

## PROFESSIONAL SERVICES CONTRACT

**Administering Agency:** Nevada County Community Development Agency- Code and Cannabis Compliance Department

**Contract No.** \_\_\_\_\_

**Contract Description:** Abandoned Vehicle Abatement and Nuisance Property Abatement Services

## PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of January 1, 2023 by and between the County of Nevada, ("County"), and Celestial Valley Towing (CVT) ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred and Fifty-Two Thousand and Five Hundred Dollars (\$152,500).**
3. **Term** This Contract shall commence on January 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's

obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books

and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

21. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

**Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
23. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services

provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

30. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
CDA Department- Code and Cannabis  
Compliance Department  
Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Kelsey Hess  
Email: Kelsey.hess@nevadacountyca.gov  
Phone: 530-265-7085

**CONTRACTOR:**

Name of firm  
Celestial Valley Towing (CVT)  
Address PO Box 2404  
City, St, Zip Grass Valley, CA 95945  
Attn: Doug Bigley  
Email: dougcvt@sbcglobal.net  
Phone: 530-272-3353

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.



**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the Parties have executed this Contract to begin on the Effective Date.

**COUNTY OF NEVADA:**

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

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

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

**CONTRACTOR: Celestial Valley Towing (CVT)**

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

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. [Schedule of Services](#)
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## **EXHIBIT A**

### **SCHEDULE OF SERVICES**

Contractor its employees and/or subcontractors shall provide towing and related roadside services as requested by the County on a 24 hour per day, 7 days per week basis. The Contractor shall perform vehicle towing and related roadside services in all weather conditions.

#### **1.0 GENERAL REQUIREMENTS – ALL CATEGORIES**

- 1.1 **SERVICE STANDARDS:** Contractor shall provide all necessary personnel, vehicles, tools, parts, materials, and equipment to perform the services described herein. Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices for vehicle towing and related roadside services and to safely maintain stored equipment and vehicles or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. Contractor must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Nevada County. The Contract must tow all requested vehicles within 24 hours of the tow request and store said vehicles at their business's storage yard. The Contractor must comply with all applicable regulations of their business including the vehicle's tow, storage, and release or disposal as well as other relevant business operations. The Contractor will also collect the vehicle's dropped contents and/or parts that are near said vehicle at the service location of the abatement site.
- 1.2 **WORKMANSHIP:** All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Nevada County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.
- 1.3 **PRESERVATION OF PROPERTY AND RESPONSIBILITY FOR DAMAGE:** Care shall be exercised to avoid injury to private property, facilities and adjacent property when performing vehicle towing and related roadside services. If such objects are injured or damaged resulting from the successful bidder's operations, they shall be replaced or restored at the successful bidder's expense. All damage resulting from the successful bidder's work shall be repaired by the successful bidder within two weeks after written notification by the County. An extension to the two-week period may be granted by the County if the request is submitted in writing. The request shall state the reasons and period of time for the request. The County shall be the sole judge of accepting a request for time extension. No additional repair work to facilities shall be required of the successful bidder other than that shown in the final inspection.

- 1.4 RIGHTS AND REMEDIES:** In the event that the Contractor is unable to perform or will be delayed in performing within any of the time frames specified herein, the Contractor shall notify the County designated contact person immediately. The County, at its sole discretion, may elect to utilize the services of another vendor in these instances. The County shall notify Contractor if such option will be exercised.
- 1.5 Any services not completed by the successful bidder within the designated time period may be done by the County and the cost deducted from monies due to the successful bidder. This shall not be construed as to relieve the successful bidder of responsibility for damage to private facilities. The successful bidder shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from any cause whatsoever during performance of the work.
- 1.6 In the event that the Contractor is unable to respond or will be delayed in responding within any of the time frames specified herein, the Contractor shall notify the County designated contact person immediately. The County, at its sole discretion, may elect to utilize the services of another vendor in these instances. The County shall notify Contractor if such option shall be exercised.
- 1.7 Contractor shall be appropriately licensed to operate a commercial towing company in the State of California. A current copy of the Contractor's license to operate a towing company in the State of California shall be available for review by the County. The County grants rights to the Contractor for vehicle towing services within the jurisdiction of Nevada County; this will exclude the areas within the jurisdictions of the City of Grass Valley, the City of Nevada City, and the Town of Truckee.
- 1.8 Contractor shall provide services pursuant to this Agreement at the rates specified in **Exhibit B** for various vehicle and equipment types, including but not necessarily limited to, passenger vehicles, SUVs, one-ton or smaller pickup trucks, bobtail dump trucks, sewer cleaning equipment, excavators, motor graders, fire trucks, recreation vehicles, trailers, and full-size transit buses.
- 1.9 All persons performing services for Contractor (if any) shall be employees of the Contractor or subcontractors to Contractor and not employees of the County. Contractor shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all such personnel.
- 1.10 The County reserves the right to refuse any employee(s) assigned by the Contractor in performance of the Scope of Work, should in the County's sole opinion, such employee(s) be detrimental to the County's interests or impair working relationships with the County.
- 1.11 Contractor shall remove only those vehicles or equipment/parts/items requested to be removed by the County under the terms of the resulting agreement.
- 1.12 Contractor shall comply with all Federal/State/local laws, regulations, and ordinances while performing services on behalf of Nevada County.

1.13 The County reserves the right to terminate this agreement if the Contractor does not fulfill the needed requirements, if the Contractor's actions conflict with the County's requirements or the Contractor impairs its working relationship with the County.

## **2.0 SERVICE REQUIREMENTS – TOWING OF NUISANCES INCLUDING ABANDONED, WRECKED, DISMANTLED, OR INOPERABLE VEHICLES AND ABATEMENT SERVICES**

- 2.1 The Contractor shall provide towing, storage, and disposal services for nuisances including abandoned, wrecked, dismantled, or inoperable vehicles as directed and authorized by Nevada County in accordance with the terms, conditions, and requirements contained herein. Examples of vehicles requiring these services include but are not limited to automobiles, boats, RVs, trailers, heavy equipment, recreational vehicles, motorcycles, snowmobiles, or up to and including one-ton trucks. In all cases the Contractor agrees to accept the vehicles in "as is" condition.
- 2.2 The Contractor shall furnish all necessary labor, tools, equipment, materials, and transportation to perform the required vehicle towing, storage, and disposal services in the various Nevada County regions on behalf of the County.
- 2.3 The County's geographic service area incorporates all private properties including private roadways not maintained by Nevada County as well as County maintained or County owned areas. The services described herein shall be performed in accordance with all applicable Federal, State, and local laws, regulations, ordinances, and zoning requirements including but not limited to Nevada County Abandoned Vehicle Abatement Program and the California Vehicle Code.
- 2.4 The County and the Contractor shall agree that the definition of a "vehicle" shall be that as defined in the California Vehicle Code Section 670, which states that "A vehicle is a device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

The County and Contractor also agree to recognize a vehicle to include that which may be moved by way of axle trailer or another vehicle device (such as tow strap).

- 2.5 When services are required, County staff shall provide the Contractor with a complete description(s) of the vehicle(s) and location(s).
- 2.6 Under normal circumstances the Contractor shall remove the vehicle(s) within a maximum of 24 hours after notification by County staff. Under adverse weather conditions the Contractor shall remove the vehicle(s) within a maximum of seven (5) calendar days after notification by County staff. In the event of an emergency situation, such as a vehicle blocking the flow of traffic or other hazardous situation, the Contractor shall respond within ninety (90) minutes after notification by County staff. In such emergency cases the Contractor may charge their standard vehicle storage and towing charges to the owner of the vehicle in addition to charging the County. Such charges shall be the sole responsibility and liability of the Contractor. Such charges may be billed by the Contractor to the owner, above and beyond any contract fee paid by the County.

- 2.7 The Contractor shall be required to travel directly to the County's requested service location of the abatement site. Any service requests submitted by County staff shall become the Contractor's highest priority.
- 2.8 There may be occasions when an "Abatement Site" includes not only vehicles, as defined herein, but also trash and spare auto parts, such as wheels, automotive body parts, etc. The Contractor's services at an "Abatement Site" will be limited to the immediate area around the vehicle(s) only. The Contractor may utilize the services of a third party subcontractor for these instances upon prior approval by the requesting County department point of contact. The Contractor shall agree to immediately remove all such trash and extra parts from each "Abatement Site".
- 2.9 In rare instances the "Abatement Site" may include compressed air/gas cylinders or hazardous, bio-hazardous, or medical waste materials. In these instances, the Contractor may utilize the services of a third party subcontractor upon prior approval by the requesting County department point of contact, however it will be the Contractor's responsibility to contract with the third party subcontractor as well as coordinate and schedule all third party subcontractor work. Compensation for the removal of these types of items may be reviewed on a case-by-case basis. The Contractor shall agree to immediately remove all such items from each "Abatement Site" once a mutually acceptable fee is agreed upon.
- 2.10 Contractor shall remove all tires associated with the vehicle as directed by the County. Contractor shall be paid per tire for every tire in excess of five (5) tires per vehicle removed from the same location. Payment per tire will be based on the price as stated in the contract.
- 2.11 Upon removal of the vehicle(s) the Contractor shall be solely responsible for the vehicle's final disposition as directed and authorized by County staff and assumes all risks and liabilities for said vehicle. To the extent permitted by law, the Contractor shall have full authority to sell removed vehicles for scrap or as used vehicles and shall also have the authority to conduct lien sale proceedings if vehicles have a value exceeding five hundred dollars (\$500.00).
- 2.12 If the Contractor transfers the abandoned vehicle(s) to an auto dismantler, the Contractor may be required by the dismantler to tow it to the dismantler's location to be viewed and/or accepted by the dismantler for final disposition. Such arrangements shall be made exclusively between the Contractor and the dismantler and Nevada County shall not be involved nor responsible for any part of this process.
- 2.13 If the Contractor holds the vehicle(s) for lien sales or in the event of an emergency tow, as defined in Section 3.6 above, the Contractor shall maintain a site that is an approved storage yard for vehicles and shall not exceed the vehicle limits that are authorized. The Contractor's storage yard shall be in compliance with all necessary zoning and code ordinance as required by State, Federal and local agencies.
- 2.14 The Contractor shall maintain a record of services furnished to the County. For each tow, the Contractor shall maintain in writing, at a minimum, the following information:
- Vehicle description (make, model, exterior color, etc.)
  - Vehicle Identification Number
  - Vehicle License Plate Number
  - Name of County employee requesting tow or related service and the County department they represent

- Time, date, and location of vehicle tow/removal
- Tow driver's name
- Vehicle storage location
- Final disposition details, including copies of any applicable disposition paperwork

The Contractor shall provide a copy of these records to the County at least once per calendar month to the appropriate County department contact person specified on the resulting Contract.

### **3.0 SERVICE REQUIREMENTS – NUISANCE PROPERTY ABATEMENT SERVICES**

- 3.1 Nuisance property abatements will be requested by the County Contract Manager on a case by case basis as needed. Pricing will be negotiated in advance of services being executed. Contractor's work must only begin upon written approval of agreed price and date of work to be executed. All required work on subject property(ies) shall be in accordance with detailed work order issued by County. All requirements of Property warrant must be followed precisely.
- 3.2 Contractor shall provide all the necessary personnel, vehicles, and equipment necessary to load, haul, and remove solid waste, including, but not limited to, tires, abandoned vehicles & vehicle parts, appliances, water heaters, used carpet, home building lumber, sheet rock, wood boxes, glass, nails, plywood OSB, toys, various types of furniture and construction material, metallic drums, small propane cylinders, plastic drums, bottles, containers, clothes, shoes, video cassettes, books, beds, mattresses and possible hazardous waste materials. The County does not guarantee any minimum or maximum amount of solid waste that requires removal. The rubble is typically scattered throughout the property and sometimes buried in overgrown vegetation throughout the subject property(ies).
- 3.3 If hazardous waste is discovered on the property, Contractor shall set aside and discuss with Code Enforcement Officer for of disposable direction and approval.
- 3.4 Contractor may be required to demolish, modify and remove small structures on site.
- 3.5 The Contractor(s) shall work with County staff to schedule mutually agreeable date(s) and time(s) to perform these services in accordance with the issued warrant to abate subject property.
- 3.6 The Contractor shall be responsible to load, haul, and dispose of the solid waste and shall include all applicable mileage. Travel time per trip shall not be billed to the County.
- 3.7 The Contractor shall be responsible for legally hauling and disposing of the waste tires as regulated by Federal, State, and local laws and shall be responsible for all costs associated with the disposal of the solid waste and the tires.
- 3.8 Tire haulers shall provide a copy of the current CalRecycle Waste Tire Hauler Registration certificate. All information, records, and data furnished by the Contractor shall be accurate, complete and legible.

- 3.9 The Contractor's vehicles shall be properly licensed and shall be properly equipped for the type of road and weather conditions that are expected along the transport routes.
- 3.10 The Contractor shall be responsible for transporting all the solid waste removed from the properties and properly dispose of them at a properly permitted solid waste disposal facility.
- 3.11 The Contractor shall take all measures and precautions to avoid spillage of solid waste during the cleanup, transport, and disposal operations. Any spillage that occurs during the cleanup, transport, and/or disposal shall be the responsibility of the Contractor and shall be promptly cleaned up at the Contractor's expense. The Contractor shall notify the County and all local emergency services immediately of any hazardous materials spills that may occur during the transport.
- 3.12 The Contractor shall compile and submit comprehensive waste tire manifests in accordance with the laws established by CalRecycle. Comprehensive Trips Logs shall be retained, and copies submitted to the County within 5 calendar days after the completion of this work or as requested by the County. All information, records, and data furnished by the Contractor shall be accurate, complete and legible.

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid for AVA Towing Services at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract specifically for AVA Towing Services shall not exceed \$52,500 and the total of all payments made under this Contract specifically for Nuisance Abatement Services shall not exceed \$100,000 as needed/when needed and approved in writing by County Contract Administrator.

**1. AVA Towing Service Fees shall align with invoice pricing as described in the below table:**

AVA Towing Service	Fuel Mileage rate	On Hook Fee	Disposal Fees
Towing Service for <b>Standard Vehicles</b> (Standard Vehicles shall be defined as passenger cars, pickup trucks under 1 ton, sport utility vehicles, and all other types of vehicles equivalent to a truck under a 1 ton capacity).	\$3	\$100	
Towing Service for <b>Standard Vehicles</b> utilizing a flatbed vehicle (Standard Vehicles shall be defined as passenger cars, pickup trucks under 1 ton, sport utility vehicles, and all other types of vehicles equivalent to a truck under a 1 ton capacity).	\$3	\$100	
Towing Service for <b>Large Vehicles</b> (Large Vehicles shall be defined as vehicles equivalent in size from 1 ton to a 1-1/2 ton capacity).	\$3	\$100	
Towing Service for <b>Large Vehicles</b> utilizing a flatbed vehicle (Large Vehicles shall be defined as vehicles equivalent in size from 1 ton to a 1-1/2 ton capacity).	\$3	\$100	
Towing Service for <b>Recreational Vehicles</b> (Recreational Vehicles shall be defined as a motor vehicle which may include living quarters designed for accommodation).	\$5	\$100	\$30 per Foot



Towing Service for <b>Recreational Vehicles</b> utilizing a flatbed vehicle (Recreational Vehicles shall be defined as a motor vehicle which may include living quarters designed for accommodation).	\$5	\$100	\$30 per Foot
Towing Service for <b>Travel Trailers</b> (Travel Trailers shall be defined as an enclosed trailer which includes living quarters designed for accommodation, including fifth-wheel trailers, pop-up campers, etc.).	\$5	\$100	\$30 per Foot
Towing Service for <b>Travel Trailers</b> utilizing a flatbed vehicle (Travel Trailers shall be defined as an enclosed trailer which includes living quarters designed for accommodation, including fifth-wheel trailers, pop-up campers, etc.).	\$5	\$100	\$30 per Foot
Towing Service for <b>Utility Trailers</b> (Utility Trailers shall be defined as an open or enclosed trailer generally utilized for hauling).	\$5	\$100	\$30 per Foot
Towing Service for <b>Utility Trailers</b> utilizing a flatbed vehicle (Utility Trailers shall be defined as an open or enclosed trailer generally utilized for hauling).	\$3	\$100	\$30 per Foot
Towing Service for <b>Vessels</b> (Vessels shall be defined as a boat, with or without a trailer).	\$3	\$100	\$30 per Foot
Towing Service for <b>Vessels</b> utilizing a flatbed vehicle (Vessels shall be defined as a boat, with or without a trailer).	\$5	\$100	\$30 per Foot
Towing Service for <b>Heavy Vehicles and Equipment</b> (Heavy Vehicles shall be defined as vehicles or equipment greater than a 1-1/2 ton capacity such as buses, dump trucks, tractors, excavators, bulldozers, etc.).	\$5	\$100	\$30 per Foot
Towing Service for <b>Heavy Vehicles and Equipment</b> utilizing a flatbed vehicle (Heavy Vehicles shall be defined as vehicles or equipment greater than a 1-1/2 ton capacity such as buses, dump trucks, tractors, excavators, bulldozers, etc.).	\$5	\$100	\$30 per Foot
Charge for tires recovered from site in excess of five tires per vehicle towed (price per 5 cubic yard load)	\$7 per tire		

Pricing for miscellaneous site clean-up service	\$300 per hour
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**2. Nuisance Property Abatement Service Fees shall be requested and negotiated as needed/when needed and shall be executed with issued Task Order and written approval by the County Contract Manager.**

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as defined below and as required by County. Invoices for AVA Towing services shall be separate from individual Nuisance Abatement services. Work performed by Contractor will be subject to final acceptance by County project manager(s).

- Number of vehicles towed
- Dates services were executed
- County Code Compliance Officer who requested service
- Fees for services including on hook, fuel mileage amount and disposal fee per vehicle

Submit all invoices to:

Nevada County  
CDA Department- Code and Cannabis  
Compliance Department  
Address: 950 Maidu Ave.  
City, St, Zip Nevada City, CA 95959  
Attn: CDA Fiscal  
Email: CDAFiscal@nevadacountyca.gov  
Phone: 530-265-1559

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Garage Liability: Insurance** covering property damage, bodily injury, products and completed operations occurring from garage business operations with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate.
5. **Garage keeper's Legal Liability: Covering bailee risk to include County personal property in** contractor's custody with limit no less than **\$75,000** per occurrence or claim, **\$150,000** aggregate.

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.

4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

11. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

**SUMMARY PAGE**

**Contractor Name Celestial Valley Towing (CVT)**

**Description of Services Abandoned Vehicle Abatement and Nuisance Property Abatement Services**

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:**

Click or tap here to enter text.

**Max Multi-Year Price:** \$152,500

FY 22/23 =\$67,500

FY 23/24 =Remaining contract amount at July 1, 2023

**Contract Start Date:** 1/1/2023

**Contract End Date:** 6/30/2024

**Liquidated Damages:** N/A

**INSURANCE POLICIES**

**FUNDING:**

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Garage Liability (1,000,000)	
Garage Keepers Liability (\$75,000)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: See section

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**

**Nevada County**

**CDA Department- Code and Cannabis Compliance**  
**Department**

Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Kelsey Hess  
Email: Kelsey.hess@nevadacountyca.gov  
Phone: 530-265-7085

**CONTRACTOR:**

**Name of firm**

**Celestial Valley Towing (CVT)**

Address PO Box 2404  
City, St, Zip Grass Valley, CA 95945  
Attn: Doug Bigley  
Email: dougcvt@sbcglobal.net  
Phone: 530-272-3353

**EDD Worksheet Required**

**Contractor is a:** (check all that apply)

Corporation: ☐ Calif., ☐ Other, ☐ LLC, ☐ Yes ☐ No ☒  
Non- Profit ☐ Corp ☐  
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited ☐  
Person: ☐ Indiv., ☐ Db, ☐ Ass'n ☐ Other ☐

**ATTACHMENTS**

**Exhibit A:** Schedule of Services

**Exhibit B:** Schedule of Charges and Payments

**Exhibit C:** Insurance Requirements