

## FIRST AMENDMENT OF THE AGREEMENT FOR TOWING SERVICES

THIS FIRST AMENDMENT OF THE AGREEMENT FOR TOWING SERVICES is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and A Budget Towing, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement to purchase towing services, through Solicitation No. B200418AEJ, with Vendor on the 12<sup>th</sup> day of April, 2021 ("Agreement"); and,

WHEREAS, it was discovered after the execution of the Agreement that it would be in the best interest of the County to add additional services for accident site cleanup to the Exhibit A. Scope of Work and Specifications and the corresponding fees to the Exhibit B. Fee Schedule; and,

WHEREAS, pursuant to Article XIV. Miscellaneous of the Agreement, the Parties desire to modify the Exhibit A. Scope of Work and Specifications and the Exhibit B. Fee Schedule to add the additional cleanup services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the Exhibit A. Scope of Work and Specifications shall be superseded by the following:

### SCOPE OF WORK AND SPECIFICATIONS

#### 1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners (County) seeks to contract with a qualified Vendor to provide vehicle towing, storage and recovery services on an as-needed basis 24 hours per day, seven (7) days per week. County departments may use these services on an ongoing, as-needed basis for County owned and operated vehicles and equipment, and for Code Enforcement violation vehicles. Services may be needed for light to heavy vehicles and trucks up to and including tractor trailers with loads up to +/- 88,000 lbs., accident and specialized recovery, and heavy equipment transportation that requires the use of lowboy or drop deck trailers.

#### 2. ESTIMATED NUMBER OF CALLS

- 2.1. The County does not guarantee that a minimum number of tows will occur. Tow services will be used on an as-needed basis.

**3. RIGHT TO INSPECT**

- 3.1. All equipment under this Agreement shall be subject to review of its operating efficiency. The County reserves the right to inspect and approve all equipment at various intervals during the term of the Agreement. The Vendor's failure to promptly correct deficiencies of required equipment may result in the County's termination of the Agreement.

**4. LICENSING AND CERTIFICATION**

- 4.1. It shall be the responsibility of the Vendor to secure at his/her expense all licenses, permits, etc., required under federal, state, and local laws and ordinances to perform under a resulting Agreement. Please note, tow truck operators must have appropriate National Certification for the vehicle they are operating. All drivers shall be properly licensed and shall operate the wreckers in a safe and prudent manner.

**5. HOURS OF OPERATION**

- 5.1. The Vendor shall have a wrecker on site to render services within one (1) hour of a call for service by the County. The operators shall be available at all times for towing 24 hours a day, seven (7) days per week. The Vendor shall provide Lee County with a phone number having 24/7 access. Answering services are not acceptable. In the event that the County attempts to contact the Vendor and does not receive a live answer, the County may proceed to contact the secondary Vendor.

- 5.2. Additional charges are not permitted for after hours or holiday calls.

**6. TIME IS OF THE ESSENCE**

- 6.1. Time is of the essence in the performance of this Agreement. Repeated delays shall be interpreted as failure to meet contractual obligations and shall be cause for cancellation of Agreement. If the primary does not have a driver on site within one (1) hour of notification or the agreed upon time between the County and the Vendor, the County may contact the secondary Vendor, if any, for service, and will not be responsible for any expenses incurred by the primary. In this instance, if the primary arrives after the secondary/alternate Vendor has been called, the primary will be turned away at no expense to the County.

**7. DELIVERY OF TOWED VEHICLE**

- 7.1. At the time that the County contacts the Vendor to request services, the County shall designate the point of delivery for the vehicle. Delivery may be to any County facility within Lee or Hendry Counties, or to any service center or storage lot, including the towing company's lot.

**8. TICKETS**

- 8.1. At the time each vehicle is delivered to the designated drop-off location, the Vendor shall provide the department supervisor or their designee with a copy of the towing ticket noting all services provided and equipment used.

**9. CODE ENFORCEMENT**

- 9.1. Code Enforcement service will primarily be for removal of non-County abandoned vehicles and vehicles in violation of County Codes. The services may at times include towing other types of equipment such as trailers, boats or other items.

- 9.2. The only fees related to Code Enforcement are Towing fees.

- 9.3. Per vehicle towing fee related to Code Enforcement requests shall be all inclusive and



no additional surcharges such as per day storage fees, administrative fees, mileage fees, etc. shall be charged.

9.4. Tows related to Code Enforcement requests shall be towed to the Vendor's lot. The County reserves the right to request delivery of towed vehicle to another location described herein.

9.5. Vendor shall complete all required registered owner notifications as pertaining to the vehicle towed on behalf of Code Enforcement.

#### **10. UNUSUAL RECOVERIES**

10.1. Recoveries that are multiple vehicle accidents, overturned vehicles, winch outs, etc. shall be considered "Unusual Recoveries."

10.2. The following rules apply to Unusual Recoveries:

- If the Vendor arrives on scene for the tow and determines that the situation qualifies as an Unusual Recovery, the Vendor shall contact the County for approval prior to rendering services.
- Billing only begins upon commencement of work. The County shall not be billed for any onsite wait time. Hourly rate begins when recovery begins; once begun, if the need for additional resources is discovered that requires the recovery efforts to stop while these resources are delivered prior to continuing services, this wait time shall not be billed.
- The County will not be responsible for excessive equipment or stand-by equipment or personnel. In any event where the Vendor feels more than one vehicle is required for recovery, the Vendor is required to obtain approval from the County for the equipment to be used. This requirement also applies to the use of air bags. Approval must be obtained from the County prior to use.

#### **11. REGULATORY COMPLIANCE**

11.1. The Vendor must comply, in full, with Section 713.78, Florida Statutes;

11.2. Lee County Ordinance 17-01; and all pertinent regulatory regulations as amended accordingly, relating to the regulation of the recovery, towing and storage of motor vehicles.

11.3. Vendor shall employ qualified personnel to provide the services required by the Agreement.

11.4. All wreckers shall be equipped and conform to normal industry standards. The Vendor shall adhere to all road safety cautions and/or requirements by State or Federal law and/or guidelines.

#### **12. TOWING CLASSIFICATIONS**

12.1. Towing services under this Agreement, other than Unusual Recoveries, fall within one of the following categories.

- **Category 1: Cars and light trucks.** This shall cover the removal of any automobile or light truck up to 11,000 lbs. registered G.V.W.
- **Category 2: Medium duty trucks.** This shall cover the removal of any medium duty truck, tram type vehicles or other types of equipment or vehicles with a registered G.V.W. of 11,001 to 34,000 lbs.

- **Category 3:** Heavy duty trucks, buses, trailers or any type heavy equipment. This shall cover the removal of any heavy duty truck, buses, trailers or any type heavy equipment (i.e., motor graders) with a registered G.V.W. of 34,001 lbs. or more.
- **Category 4:** Moving of Heavy Equipment – Trailers i.e. Lowboys and Drop Deck Trailers. This shall cover typical construction equipment including but not limited to industrial equipment, track hoes, large front end loaders and transportation of generators. (Note: Must be able to transport generator in excess of 80,000 lbs.) This category shall be charged as an Hour Rate
- **Category 5:** Code Enforcement Tow. Removal of non-county abandoned vehicles and vehicles in violation of County Codes. May include towing of other types of equipment such as trailers, boats or other structures.

### 13. WRECKER AND TOWING EQUIPMENT

- 13.1. During the term of the Agreement, the Vendor shall continuously own or lease and have immediate access to a sufficient number of wreckers and related equipment to provide the services called for.
- 13.2. All towing accessories such as fire extinguishers, flares, floodlights, chains, ropes, dollies, slings, brooms, etc., shall be supplied with each wrecker furnishing services under this Agreement. Vehicles that do not have all proper weight tags and towing capacity tags will be considered non-compliant and will not be permitted to tow for the County.
- 13.3. Vendor shall ensure that all towing vehicles and equipment used in fulfilling the services under this Agreement are in full compliance with all applicable local, State and federal laws, rules and regulations.
- 13.4. Wreckers must conform to all FDOT and any other applicable requirements. The County reserves the right at any time to request copies of permits and registrations required to legally perform towing services in the State of Florida.
- 13.5. The wrecker operator shall have nothing on vehicles, buildings or correspondence that implies any official relationship between the wrecker operator and the County.

#### 13.1 Category 1: Class A wrecker with specifications and equipment as follows:

- A truck chassis with a manufacturer's rated capacity of at least 10,000 lbs. gross vehicle weight. A complete, commercially manufactured crane and winch having a manufacturer's rating of at least 4+ tons must be mounted on the chassis. Hand crank winches are not acceptable.
- A minimum of one hundred feet (100') of 3/8" cable.
- Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate shall be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- Dollies, one set per truck.
- Dual rear wheels.



- Vehicles equipped with wheel lifts or equivalents may also qualify as Class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.

**13.2 Category 1: Truck with roll-back or slide-back carrier with specifications and equipment as follows:**

- A minimum of a one ton truck with a sixteen foot (16') bed, dual rear wheels and one winch with an 8,000 pound capacity.
- A minimum of fifty feet (50') of 3/8" cable.
- A minimum of two (2) safety tie down chains ten feet (10') in length.
- Two (2) spot (flood) lights mounted on the rear.

**13.3 Category 2: Class B wrecker with specifications and equipment as follows:**

- A truck chassis with a manufacturer's rated capacity of at least 20,000 lbs. gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 10+ ton capacity mounted on the chassis.
- A minimum of one hundred feet (100') of at least 1/2" cable on each drum.
- A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate or tow sling is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- Dual rear wheels.

**13.4 Category 3: Class C wrecker with specifications and equipment as follows:**

- A truck chassis with a manufacturer's rated capacity of at least 30,000 lbs. gross vehicle weight (single axle), and 50,000 lbs. gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25+ ton capacity mounted on the chassis.
- A minimum of two hundred feet (200') of at least 5/8" cable on each drum.
- Air brakes so constructed as to lock the rear wheels automatically upon failure; and external air hookup and hoses to supply air to disabled vehicles.
- A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
- Dual rear wheels.
- See Exhibit A for bus and trolley specifications.

**13.5 Category 4: Moving of Heavy Equipment, (i.e. generator in excess of 80,000 lbs.), via trailers (e.g., lowboys and drop deck trailers:**

- Trailers must conform with and be sufficiently rated for the equipment being transported/hailed in accordance with all FDOT or other regulatory laws and restrictions.
- Must be able to move heavy equipment exceeding 10 feet in height on trailers that travel on U.S. roads and highways that have overpasses and/or bridges.
- Must be equipped with appropriately rated chains, binders, and/or other straps to secure the equipment for travel.
- Any/all required signage, lights, and/or flags as required and in accordance with all FDOT or other regulatory laws and restrictions.

**13.6 Category 5: Code Enforcement Tow.**

- Removal of non-County abandoned vehicles and vehicles in violation of County Codes. May include towing of other types of equipment such as trailers, boats or other structures.
- Care & Light Trucks (Up to and including 11,000 GVW)
- Medium Duty Truck (GVW of 11,001 to 34,000)
- Heavy Duty Trucks & Equipment (GVW of 34,001 or greater)

**14. DRIVER REQUIREMENTS**

- 14.1 The Vendor and all drivers shall maintain required State of Florida licensing and must be familiar with and comply with all applicable laws and regulations.
- 14.2 Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle and equipment.
- 14.3 Drivers shall be properly supervised, alert, and suitable for the work with no impairment from drugs or alcohol.

**15. ACCIDENT SITE CLEAN-UP**

- 15.1 The Vendor and all drivers shall provide accident site clean-up services, as necessary.

End of Scope of Work and Specifications Section

2. The Parties agree that the Exhibit B. Fee Schedule shall be superseded by the following:

<b>Towing Services for Lee County</b>			
<b>Category 1 - Cars and Light Trucks</b>			
Item	Description	Cost	Out of County per Mile (Outside of Lee County)
Hook up/Tow Charge	This fee includes the first 10-miles	\$ 75.00	\$ 4.00
After the first 10-miles	Cost per mile	\$ 3.00	
Service Call Jump	This fee includes first 10-miles	\$ 75.00	
Unusual Recoveries	(Some examples are multiple vehicle accident, overturned vehicle, winch out, etc.) Cost per truck per hour. Note: Lee County must be informed before any unusual recoveries are initiated. Hourly rate does not begin until truck arrives on scene and work begins. Hook-up and tow fees will be added if applicable. This fee includes the first 10-miles.	\$ 75.00	
Change Flat Tire w/ Spare	Includes all charges. Price per vehicle, this fee includes the first 10-miles.	\$ 75.00	
<b>Category 2 - Medium Duty Trucks</b>			
Item	Description	Cost	Out of County per Mile (Outside of Lee County)
Hook up/Tow Charge	This fee includes the first 10-miles	\$ 125.00	\$ 6.00
After the first 10-miles	Cost per mile	\$ 4.00	
Service Call Jump	This fee includes first 10-miles	\$ 4.00	
Pull Driveshaft	Cost per pull of driveshaft and secure for towing, no reinstallation	\$ 50.00	
Unusual Recoveries	(Some examples are multiple vehicle accident, overturned vehicle, winch out, etc.) Cost per truck per hour. Note: Lee County must be informed before any unusual recoveries are initiated. Hourly rate does not begin until truck arrives on scene and work begins. Hook-up and tow fees will be added if applicable. This fee includes the first 10-miles.	\$ 125.00	
Change Flat Tire w/ Spare	Includes all charges. Price per vehicle, this fee includes the first 10-miles.	\$ 125.00	
<b>Category 3 - Heavy Duty Trucks, Buses, Trailers, or Any Type of Heavy Equipment</b>			
Item	Description	Cost	Out of County per Mile (Outside of Lee County)
Hook up/Tow Charge	This fee includes the first 10-miles	\$ 220.00	\$ 6.00
After the first 10-miles	Cost per mile	\$ 5.00	
Service Call Jump	This fee includes first 10-miles		
Pull Driveshaft	Cost per pull of driveshaft and secure for towing, no reinstallation	\$ 50.00	
Unusual Recoveries	(Some examples are multiple vehicle accident, overturned vehicle, winch out, etc.) Cost per truck per hour. Note: Lee County must be informed before any unusual recoveries are initiated. Hourly rate does not begin until truck arrives on scene and work begins. Hook-up and tow fees will be added if applicable. This fee includes the first 10-miles.	\$ 220.00	
Change Flat Tire w/ Spare	Includes all charges. Price per vehicle, this fee includes the first 10-miles.		
<b>Category 4 - Moving of Heavy Equipment</b>			
Item	Description	Cost	Out of County per Mile (Outside of Lee County)
Moving	Moving of heavy equipment - trailers, i.e. lowboys and drop deck trailers hourly rate	\$ 125.00	\$ 5.00
<b>Category 5 - Code Enforcement Tow</b>			
Item	Description	Cost	
Code Enforcement Tow	Includes all charges: price per vehicle, this fee includes maximum 5 days of storage	\$300.00	
Storage Fee	Beginning day 6 following code enforcement tow, per day	\$35.00	
<b>Miscellaneous - Site Clean Up</b>			
Item	Description	Cost	
Accident Clean Up	Cleaning up the area after an accident takes place	\$25.00	
Speedy Dry	Product used to clean up fluids at accident sites	\$25.00	
Dollies or Skates	Unique tools used to move vehicles	\$25.00	



IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective parties hereto.

DATED this 24 day of January, 2021 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker

Mary G. Tucker

Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY: Quadrado

County Attorney's Office

DATED this 24 day of November, 2021 by A Budget Towing, LLC

ATTEST:

BY: Mark Taylor

Authorized Signature

Kelly M Pink  
(Witness)

Mark Taylor  
Authorized Signature Printed Name



President  
Authorized Signature Title

CORPORATE SEAL: