



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Towing Services for Vehicle Abatement to Plummer Towing, Lodi

MEETING DATE: August 1, 2001

PREPARED BY: Community Development Director

RECOMMENDED ACTION: That the City Council adopt the Resolution awarding the contract to Plummer Towing, Lodi, to provide towing services for vehicle abatement under Lodi Municipal Code § 10.56.010 and 10.56.020.

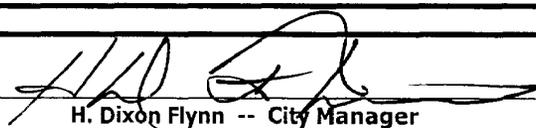
BACKGROUND INFORMATION: The Community Development Department and the Lodi Police Department administer a contract for towing services which is utilized by Community Improvement Division for vehicle abatement from private property and by the LPD Partners Unit for vehicle abatement from the public right-of-way.

The previous contract expired several years ago. At that time, it was noted that the contract did not meet the requirements for towing services provided to the LPD Partners, so the Community Development Department and the Police Department have been working with local service providers and the City Attorney's Office to draft a contract that serves the two quite different vehicle abatement activities.

That completed, a Request for Proposals with the new contract and Vehicle Removal Agreement was sent out to towing companies in the Stockton, Lodi and Galt areas. From that, two proposals were received. Both are from Lodi-based businesses, J&D Auto Body and Plummer Towing.

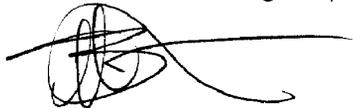
Both proposals were to provide towing services in accordance with the provisions of the contract and Vehicle Removal Agreement and both service providers met the basic requirements in order to qualify to provide the services. Staff was able to determine that Plummer Towing has eight tow trucks and J&D has three tow trucks available for use in Lodi.

APPROVED:


H. Dixon Flynn -- City Manager

Staff has based their recommendation solely on the service provider's ability to provide the required services as stated in the Vehicle Removal Agreement and has determined that the contract for towing services should be awarded to Plummer Towing.

FUNDING: No Funding Required



Konradt Bartlam
Community Development Director



Jerry Adams
Chief of Police

Prepared by Community Improvement Manager Joseph Wood

KB/jw

Attachments

c: Jeanie Biskup, Police Volunteer Coordinator

(APPENDIX)

VEHICLE REMOVAL AGREEMENT

This agreement, made and entered into this ____ day of _____, 2001, by and between the City of Lodi, a municipal corporation of State of California hereinafter referred to as "City," and Plummer Towing, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Lodi Municipal Code (LMC) Chapter 10.56, provides for the removal of improperly parked vehicles and the removal and dismantling of abandoned, wrecked, dismantled or inoperative vehicles on private or public property within the incorporated limits of the City of Lodi; and

WHEREAS, Contractor is a duly licensed automobile dismantler or is contracted with a duly licensed automobile dismantler, with sufficient equipment to fulfill the requirements of removal of improperly parked vehicles as well as the removal and dismantling of vehicles removed per LMC §10.56.020 and is desirous of providing such service to City;

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Scope of Agreement. This agreement shall cover the removal, storage, disposal and dismantling pursuant to Lodi Municipal Code Chapter 10.56 of all improperly parked, abandoned, wrecked, dismantled or inoperative vehicles located upon private or public property in the incorporated area of the City of Lodi.

2. Orders for Removal. Contractor shall only remove vehicles when the order for removal has been given by the Community Development Director, the Chief of Police or their duly authorized representatives.

3. Term. This agreement shall be in effect for a period of three (3) years from the date set forth herein above. This agreement may be further extended for a period of not more than two (2) additional years, for a total term of five (5) years at the sole and exclusive option of the City.

4. Exclusive Rights. Contractor shall have the exclusive right to remove all vehicles ordered removed pursuant to the provisions of Lodi Municipal Code Chapter 10.56 and City agrees not to contract with any other automobile dismantler during the period of this agreement for said services.

5. Charges. Contractor agrees to remove all vehicles ordered removed pursuant to Lodi Municipal Code §10.56.020 without charge to the City or the owners thereof, and vehicles shall only be dismantled or scrapped and shall not thereafter be reconstructed or made operable, but Contractor may sell or dispose of such dismantled automobiles for his own benefit. Removals made pursuant to Lodi Municipal Code §10.56.010, which results in the impounding and storage of a vehicle shall have been the charges normally associated with impounding and storage. Such charges shall be the responsibility of the vehicle owner, not a charge to the City.

6. Services Provided by Contractor. Contractor agrees to provide, maintain and operate equipment sufficient to fulfill the requirements of this Agreement and be capable of removing at least ten (10) vehicles or parts thereof each week. Vehicles removed at the request of private individuals shall not be included as any part of the required performance. Contractor agrees to operate his or her business from 8:00 a.m. to 6:00 p.m., Monday through Friday inclusive, excluding legal holidays. Employees of contractor shall wear a clean and neat uniform with the identification of contractor plainly imprinted on the uniform. Employees shall be courteous with good manners and no profane language shall be used. All equipment of contractor shall be neatly painted and maintained in a business-like manner with the identification of contractor professionally painted thereon.

7. Compliance with the Laws. Contractor agrees to comply with all provisions of law including, but not limited to, the operation of his vehicles and dismantling yard.

8. Time and Method of Removal. Contractor agrees to remove vehicles promptly and in any event not later than twenty-four (24) hours after the order for removal is given pursuant to Lodi Municipal Code §10.56.020. When removing the vehicles or parts thereof, the property on which it was located shall be left free from glass or other vehicular debris. Ordered removals made pursuant to Lodi Municipal Code §10.56.010 shall be responded to within twenty (20) minutes of notification of request for removal.

Contractor is not required to obtain permission of the owner of property upon which a vehicle has been ordered removed before entering thereon, but contractor shall not:

1. Enter any areas secured by fences or walls without consent or warrant;
2. Forcibly enter any area;
3. Remain or continue operations if objection from any person is encountered. Contractor shall immediately report any such incident to the Community Development Director, the Chief of Police or their duly authorized representatives, for further direction.

9. Independent Contractor. It is understood and agreed that contractor, in performing this agreement, is an independent contractor and is not performing services herein required as an agent or employee of City.

10. Records. Contractor agrees to maintain complete records of vehicles removed and/or disposed of. In addition, contractor agrees to notify City in writing within ten (10) days after any vehicle is removed.

11. Private Removals. Any provision of this agreement to the contrary notwithstanding, contractor may solicit automobile removal, salvage and dismantling business from individuals provided that in so doing contractor shall not directly or indirectly suggest, state or imply that a City ordinance requires such removal. Any vehicles so removed, salvaged or dismantled shall not be construed to have been removed, salvaged or dismantled pursuant to the terms of Lodi Municipal Code Chapter 10.56 or under the provisions of this agreement. It is also understood and agreed contractor shall not charge individuals for the removal of any vehicle or parts thereof provided that proper documentation of title is furnished contractor pursuant to the Vehicle Code of the State of California. Said documentation shall be furnished contractor prior to removal of any vehicle or part thereof. Contractor shall furnish written record to City by the fifth (5th) day of each month of all vehicles or parts thereof removed by contractor during the previous calendar month pursuant to this article.

12. Indemnity and Insurance. Contractor assumes all risks incident to or in connection with this agreement for the full period thereof and shall be solely responsible for all accidents or injuries to persons or property caused by its operations. Contractor agrees to maintain in full force and effect during the term of this contract a policy of comprehensive general liability insurance under which contractor is named as insured, and containing an Additional Named Insured Endorsement naming City, its officers, agents and employees as additional insureds. Contractor agrees to indemnify and hold harmless City, its officers, agents, employees and volunteers from, and against all costs, expenses and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in the course of carrying out the terms of this agreement; where such accident, damage or injury, including death, results or is claimed to have resulted, from any act or omission on the part of contractor or contractor's officers, agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 each occurrence. In addition to the Additional Named Insured Endorsement on contractor's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or

its officers, agents, employees or volunteers shall be excess only and not contributing with the insurance afforded by this endorsement.”

A duplicate or certificate of said comprehensive general liability and property damage insurance containing the above-stated required endorsements and which meets all of the specifications as enumerated by the “Risk Transfer Requirements for Lease or Use of City Facilities” (attached hereto as Exhibit A and incorporated herein by reference) shall be delivered to city within ten (10) days after the issuance and each renewal of said policy. This paragraph and all other provisions of this agreement shall apply and be construed as applying to any subcontractor of contractor.

13. Termination for Default. If either party hereto defaults or fails to perform any of the terms herein provided, this agreement shall terminate upon failure of the defaulting party to correct said default within fifteen (15) days after receiving written notice thereof from the other party hereto, but said termination shall not be exclusive of other remedies provided by law or in equity for such default. Time is of the essence of this agreement and every provision hereof shall be construed to be material and substantial.

14. Cancellation. This agreement shall be and remain in effect for a period of three (3) years from and after the date hereof, provided, however, that this Agreement may be unilaterally cancelled by City or Contractor upon ninety (90) days written notice to the other party.

15. Code Compliance. Contractor has read Lodi Municipal Code Chapter 10.56, is familiar with its contents and agrees to conduct its operations at all times in conformance therewith.

IN WITNESS WHEREOF, the parties have set their hands as of the date first herein above written.

CITY OF LODI, a municipal corporation:

Contractor:

H. Dixon Flynn
City Manager

By: _____

Attest:

Susan J. Blackston
City Clerk

Approved as to Form:

Randall A. Hays
City Attorney

Table of Contents

	<u>Page</u>
General Terms and Conditions	3
Special Terms and Conditions	6
Vehicle Removal	Appendix

General Proposal Term & Conditions

1. REQUIREMENT TO MEET ALL PROPOSAL PROVISIONS.

Each proposal shall meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission and acceptance of the proposal award, the proposer acknowledges agreement with and acceptance of all provisions of the specifications, except as expressly qualified in the proposal. Non-substantial deviations may be considered, provided that the proposer submits a full description and explanation of, and justifications for, the proposed deviations. Final determination of any proposal deviation will be made by the City of Lodi.

2. PROPOSAL RETENTION AND AWARD.

The City reserves the right to retain all proposals for a period of sixty (60) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award as the interests of the City may require based on the criteria identified in the "Special Terms & Conditions."

3. PROPOSAL WITHDRAWAL.

Proposer may withdraw his/her proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the Community Development Director for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or in any place other than the place stated in the "Request for Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

4. SUBMISSION OF ONE PROPOSAL ONLY.

No individual or business entity of any kind shall be allowed to make or file, or to be interested in, more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity which has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a said proposal or from quoting prices to other proposers submitting proposals.

5. CONTRACT REQUIREMENTS.

The proposer to whom the award is made shall execute a written contract with the City within ten (10) calendar days after a notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in the specifications (Appendix). The proposer warrants that he/she possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District laws, ordinances, and regulations which are applicable.

6. FAILURE TO ACCEPT CONTRACT.

If the proposer to whom the award is made fails to enter into the contract; the award will be annulled; any proposal security will be forfeited in accordance with the special proposal terms and be made to the next lowest responsible proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.

7. CONTRACT ASSIGNMENT.

The proposer shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Lodi.

8. NONDISCRIMINATION.

In the performance of the terms of this contract, the proposer agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person.

9. Should the successful proposer be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the successful proposer. In the event that there is insufficient time to grant such extension prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such, and making a finding as to the causes of same.

10. LABOR ACTIONS.

In the event that the successful proposer is experiencing a labor action at the time of the award of the proposal (or if its suppliers or subcontractors are experiencing a labor action), the City reserves the right to declare that said proposer is no longer a responsible proposer, and to select another proposer that is not experiencing a labor action.

11. COMMUNICATIONS REGARDING PROPOSAL PERIOD.

All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, such verbal communication shall not be binding on the City.

SPECIAL TERMS & CONDITIONS

1. CONTRACT TERM.

The Agreement shall remain in effect for a period of three (3) years.

2. QUALIFICATIONS OF CONTRACTOR.

Contractor shall be a duly licensed automobile dismantler or shall have an agreement in place with a duly licensed automobile dismantler to accept vehicles. Contractor must have sufficient equipment and personnel to remove at least ten (10) vehicles or parts thereof per week. Contractor shall maintain a clean, fenced tow yard and shall not place removed vehicles on any public street, or otherwise place removed vehicles outside of the fenced portion of the tow yard.

3. EXCLUSIVE RIGHT.

Contractor shall have the exclusive right to remove all vehicles ordered removed pursuant to Lodi Municipal Code §10.56.010 and §10.56.020.

4. CHARGES.

Contractor shall remove all vehicles ordered removed pursuant to Lodi Municipal Code §10.56.020 without charge to the City or the owners thereof, and vehicles shall only be dismantled or scrapped and shall not thereafter be reconstructed or made operable, but contractor may sell or dispose of such dismantled automobiles for his/her own benefit. Removals made pursuant to Lodi Municipal Code §10.56.010 which result in the impounding and storage of a vehicle shall bear the charges normally associated with impounding and storage and be charged to the vehicle owner not the City.

5. TIME OF REMOVAL.

Contractor will remove vehicles promptly and in any event not later than twenty-four (24) hours after ordered to do so for removals pursuant to Lodi Municipal Code §10.56.020. Removals made pursuant to Lodi Municipal Code §10.56.010 shall be responded to within twenty (20) minutes of notification of request for removal.

6. RECORDS.

Contractor will retain complete records of vehicles removed and/or disposed of.

7. INDEMNITY AND INSURANCE.

Contractor will assume all risks incident to, or in connection with, this agreement and shall be solely responsible for all accidents or injuries to persons or property caused by its operation. Contractor shall maintain in full force and effect a policy of public liability insurance in which contractor shall be named as insured and the City of Lodi as an additional named insured. The minimum limits of such insurance policy shall be \$1,000,000 per occurrence.

8. CONFLICT OF INTEREST.

The contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City. It is expressly agreed that, in performing these services, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

RESOLUTION NO. 2001-190

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR TOWING
SERVICES FOR VEHICLE ABATEMENT

=====

WHEREAS, in answer to Request for Proposals for towing services for vehicle abatement under Lodi Municipal Code §§10.56.010 and 10.56.020, two proposals were received; and

WHEREAS, proposals were received from J&D Auto Body and Plummer Towing, both of Lodi, California; and

WHEREAS, both proposals were to provide towing services in accordance with the provisions of the contract and Vehicle Removal Agreement and both service providers met the basic requirements in order to qualify to provide the services; and

WHEREAS, staff has based its recommendation solely on the service provider's ability to provide the required services as stated in the Vehicle Removal Agreement and has determined that Plummer Towing is better suited to do so, based upon the fact that Plummer Towing has eight tow trucks and J&D has three tow trucks available for use in Lodi.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the contract for towing services for vehicle abatement be awarded to Plummer Towing, of Lodi, California.

Dated: August 1, 2001

=====

I hereby certify that Resolution No. 2001-190 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 1, 2001, by the following vote:

- AYES: COUNCIL MEMBERS – Hitchcock, Land, Pennino and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – Howard
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk

PLUMMER TOWING -LODI

127 E. HARNEY LANE
LODI, CA. 95240

Phone 209-369-8003

Fax 209-369-7488

Email: lodi562001@yahoo.com

JULY 23, 2001

CITY OF LODI
CITY COUNCIL MEMBERS
221 W PINE STREET
LODI, CA. 95240

RECEIVED
JUL 25 2001
City Clerk
City of Lodi

RE: ABANDONED VEHICLE CONTRACT

AS YOU ARE AWARE WE ARE TRYING TO OBTAIN THIS CONTRACT WITH THE CITY AT THIS TIME.

CURRENTLY WE TOW THE L.P.D. HOLD FOR INVESTIGATION CARS IN WHICH THE CITY IS RESPONSIBLE FOR THE TOWING AND STORAGE OF THESE DURING THE PRE-INVESTIGATION AND THE INVESTIGATION PROCESS. DURING THE LAST 3 TO 4 YEARS I HAVE NOT CHARGED THE CITY FOR ANY STORAGE, I HAVE ONLY CHARGED FOR THE TOW SAVING THE CITY OF LODI THOUSANDS OF DOLLARS.

WE HAVE ALSO PLANNED TO CONTINUE THIS SERVICE AS A WAY OF OUR GIVING BACK TO THE COMMUNITY.

ALSO AT THIS TIME WE ARE TRYING TO GAIN THE ABANDONED AND ABATED VEHICLE CONTRACT. WITH THE AWARD OF THIS CONTRACT WE PROPOSE TO TOW ALL THE L.P.D., PARTNERS AND OTHER CITY OWNED CARS AND PICK-UP TRUCKS THAT WE ARE ABLE TO TOW WITH OUR OWN EQUIPMENT AT NO COST TO THE CITY OF LODI OR ITS RESIDENTS.

WE CAN ALSO TOW AND OTHERWISE TRANSPORT YOUR LARGE TRUCKS AND EQUIPMENT WITH A SUBCONTRACTED COMPANY AT A REDUCED RATE, BUT HAVE BEEN ASKED BY THE M.S.C. MANAGER THAT THEY STAY WITH THERE CURRENT COMPANY FOR THE HEAVY DUTY TOWING, FOR WHICH I HAVE NO OBJECTIONS.

THIS IS ANOTHER WAY OF GIVING BACK TO THE COMMUNITY AND SAVING THE CITIZENS AND THE CITY THE COSTS INVOLVED IN TOWING AND STORING ABANDONED AND ABATED VEHICLES

WE HOPE YOU WILL AGREE WITH THE COMMUNITY DEVELOPEMENT DEPARTMENTS RECOMENDATION

SINCERLY

A handwritten signature in black ink, appearing to read "T. Blehm", with a large, sweeping flourish at the end.

TERRY L BLEHM
MANAGER
PLUMMER TOWING

C: DIXSON FLYNN CITY MANAGER
JERRY ADAMS CHIEF OF POLICE
RAD BARTLAM COMMUNITY DEVELOPEMENT DIRECTOR
STEVE SCHABAUER CITY ATTORNEY
JEANINE BISKUP POLICE VOLUNTEER SUPERVISOR
RON TOBEC CAPTAIN LODI POLICE DEPT
ALAN S. NAKANISHII MAYOR
PIHLLIP PENNINO MAYOR PRO TEMPORE
COUNCIL MEMBERS:
SUSAN HITCHCOCK
EMILY HOWARD
KEITH LAND