains shall be used during towing operations)
9. Tow dolly
10. One 3 ton snatch block
11. Wheel lift rating
 

- retracted	3,000 lbs
-at 95" extension	3,000 lbs

B. Class A Carrier - Two Cars

1. Minimum 16,001 pounds G.V.W.R.
2. Hydraulic or mechanical winch
3. 50 ft., 3/8", 6 x 19 cable or OEM specifications
4. Safety chains 5/16" alloy or OEM specifications; two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

5. All required tie down straps and safety chains shall be used as required during towing operations.

C. Class B Tow Truck

1. Minimum 19,501 pounds G.V.W.R.
2. Air brakes or hydraulic with air hookup package
3. 14 ton recovery equipment rating
4. Hydraulic or mechanical winch(es)
5. 150 feet, 7/16", 6 x 19 cable or OEM specifications
6. Tow chains, 1/2" alloy or OEM specifications
7. Safety chains, 1/2" alloy or OEM specifications
8. Tow sling rating 7,000 pounds
9. Two 8 ton snatch blocks
10. Wheel lift safety straps or equivalent mechanical device.  
All required wheel safety straps, or equivalent wheel retention devices, tie down straps and safety chains shall be used during towing operations.
11. Wheel lift or under lift rating
 

-retracted	10,000 lbs.
-at 85" extension	8,000 lbs.

D. Class B Car Carrier

1. 19,501 pounds or higher G.V.W.R.
2. Hydraulic or mechanical winch
3. 50 feet, 3/8", 6 x 19 cable or OEM specifications
4. J/T hook loading bridle/chains
5. Safety chains, 5/16" alloy or OEM specifications. Two pairs of safety chains are required for each Vehicle. Tie down straps and safety chains shall be used during towing operations.

E. Class C Tow Truck or Carrier

1. 33,000-50,000 pounds G.V.W.R.
2. Air brakes with air hookup package
3. 25 ton recovery equipment rating
4. Hydraulic or mechanical winch(es)
5. 200 foot, 5/8" alloy or OEM specifications
6. Tow chains, 5/8" alloy or OEM specifications
7. Safety chains, 5/8" alloy or OEM specifications
8. Tow sling rating 12,000 lbs.
9. Two 12 ton snatch blocks
10. Under lift rating
 

- retracted	25,000 lbs.
-100" extension	12,000 lbs.
(Measured from the center line of the rear axle to the center of the lift forks.)	



### **13. Auxiliary Equipment**

For each type of classification of towing equipment (sling, wheel lift or carrier), the following types of equipment are required.

#### **A. Class A Tow Trucks and Carriers**

1. Towing Sling - a J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.
2. Wheel Lift - wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly and safety chains.
3. Car Carrier - J/T hook loading bridle, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks and two pairs of safety chains
4. Extension - brake and tail lamps
5. Fire Extinguisher
6. Broom
7. Shovel
8. Reflective Triangles
9. Flares
10. Trash can(s) with absorbent
11. One 3 ton rated snatch block
12. Shop to truck radio (C/B excluded)

#### **B. Class B Tow Trucks and Carriers**

1. Towing Sling - a J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly and safety chains.
2. Wheel lift - wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly and safety chains.
3. Truck hitch - tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s) and safety chains.
4. Under lift - an assortment of lift forks/adapters, safety tie down chains and safety chains
5. Extension - brake and tail lamps
6. Fire extinguisher(s)
7. Broom
8. Shovel
9. Reflective triangles
10. Flares
11. Trash can(s) with absorbent

12. Two 8-ton rated snatch blocks Axle covers/caps
13. Air hoses and necessary fittings to provide air to the towed vehicle
14. Shop to truck radio (C/B excluded)

C. Class C Trucks

1. Towing sling - a tow chain assembly, a 4"x4"x60" and a 6"x6"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp and safety chains
2. Truck hitch - a tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains
3. Under reach - assortment of lift forks/adapters, safety tie down chain(s), and safety chains
4. Extension brake and tail lamps
5. Fire extinguisher
6. Broom
7. Shovel
8. Reflective triangles
9. Flares
10. Trash can(s) with absorbent
11. Steering wheel with clamp
12. Two 12-ton rated snatch blocks
13. Axle covers/caps
14. Air hoses and necessary fittings to provide air to the towed vehicle
15. Shops to truck radio (C/B exclude



## Tow Services Bid Price Sheet 2025

Vendor Name/Phone Number:

General Vehicle Tow Service, up to 10,000 GVWR

Please type or print neatly in the blanks below.

Mileage IncrementsStandard Tow Truck

0 - 5 miles per flat  
 5.1 - 10 miles per flat  
 10.1 - 15 miles per flat  
 15.1 - 20 miles per flat  
 20.1 - + miles per mile

\$ 85.00	/flat
\$ 95.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 4.25	/mile

Platform Truck

(UNDER 10,000 GVWR)

\$ 105.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 155.00	/flat
\$ 4.25	/mile

4-WD Tow Truck

\$ 105.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 155.00	/flat
\$ 4.25	/mile

Medium/Heavy Trucks and Bus Tow Service, over 10,001 GVWR

Hourly Rate: 10,001 to 16,000 GVWR

\$ 200 /hr

Hourly Rate: Over 16,000 GVWR

\$ 250 /hr

Winching Rate per hour: 10,001 to 16,000 GVWR

\$ 200 /hr

Winching Rate per hour: Over 16,001 GVWR

\$ 250 /hr

Hourly Rate over 24,000, BUS

\$ 295

Service Other Than Towing

Comment Section:

BUS Landa, Low boys  
 Landa, Low boys 35 Ton Tow Truck

Mileage IncrementsLock Out Service

0 - 5 miles per flat  
 5.1 - 10 miles per flat  
 10.1 - 15 miles per flat  
 15.1 - 20 miles per flat  
 20.1 - + miles per mile

\$ 85.00	/flat
\$ 95.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 4.25	/mile

Flat Tire

\$ 85.00	/flat
\$ 95.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 4.25	/mile

Gasoline Service

\$ 85.00	/flat
\$ 95.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 4.25	/mile

Mileage IncrementsBattery Jump Starts

0 - 5 miles per flat  
 5.1 - 10 miles per flat  
 10.1 - 15 miles per flat  
 15.1 - 20 miles per flat  
 20.1 - + miles per mile

\$ 85.00	/flat
\$ 95.00	/flat
\$ 115.00	/flat
\$ 125.00	/flat
\$ 4.25	/mile

Recovery Tow

\$ 105.00	/hr
\$ 115.00	/hr
\$ 125.00	/hr
\$ 155.00	/hr
\$ 4.25	/hr

Winching

\$ 105.00	/hr
\$ 115.00	/hr
\$ 125.00	/hr
\$ 155.00	/hr
\$ 4.25	/hr

**Exhibit \_C\_\_\_\_\_**

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement, and
  - ii. Certificate of Insurance

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of



whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. County of Sonoma, Sonoma County Water Agency and Water Districts, Agriculture and Open Space District, Community Development Commission and their officers and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned, hired and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

### 4. Garagekeepers Insurance *(Required only if vehicles are taken to the contractor's facility.)*

- a. Minimum limit: \$50,000 per vehicle, \$100,000 per location.
- b. Coverage shall include Comprehensive and Collision.
- c. Deductibles shall not exceed \$1,000 per vehicle and \$10,000 per event.
- d. Insurance shall apply on a direct primary basis.
- e. Required Evidence of Insurance: Certificate of Insurance.

### 5. Garage Policy *(May be substituted for 2, 3 and 4 above)*

- a. Garage Coverage Form no less broad than ISO form CA 00 05.
- b. Minimum limits: \$1,000,000 per Accident, \$2,000,000 Aggregate.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of



whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. The policy definition of "insured contract" shall include assumptions of liability arising out of work performed for a municipality (Definition #5 of the ISO Garage Coverage form, or its equivalent).
- e. The policy shall include Garagekeepers Coverage
  - i. Minimum limits: \$50,000 per vehicle, \$100,000 per location.
  - ii. Coverage shall include Comprehensive and Collision
  - iii. Deductibles shall not exceed \$1,000 per vehicle and \$10,000 per event.
  - iv. Insurance shall apply on a direct primary basis.
  - v. Required Evidence of Insurance: Certificate of Insurance.

#### 6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

#### 7. Documentation

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### 8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### 9. Material Breach

If Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742		<b>CONTACT</b> NAME: Certificate Team PHONE (A/C, No, Ext): 877-308-9663 E-MAIL: certs@inszoneins.com ADDRESS: 916-400-2625	
License#: 0F82764 CREATOW-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Creams Towing, Inc. DBA: Creams Heavy Duty Towing & Storage 3971 Santa Rosa Ave. Santa Rosa, CA 95407		<b>NAIC #</b> INSURER A : Atlantic Casualty Insurance Co. 42846 INSURER B : Navigators Specialty Insurance Co 36056 INSURER C : Upland Specialty Insurance Company 16988 INSURER D : INSURER E : INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 1467254379

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3320000415-0	2/22/2025	2/22/2026 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 Non-Owned \$ 1,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	GA25MOT02328200	2/22/2025	2/22/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USXTL0878525	2/22/2025	2/22/2026 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Garagekeepers	Y	Y	3320000415-0	2/22/2025	2/22/2026	Per Lot Limit \$1,000,000
A	Garagekeepers	Y	Y	3320000415-0	2/22/2025	2/22/2026	Deductible \$1,000
B	On Hook			GA25MOT02328200	2/22/2025	2/22/2026	Deductible \$3,000 \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Sonoma, its Officers, Agents and Employees are included as Additional Insured in regards to Garage Liability, Truckers Liability and Garagekeepers per attached endorsement. Primary and Non-Contributory Coverage applies. Waiver of Subrogation applies to Garage Liability, Truckers Liability and Garagekeepers per attached endorsements.

Waiver of Subrogation on Truckers Liability endorsements to follow from carrier.

**CERTIFICATE HOLDER****CANCELLATION**

County of Sonoma  
It's officers, agents and employees  
2550 Ventura Avenue  
Santa Rosa, CA 95404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**AUTO DEALERS COVERAGE FORM  
GARAGE COVERAGE FORM**

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>	<b>Premium</b>
Blanket Basis as required by contract.	

**A. Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "garage operations" or "auto dealer operations".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC  
WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

AUTO DEALERS COVERAGE FORM  
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Premium
---------

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**AUTO DEALERS COVERAGE FORM  
GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

Name of Person(s) Or Organization(s)	Premium
Blanket Basis as required by contract.	

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is listed in the Schedule; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PARTY WITH WHICH THE INSURED DOES BUSINESS WHEN REQUIRED BY A  
WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.