

**AGREEMENT FOR  
TOWING SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, 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 corporation whose address is 2169 Andrea Ln., 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 for Lee County" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B170268DKR on May 26, 2017; 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 October 2, 2017; and,

**WHEREAS**, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such 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 services for the Purchase. A more specific description of the Purchase scope of services is set forth in the Scope of Work and Specifications for Lee County, Florida Detailed Specifications for B170268DKR section, said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170268DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as

specified in the Scope of Work and Specifications upon the written approval of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods.

- 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 Solicitation No. B170268DKR, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 nonappropriation 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 address indicated on the purchase order 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 A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**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, [publicrecords@leegov.com](mailto:publicrecords@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.

#### **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.

- 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 fifteen (15) 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. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **XV. 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 Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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. 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:	<u>Mark Taylor</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>	
Title:	<u>Owner</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>	
Address:	<u>2169 Andrea Lane</u> <u>Ft. Myers, FL 33912</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>		
Telephone:	<u>239-288-7603</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>	
Facsimile:	<u>239-288-7629</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>	
E-mail:	<u>ABudgetTowingLLC@yahoo.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>	

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.



- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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 No. B170268DKR
  - 4. Vendor's Submittal in Response to Solicitation No. B170268DKR

[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:

**A BUDGET TOWING, LLC**

Signed By: Andrea Taylor

Signed By: Mark Taylor

Print Name: Andrea Taylor

Print Name: Mark Taylor

Title: Owner/Mgr.

Date: 10/10/2017

**LEE COUNTY**

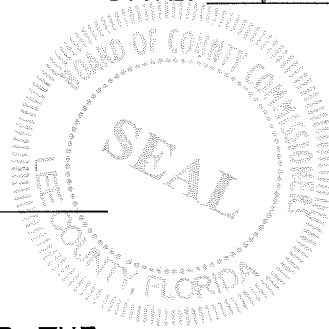
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 12-11-17

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 LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

**1. GENERAL SCOPE OF WORK**

Lee County intends for the purpose of establishing adequate, prompt, and efficient towing services for County owned and operated vehicles and equipment; including code enforcement violation vehicles, 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 require the use of lowboy or drop deck trailers.

**2. BASIS OF AWARD**

The bid shall be awarded to the responsive and responsible vendor submitting the lowest total bid price per each category as the primary vendor and the second lowest total bid price per category as the secondary vendor. The County intends to purchase from the primary vendor per each category unless the primary vendor is unable to provide services awarded or unable to provide services awarded in a timely manner as specified herein, then the County would purchase the services from the secondary vendor per category accordingly. A bidder can bid one or more category, but is not obligated to bid all four categories.

Lee County reserves the right, at the Procurement Director's discretion, not to award certain items listed.

**3. ESTIMATED NUMBER OF CALLS**

Lee County does not guarantee that a minimum number of tows will occur. Contractors should be aware that the tow services will be used on an as-needed basis.

**4. DESIGNATED CONTACT**

The awarded vendors shall appoint a person or persons to act as a primary contact with Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this solicitation.

**5. COMPLETION OF WORK**

Should a bidder receive an award of more than one (1) category, equipment requirements may be adjusted, provided that equipment offered is determined by the County to be capable of satisfactorily performing under the resulting agreement.

All equipment required under a resulting agreement shall be subject to review and evidence as to its operating efficiency. Award will not be made to a vendor should the County determine the quality of its equipment to be inadequate to services the County's towing needs. The County representative may inspect vehicles prior to award and check the following: condition of tires; check for oil leaks; load capacity tags; operation of equipment (winches, booms, etc.); condition of equipment necessary to tow safely such as chains, straps, etc. The County also reserves the right to inspect and approve all equipment at various intervals during the term of the resulting agreement. Failure to promptly correct deficiencies of required equipment shall be considered just cause to cancel the agreement.

All wreckers will be equipped and conform to normal industry standards. All appropriate road safety cautions and/or requirements by State or Federal guidelines shall be adhered to.

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

**6. LICENSING AND CERTIFICATION**

It shall be the responsibility of the contractor(s) 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.

**7. DEMONSTRATION REQUIREMENTS**

The right is reserved to require a demonstration of a bidder's ability to perform towing services on particular vehicle(s) prior to award of contract. Demonstration may be performed on County property or at the bidder's site; whichever is deemed appropriate by the County, at no additional charge.

**8. HOURS OF OPERATION**

**CONTRACTOR(s)** – The contractor(s) hereby agrees to furnish operators when called and said operators shall be available at all time for towing-24 hours a day, 7 days a week. It is further agreed that the successful bidder will relieve qualified operator of their duties when the County requests towing service. It is agreed that failure of the successful bidder(s) to have this business properly manned shall not be adequate excuse for failure to promptly respond to the County's towing requests. The Bidder further agrees that any employee deemed by the County as unsuitable shall no longer perform wrecker services under the terms of this agreement. The Operator will consult with County employees when towing vehicles of a technical nature (i.e., service trucks, step vans, fire engines, etc.) in order to eliminate risk of damage to vehicle. The operator/officer of the County vehicle will determine if the vehicle will be towed in the event of a conflict relating to the possibility of further damage to a vehicle already damaged.

The awarded vendor(s) 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 awarded vendor and does not receive a live answer, the County may proceed to contact the secondary service provider.

**TIME IS OF THE ESSENCE**-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 contract/agreement. The County will contact the primary service provider when services are needed. Voicemail is not acceptable. If the County contacts the primary and receives voicemail, the County has the right to then contact the secondary service provider. Contractor is subject to call 24-hours per day, 365 days per year. Additional charges are not permitted for after hours, or holiday calls under normal circumstances, contractor(s) shall be required to arrive at the towing site within one (1) hour of initial service call. If a Contractor cannot respond within the 1 hour it should be stated during the initial call and the County agency may allow additional time if agreeable. 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 service provider for service, and will not be responsible for any expenses incurred by the primary. In this instance, if the primary shows up after the secondary has been called; the primary will be turned away at no expense to the County.

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

**9. DELIVERY OF TOWED VEHICLE**

Delivery shall be to any County facility within Lee or Hendry Counties or to any service center or storage lot, including the towing company's lot, within Lee County as designated by the requesting County agency.

Exact location will be given at time of request.

**10. TICKETS**

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.

**11. EQUIPMENT PICTURES**

It is requested that bidders provide pictures of their wrecker equipment with their bid submittal.

**12. CODE ENFORCEMENT**

Code Enforcement service will primarily 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 structures.

The fees related to Code Enforcement are Filin and per day storage. Per day storage fee will not exceed 5 days.

**13. UNUSUAL RECOVERIES**

The following rules apply to Unusual Recoveries:

- Contact Lee County for approval. Lee County may approve or reject the request for payment on a case-by-case basis.
- Billing only begins upon commencement of work. Should truck arrive on-site, but have a need to wait for another truck to arrive on-site, you may not bill for the 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.
- No hourly wages for employees are to be billed. Any costs must be built into your cost per truck, per hour cost.
- 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 will be required to obtain approval from the appropriate fleet personnel 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.

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

**14. Labor per Hour**

This line item is not to be used with the hook up/tow charge fee for the first 10 miles. This fee is to be approved by the County designee.

**15. REGULATORY COMPLIANCE**

The successful contractor must comply, in full, with Section 713.78, Florida Statutes; Lee County Ordinance 13-19; and all pertinent regulatory regulations as amended accordingly, relating to the regulation of the recovery, towing and storage of motor vehicles.

The contractor shall be licensed in the State of Florida for a minimum of three years and must be familiar with and comply with all applicable laws and regulations. Contractor shall employ qualified personnel to provide the services required in the invitation to bid. All drivers shall be properly licensed and shall operate the wreckers in a safe and prudent manner.

**16. TOWING WEIGHT CLASSIFICATIONS**

Bidders must be capable of providing towing service(s) for one or more of the following towing 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 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.

**17. WRECKER AND TOWING EQUIPMENT**

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. All bidders must indicate on the enclosed questionnaire a list of all equipment you propose to use under this agreement if awarded.

(Note: All descriptions are per Florida Highway Patrol (FHP) requirements. The latest applicable requirements, if different from those listed below, shall take precedence.) All tow vehicles under this bid shall meet the following specification and include/carry the following equipment.

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

1. Sirens on wreckers are prohibited.
2. The name, address and telephone number of the wrecker operator must be professionally lettered and painted in a conspicuous place on both sides of the truck. The name must be in letters at least three inches (3") high and the address and telephone number shall be at least one inches (1") high. Magnetic or removable signs or placards are not acceptable.
3. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by Florida Statutes.
4. There shall be rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
5. Dollies shall be carried on all trucks, except Class B and C and roll-back carriers.
6. At least one (1) heavy duty push broom with a minimum width of twenty-four inches (24").
7. Flood lights on the hoist.
8. One (1) square shovel.
9. One (1) axe.
10. One (1) crowbar or pry bar with a minimum length of 30".
11. Minimum of one (1) 5 lb. carbon dioxide or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have attached a current inspection tag.
12. One (1) pair of bolt cutters with a minimum 1/2" opening.
13. One (1) set of jumper cables.
14. One (1) flashlight.
15. One (1) set of red reflectors.
16. Five (5) 30-minute fuses.
17. One (1) snatch block for each winch, manufacturer's rating to match winch (except roll-back carrier).
18. One (1) set of scotch blocks for wheels or hydraulic rear extendable scotch blocks (Class B and C trucks only).
19. External air hookup and hoses, Class C trucks.
20. Extra towing chain; six to eight feet (6-8') with hooks.
21. Minimum of three (3) safety cones or triangle reflectors.

## **EXHIBIT A**

### **SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR B170268DKR**

22. All trucks shall be equipped with a business type communication radio which has been licensed and approved by the Federal Communications Commission. The mobile radio shall enable the wrecker operator to communicate with his area of operations from any point within Lee County. A citizens band radio is not acceptable.
23. One (1) 4-way lug wrench.
24. Fifty (50) pounds of sand or equivalent.

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.

#### **18. Category 1 Class A wrecker with specifications and equipment as follows:**

1. 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.
2. A minimum of one hundred feet (100') of 3/8" cable.
3. 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.
4. Dollies, one set per truck
5. Dual rear wheels.
6. Vehicles which are 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.

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

1. 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.
2. A minimum of fifty feet (50') of 3/8" cable.
3. A minimum of two (2) safety tie down chains ten feet (10') in length.
4. Two (2) spot (flood) lights mounted on the rear.

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

1. 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.



**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

2. A minimum of one hundred feet (100') of at least 1/2" cable on each drum.
3. 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.
4. Dual rear wheels.

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

1. 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.
2. A minimum of two hundred feet (200') of at least 5/8" cable on each drum.
3. 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.
4. 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.
5. Dual rear wheels.

See Exhibit A for bus and trolley specifications.

Note: All wreckers shall have a number painted on both sides of the cab. The number shall be painted in contrasting color and be at least three inches (3") in height. The same number on two or more vehicles is prohibited.

The wrecker operator shall have nothing on vehicles, buildings or correspondence that implies any official relationship between the wrecker operator and Lee County.

**Category 4 Moving of Heavy Equipment – Trailers i.e. Lowboys and Drop Deck Trailers**

1. 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.
2. Must be equipped with appropriately rated chains, binders, and/or other straps to secure the equipment for travel.
3. Any/all required signage, lights, and/or flags as required and in accordance with all FDOT or other regulatory laws and restrictions.

**19. DRIVER REQUIREMENTS**

The contractor shall be licensed in the State of Florida for a minimum of three years and must be familiar with and comply with all applicable laws and regulations.

Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED**  
**SPECIFICATIONS FOR B170268DKR**

Drivers shall be properly supervised, alert, and suitable to the work with no impairment from drugs or alcohol.

End of Section

Referenced Documents

The following documents are some of the local regulations when it comes to towing. These documents are not inclusive; they are listed here for quick reference. There may be additional regulations that you may need to look up.

- 2) Lee County Ordinance 13-19/ Section 24-96
- 3) Florida Statute 713.78
- 4) Florida Statute 125.0103, 316.193, 713.78, 715.07
- 5) Florida Administration Code Rule 15B-9
- 6) City of Bonita Springs Ordinance 13-17 and 13-16
- 7) City of Cape Coral Ordinance Chapter 12:
  - X. Towing and Immobilization of Vehicles or Vessels Parked on Private Property
  - XI. Law Enforcement Requested Towing of Vehicles or Vessels
- 8) City of Fort Myers Ordinance 3527 and 3560/ Chapter 86
- 9) City of Sanibel Ordinance 00-06
- 10) Fort Myers Beach Ordinance 97-16

End of Scope of Work and Specifications Section

**EXHIBIT B  
FEE SCHEDULE**

Type of Vehicle	Cost	
<b>PRIMARY Category 1- Towing any automobile or light truck up to 11,000 lbs. registered G.V.W. front</b>		
Hook up/ Tow Charge - This fee includes the first 10 miles	\$60.00	Out of County \$0.00 per mile
Cost per mile after the first 10 miles	\$1.00	
Service Call Jump - this fee includes first 10 miles.	\$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.	\$60.00	
Change flat tire with spare, includes all charges. Price per vehicle, This fee includes the first 10 miles.	\$50.00	
Use of Air Bags Notes Air Bags are only to be used with approval of County's on site supervisor or appropriate fleet contact.	\$50.00	
<b>PRIMARY Category 2 Towing medium size trucks or other types of equipment or vehicles with a registered</b>		
Hook up/ Tow Charge - This fee includes the first 10 miles	\$75.00	Out of County \$3.00 per mile
Cost per mile after the first 10 miles	\$1.00	
Service Call - Jump- This fee includes the first 10 miles.	\$50.00	
Pull Driveshaft	\$25.00	

**EXHIBIT B  
FEE SCHEDULE**

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 with spare, includes all charges. Price per vehicle. This fee includes the first ten miles.	\$50.00	
Use of Air Bags Notes Air Bags are only to be used with approval of County's on site supervisor or appropriate fleet contact.	\$100.00	
<b>SECONDARY Category 3 for towing large trucks, buses and trolleys or any type heavy equipment (i.e., motor graders) with a registered G.V.W. of 34,001 lbs. or more.</b>		
Hook up/ Tow Charge-This fee includes the first ten miles.	\$220.00	Out of County \$4.00 per mile
Cost per mile after the first 10 miles.	\$1.00	
Service Call - Jump- This fee includes the first 10 miles.	\$50.00	
Pull Driveshaft	\$0.00	
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 with spare, includes all charges. Price per vehicle. This fee includes the first 10 miles.	\$50.00	

**EXHIBIT B  
FEE SCHEDULE**

Use of Air Bags Notes Air Bags are only to be used with approval of County's on site supervisor or appropriate fleet contact.	\$500.00	
<b>PRIMARY Category 4</b> Moving of Heavy Equipment – Trailers i.e. Lowboys and Drop Deck Trailers Hourly Rate	\$100.00	Out of County \$4.00 per mile
<b>SECONDARY Category 5 - Code Enforcement</b>	\$60.00	
Filing Fees- Code Enforcement Price Per Vehicle	\$50.00	
Per Day Storage Fee- Not to exceed 5 days, Code Enforcement Price Per Vehicle	\$20.00	

- Toll charges on any service are a pass through cost.
- Removal of Drive Shaft and/or Axle Shaft should be done only when necessary to properly and safely recover the vehicle and to deliver it to the the County Vehicle Maintenance Facility or County designated Service Facility.
- Hourly rates for category 4 do not begin until the truck arrives on scene and work begins.

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:**

*Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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 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)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

**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."

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**Verification of Coverage:**

1. 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:

a. 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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2017

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>E-MAIL ADDRESS:</b> aileen@chaseinsurance.net	<b>FAX (A/C, No):</b> 954-791-9344
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ABUDG-1 A-Budget Towing LLC Budget Roadside 2169 Andrea Lane Fort Myers FL 33912	<b>INSURER A :</b> Northfield Insurance Company	27987
	<b>INSURER B :</b> Oak River Insurance Company	34630
	<b>INSURER C :</b> Burlington Insurance Co	23620
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 192075648                      **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.

INSTR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: BI/PD DED.		WS308784	3/1/2017	3/1/2018	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
							\$1,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		04TRM021480-01	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						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 <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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B C	On-Hook & Cargo Garagekeepers Legal Liability		04TRM021480-01 888B000243	3/1/2017 3/1/2017	3/1/2018 3/1/2018	1,000 Ded 500/2,500 Deductible	150,000 100,000

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.

<b>CERTIFICATE HOLDER</b>  Lee County Board of Commissioners P.O. Box 398 Fort Myers FL 33902	<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 