

## AGREEMENT FOR TOWING SERVICES

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and A Budget Towing, LLC, a Florida limited liability company, whose address is 2169 Andrea Lane, Fort Myers, FL 33912, and whose federal tax identification number is 61-1560118, hereinafter referred to as "Vendor."

### WITNESSETH

**WHEREAS**, the County intends to purchase towing services from the Vendor in connection with "Towing Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B200418AEJ on December 4, 2020 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on February 10, 2021; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

#### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1-14, Scope of Work and Specifications of B200418AEJ, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

#### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole

or in part, for a renewal term or terms not to exceed the initial Agreement term of three years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting

party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:



Vendor's Representative:

County's Representatives:

Name: Mark E. Taylor

Title: Manager

Address: P.O. Box 152354  
Cape Coral, FL 33915

Telephone: 239-288-7603

Facsimile: 239-288-7629

E-mail: abudgettowingllc@yahoo.com

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u>	<u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: [Signature]  
Print Name: Stephanie Rivera

**A BUDGET TOWING, LLC**  
Signed By: [Signature]  
Print Name: Mark Taylor  
Title: Owner  
Date: 2/19/2021

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR  
DATE: 04/27/21

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]  
DEPUTY CLERK



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS**

### **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.

End of Scope of Work and Specifications Section

**EXHIBIT B  
FEE SCHEDULE**

<b>Towing Services for Lee County</b>			
<b>Category 1 - Cars and Light Trucks</b>			
<b>Item</b>	<b>Description</b>	<b>Cost</b>	<b>Out of County per Mile (Outside of Lee County)</b>
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. <i>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.</i>	\$ 75.00	
Change Flat Tire w/ Spare	Includes all charges. Price per vehicle, this fee includes the first 10-miles.	\$ 75.00	
<b>SUBTOTAL: CATEGORY 1</b>		<b>\$</b>	
<b>Category 2 - Medium Duty Trucks</b>			
<b>Item</b>	<b>Description</b>	<b>Cost</b>	<b>Out of County per Mile (Outside of Lee County)</b>
Hook up/Tow Charge	This fee includes the first 10-miles	\$ 125.00	\$ 5.00
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. <i>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.</i>	\$ 125.00	
Change Flat Tire w/ Spare	Includes all charges. Price per vehicle, this fee includes the first 10-miles.	\$ 125.00	
<b>SUBTOTAL: CATEGORY 2</b>		<b>\$</b>	<b>433.00</b>



**Category 3 - Heavy Duty Trucks, Buses, Trailers, or Any Type of Heavy Equipment**

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. <i>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.</i>	\$ 220.00	
Change Flat Tire w/ Spare	Includes all charges. Price per vehicle, this fee includes the first 10-miles.	\$ -	
<b>SUBTOTAL: CATEGORY 3</b>		<b>\$</b>	<b>495.00</b>

**Category 4 - Moving of Heavy Equipment**

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	\$ 4.00
<b>SUBTOTAL: CATEGORY 4</b>		<b>\$</b>	<b>125.00</b>

**Category 5 - Code Enforcement Tow**

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>SUBTOTAL: CATEGORY 5</b>		<b>\$ 300.00</b>

**BID SUMMARY**

**PROJECT TOTAL: \$ 1,656.00**

# EXHIBIT C

## INSURANCE REQUIREMENTS

VER.11-10-19

### INSURANCE GUIDE



### Lee County Insurance Requirements including Garagekeepers

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

a. **Commercial General Liability/Garage/Garage Keepers/ On-Hook Legal Liability**

- Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

*\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

**Verification of Coverage:**

a Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- **The certificate holder shall read as follows:**

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.*

**Special Requirements:**

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

**EXHIBIT D**

**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 2/19/2021

  
Signature

STATE OF FL  
COUNTY OF Lee

Mark Taylor/owner  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of February, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: FL DL T460-565-63-457-0.

[Stamp/seal required]

  
Signature, Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2021

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

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

<b>PRODUCER</b> Chase Insurance Agency, Inc 333 N W 70 Ave; #108 Plantation FL 33317	<b>CONTACT NAME:</b> Aileen Deyoung	
	<b>PHONE (A/C, No, Ext):</b> 954-792-4300	<b>FAX (A/C, No):</b> 954-791-9344
<b>E-MAIL ADDRESS:</b> aileen@chaseinsurance.net		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> A-Budget Towing LLC Budget Roadside 2169 Andrea Ln Ft Myers FL 33912	<b>ABUDG-1</b>	<b>INSURER A:</b> Progressive Express Ins Co 10193
		<b>INSURER B:</b> Granada Insurance Co 16870
		<b>INSURER C:</b> Lloyds Of London
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1224711063

REVISION NUMBER:

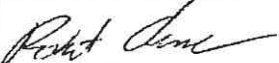
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		01870750-0	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		0110FL00031567	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury \$ 10,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C A	Motor Truck Cargo Garage Keepers Legal Liability		B1136P05009-20 01870750-0	3/1/2020 3/1/2020	3/1/2021 3/1/2021	Ded 1,000 100,000 Ded 500 100,000

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

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**CERTIFICATE HOLDER****CANCELLATION**

Lee County Board of County Commissioners PO Box 398 Ft Myers FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2021

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

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

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID: (Howard) c/o Howard Leasing, Inc. 6302 Manatee Ave. W Bradenton, FL 34209	<b>CONTACT NAME:</b> Sondra Kelly <b>PHONE (A/C, No, Ext):</b> 941-761-7704 <b>E-MAIL ADDRESS:</b> skelley@howardleasinginc.com	<b>FAX (A/C, No):</b> 941-761-7706	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Howard Leasing, Inc Howard Leasing II, LLC. Howard Leasing III, Inc.; Howard Leasing IV, Inc. Howard Leasing V, Inc. 6302 Manatee Avenue West, Suite K Bradenton FL 34209	<b>INSURER A:</b> SUNZ Insurance Company		34762
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		


**COVERAGES** **CERTIFICATE NUMBER: 60225972** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC013-00001-020 WC013-00001-019	5/1/2020 5/1/2019	5/1/2021 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: A Budget Towing LLC  
 Location Effective: 7/28/2017  
 Project Location: Lee County

<b>CERTIFICATE HOLDER</b> 2299 Lee County Board of County Commissioner PO Box 398 Fort Myers FL 398	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Rick Leonard
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