

**CITY OF PORT SAINT LUCIE
CONTRACT #20190108**

This CONTRACT FOR CITYWIDE TOWING SERVICES, executed this 15th day of October, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and KAUFF'S TOWING OF FT. PIERCE, INC., 8920 Glades Cut Off Road, Port St. Lucie, Florida 34986, Telephone No. (772) 466-0800 Fax No. (772) 466-7812 hereinafter called "CONTRACTOR" or "Provider", party of the second part.

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, the CONTRACTOR is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a CONTRACTOR and CONTRACTOR desires to contract with the City for the CONTRACTOR to provide Citywide Towing Services as outlined in the terms and conditions herein; and

WHEREAS, CONTRACTOR is qualified, willing and able to provide the Statement of Work for Citywide Towing Services on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Statement of Work and provide Citywide Towing Services as specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Firm/Contractor: Francis G. Russell, President
Kauff's Towing of Ft. Pierce, Inc.
8920 Glades Cut Off Road
Port St. Lucie, FL 34986
Telephone: 772-466-0800 / Fax: 772-466-7812
E-mail: bhunter@kauffstowing.com

City Contract Administrator: Robyn Holder, CPPB
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-344-4293 / Fax: 772-871-7337
E-mail: rholder@cityofpsl.com

City Project Manager: Ms. Melissa Jungjohan, Office Manager
Police Department
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone: 772-344-4278 Fax: TBD
Email: mjungjohan@cityofpsl.com

SECTION III

STATEMENT OF WORK

3.0 SCOPE OF SERVICES

The City seeks Contractor(s) who have extensive experience and qualified to provide citywide towing services for the City of Port St. Lucie Police Department. A demonstrated track record of operational safety and compliance with the State of Florida Wrecker Operator Requirements as outlined in the *State Statute § 323.002* is required. Additionally, the owner / operator and all drivers must be able to pass a comprehensive background check, hold a valid Florida Driver's License, and possess the proper equipment as outlined in the proposal. The awarded Contractor must be able to pass an inspection of their equipment and facilities, and a review of all County, Local, and/or State operating licenses and required insurance coverage, along with any other criteria the City deems necessary for the determination of suitability to perform the required services.

Contractor(s) must have the necessary organizational structure, experience, capital and equipment to carry out the provisions of the Contract to the satisfaction of the City.

3.1 Office/Storage Facility Requirements - Contractors office shall have a sign that identifies it to the public as a towing/wrecker service establishment. The sign must be painted with letters of at least four (4) inches in height and placed so it is clearly visible to the public.

- 3.1.1** Contractors' office and storage facility must be located within the Port St. Lucie City Limits. The southern portion of St. Lucie County that, for postal purposes, is considered to have a Port St. Lucie address (presently south of Midway Road and having a zip code of 34986, 34983, 34984, 34952, and 34953).
- 3.1.2** Contractors shall provide storage facilities, which shall be maintained at the operator's place of business. These facilities must be fenced and locked for the protection of vehicles, and property fencing shall be chain-link or solid-wall type and at least six (6) feet high, lighting of the storage facilities is required.
- 3.1.3** All vehicles impounded/towed pursuant to these specifications, unless otherwise directed by the vehicle owner or the City shall be towed to/impounded at the office and storage yard required pursuant to 3.3.2 above.
- 3.1.4** The towing/wrecker service operator shall provide storage for all impounded/towed vehicles in the outside storage area unless specific instructions are given by the police department or owner. Outside storage will be either paved or covered with a shale rock substance to prevent large standing pools of water or mud.

- 3.1.5 If required for investigative purposes at the direction of the investigating officer, the operator shall move the vehicle(s) to a designated area for processing prior to storage. In such cases, the operator will not release the vehicles until all authorized charges, as authorized by the department, have been met.
- 3.1.6 The towing/wrecker service company shall not change the type of storage facility (inside or outside) afforded a vehicle without written permission of the department.
- 3.1.7 The towing/wrecker service company shall not change the storage facility location without first notifying the department.
- 3.1.8 The storage facility must be owned or leased solely by the towing/wrecker service company.
- 3.1.9 A minimum of twenty (20) storage spaces, as minimum of two (2) inside storage spaces, and three (3) wide storage spaces must be available.
- 3.1.10 Service bays or repair bays do not qualify as inside storage, nor does any area that is utilized for any activity other than permanent inside storage.
- 3.1.11 Inside storage areas must be able to be secured to prevent tampering with stored vehicles.

3.2 Inspections of Vehicles

- 3.2.1 The registered owner of a vehicle or the owner representatives including any tow company hired by the owner, or the owner's designated repair facility or owner's insurance adjuster, upon proper identification, shall be permitted to inspect or photograph stored vehicles during the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, including holidays. The operator will not require the owner, adjuster, or representative to pay any fee in order to inspect or photograph the stored vehicle.
- 3.2.2 Any vehicle which is being held under police ordered impound may be viewed and photographed; however, no item may be removed or tampered with from the vehicle under any circumstances. Vehicles involved in a fatality and sealed by the Traffic Homicide Investigator shall remain intact until the seals are removed by the investigator. If no fatality occurred, then the vehicle and property may be released by the operator upon valid proof of ownership once the hold is released.

3.3 Inventory Property/Release of Property

- 3.3.1 A copy of an inventory prepared by the police department of all personal property found in a wrecked, disabled, or abandoned vehicle shall be provided to the towing/wrecker service operator. The towing/wrecker service operator shall permit removal of such property by the vehicle owner or their agent from the vehicle during normal business hours. A signed receipt for each item removed shall be obtained. Personal property is described as any item not affixed to the vehicle, which was in the vehicle at the time of the tow.
- 3.3.2 In the event the vehicle owner lives out of state, a copy of a notarized letter from the owner authorizing release to an individual shall be required.
- 3.3.3 In the event of vehicles stored where a "No Hold" order has been placed, the operator will directly release any vehicle upon presentation of reasonable proof of identification and ownership to the owner

or his agent including any tow company hired by the owner or the owner's designated repair facility. A copy of a lease agreement, registration form, or title will suffice as proof of ownership.

- 3.3.4** Should it become necessary that personal property be removed from a vehicle, or a vehicle is released when the storage facility is closed, or on an official holiday, the operator will be required to do so and may charge a fee not to exceed \$25.00.

3.4 Abandoned/Junk Vehicles

- 3.4.1** The Contractor will respond for removal of abandoned or junk vehicles

- 3.4.2** Abandoned or junk vehicles will remain in the custody of the tow service until legally acceptable for destruction, sale, or transfer, pursuant to Chapter 713, Florida Statutes.

3.5 Hours of Service –The primary storage facility must be open, or an employee on immediate call, 24 hours a day, seven days a week, including holidays.

3.6 Response Time

- 3.6.1** Unless called by a vehicle owner, the contractors towing service shall only respond to accidents or remove vehicles involved in an accident within the department's jurisdiction, pursuant to a call from the police department or St. Lucie County Emergency 911 Center. In the event of a call to the towing/wrecker service operator from a vehicle owner the service will first clear the call with 911 before proceeding to prevent duplicate calls.

- 3.6.2** Contractors towing/wrecker service operators must arrive on the scene within thirty (30) minutes of the call from the police department or St. Lucie County Emergency 911 Center.

3.6 Telephone/Communications Contact – The Contractors towing/wrecker service operators shall have no more than one (1) day and one (1) nighttime number. The towing/wrecker service company will notify the department of any change in telephone numbers.

- 3.6.1** Contractor shall maintain a telephone communications system to answer calls from the department or 911 on a 24 hour a day basis.

- 3.6.2** Pagers for the purpose of contact are not allowed under these specifications.

- 3.6.3** If an answering service is utilized, the towing/wrecker service operator must contact the department or 911 within five (5) minutes after the call was received by the answering service.

3.7 Specialized Requests – The City reserves the right, in the event of a specialized recovery or requirements not otherwise able to be met by the towing/wrecker service operators, to request specialized recovery equipment from another towing/wrecker service.

3.8 Multiple Requests for Service - In the event of multiple car accidents involving multiple disabled vehicles, the towing/wrecker service operator will be advised of the number of tow trucks required to separately remove each vehicle.

3.9 Prohibited Equipment - It is prohibited for any towing/wrecker service to have installed or utilize a siren of any nature in order to respond to calls.

3.9.1 Blue or red strobe lights on any towing/wrecker service are prohibited in accordance with state statutes. Florida Statutes Section 316.2397 regarding prohibited lights will be complied with at all times.

3.9.2 It is prohibited for any tow vehicle or the business establishment maintained by the operator to have on any vehicle, building, or correspondence any lettering or symbol which would imply an official relationship between the service and the City.

3.10 Operators Permits - All towing/wrecker service operators and drivers must have in their possession a valid Florida Operator's permit as required by the Florida law for the operation of any vehicle to be driven. Drivers are to be photographed and fingerprinted by the City. Drivers must also carry and display an identification card issued by the police department indicating the driver has met requirements of the department.

3.11 Change of Personnel/Equipment - The towing/wrecker service shall notify the Police Department within five (5) days of any change in the status of drivers, wreckers, unit numbers, insurance coverage, or other changes relating to the ownership or management of the business.

3.12 Site Clean Up - Towing/wrecker service operators shall sweep glass from the roadway and remove all debris and hazards from the scene and comply with the requirements of Section 316.2044 (2), Florida Statutes. Each site clean-up will be accomplished by the operator towing that specific vehicle. Responsibility for debris from the towed vehicle lies with the towing/wrecker service operators.

3.13 Required Equipment - All tow vehicles shall be equipped with a business type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each vehicle. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio/telephone shall enable the towing/wrecker service operator to communicate with his area of operations from any point within St. Lucie County. A citizen's band radio does not meet this requirement.

3.13.1 Wreckers shall be inspected yearly by a representative of the police department and shall be issued a decal indicating the wrecker has met all requirements as set forth below. This decal shall be placed on the left side of the windshield.

Specifications on all tow vehicles (all classifications) shall include the following:

- a. A cradle, tows plate, or tow sling to pick up vehicles. The cradle, tow plate, or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage vehicle to be towed.
- b. Dual rear wheels.
- c. Clearance and marker lights and other equipment as required by Chapter 316, Florida Statutes.
- d. A rotor beam or strobe light, amber in color, mounted on the wrecker in such a manner that it may be seen from the front, rear, and both sides.

- e. The name and telephone number of the operator must be painted or permanently affixed in a conspicuous area on both sides of the vehicle as required by Section 713.78 (7), Florida Statutes. A unit number shall be painted on each vehicle. The same unit number on two or more wrecker vehicles is prohibited.

The size of the letting is to be as follows:

- a. The name must be in letters at least three (3) inches in height.
- b. The address and telephone number must be at least one (1) inch in height.
- c. The unit number must be three (3) inches in height.
- d. Magnetic or removable signs will not meet these requirements.

Additional required equipment on each vehicle will include:

- a. One square shovel.
- b. One axe.
- c. One crowbar or pry bar with a minimum length of thirty (30) inches.
- d. Minimum of one (1) five-pound CO (2) or dry chemical fire extinguisher or equivalent. Must be approved type and have current inspection tag attached.
- e. One pair bolt cutter with a minimum opening of ½ inch.
- f. One set of jumper cables.
- g. One four-way lug wrench.
- h. One flashlight.
- i. One snatch block for each winch with manufacturer's rating to match the winch.
- j. Extra towing chain, six to eight feet in length, with hooks.
- k. At least three (3) safety cones or triangle reflectors.
- l. Two (2) bags of oil dry.
- m. One (1) broom.
- n. A reflective safety vest to be worn at all times by the towing/wrecker service operator at the scene.

3.14 Wrecker Requirements – The towing/wrecker service company must have at least one (1) Class A Wrecker.

Class A - Wreckers:

Wreckers involved in the removal of cars and light trucks weighing 10,000 pounds gross vehicle weight or less must have a truck chassis with a manufacturer rated capacity of at least 10,000 pounds gross vehicle weight. A complete commercially manufactured boom and winch(es) having a combined rating of four (4) tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

Winches will include:

- a. A minimum of one hundred (100) feet of 3/8 inch cable.
- b. Dollies.
- c. Flood lights on the hoist.

A roll back or slide back carrier trailer shall meet the following requirements:

- a. Be a commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a sixteen (16) foot bed.
- b. Have a winch with at least an 8,000-pound capacity.
- c. Have a minimum of 50 feet of 3/8-inch cable.
- d. Brake and trailer lights which meet the minimum statutory requirements of Florida law.
- e. Safety chains.
- f. Must be towed by and used in conjunction with an approved wrecker vehicle that meets or exceeds the class of vehicle to be towed.

Class B - Wreckers:

For removal of medium duty trucks or vehicles weighing 20,000 gross vehicle weight or less, wreckers must have:

- a. A truck chassis with a manufacturer rated capacity of a least 20,000 gross vehicle weight. A complete, twin-winch commercially manufactured boom and winches having a manufactured combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved operator.
- b. A minimum of one hundred (100) feet of at least ½ inch cable on each drum.
- c. One set of snatch blocks for wheels or hydraulic rear-extendible scotch blocks.

- d. Flood lights on the hoist.
- e. Vehicle will be equipped with air brakes.

Class C - Wreckers:

A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks must have, a complete twin-winch, commercially manufactured boom and winches having a commercially manufactured combined rating of at least 25-ton capacity mounted on the chassis in addition to:

- a. A minimum of two hundred (200) feet of at least 5/8-inch cable on each drum.
- b. Air brakes so constructed as to lock the rear wheels automatically upon failure.
- c. Extended air hookup; and hoses to supply air to disabled vehicles.
- d. One set of snatch blocks for wheels or hydraulic rear-extendible snatch blocks.
- e. Flood lights on the hoist.

3.15 Fee Schedule:

- 3.15.1** Please refer to the St. Lucie County (Sec. 46-78. – Fees) mandated and adopted fee structure as attached. This will serve as the allowable maximum amount that can be charged for towing / wrecker services, and will serve as the official cost response for the proposal in addition to any value-added offerings to the City of Port St. Lucie.
- 3.15.2** A fee of \$35.00 may be charged to cover administrative and clerical costs to comply with Florida Statutes, Chapter 713 in placing a lien on a vehicle to recover towing charges and/or ownership of a vehicle by the towing/wrecker service operator.
- 3.15.3** If a towing/wrecker service operator responds to a call pursuant to the Statutes and regulations and removal of the vehicle is not required, the towing/wrecker service operator may charge a reasonable fee for services rendered, which shall include, but not be limited to, changing a flat tire, providing gas or use of battery jumper cables, or assisting in starting a vehicle. This fee is not to exceed \$35.00. The fee does not include the cost of parts or labor required for any authorized vehicle repair made at roadside which may be charged by the towing/wrecker service company in addition to the service fee.
- 3.15.4** The towing/wrecker service operator is prohibited from assessing a towing charge if the vehicle in question is not removed (towed). In this case, the operator should notify 911.
- 3.15.5** The motor vehicle owner or operator is responsible for payment of charges imposed by the towing/wrecker service company.
- 3.15.6** The towing/wrecker service company shall at no charge provide towing service for all disabled Police vehicles, including removal from soft sand, mud, swales, etc.

3.16 Records, Books and Payments – The Contractor shall maintain all records pertaining to the towing/wrecker services provided.

3.16.1 Contractor shall provide examples of towing/wrecker servicing forms, records and fee reports with an explanation of each. Examples are limited to three pages.

3.16.2 All records shall be maintained at the Contractor's place of business and include the following information:

Where the vehicle was:

- a. Towed from;
- b. The date towed;
- c. The driver who towed the vehicle;
- d. Where the vehicle was towed to;
- e. A complete description of the vehicle;
- f. The name and address of the registered owner;
- g. The disposition of the vehicle;
- h. The date the vehicle was released or disposed of;
- i. All correspondence sent or received concerning said vehicle

3.16.3 The Contractor shall be required to submit a list of all vehicles towed under authority of the City every 30 days, describing each vehicle by Make, Year, Model, VIN, Tag Number and Towing/Storage charges.

3.16.4 The City reserves the right, during normal business hours, to inspect and audit the servicing forms, records and fee reports.

3.17 Grounds for Termination

1. Conviction of any felony or first-degree misdemeanor directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this rule any offense involving perjury or false statement shall be considered directly related to the business of operating a wrecker.
2. Chasing or running wreckers within the City of Port St. Lucie without proper call from the department or 911.
3. Failure to answer a call or exceeding the thirty (30) minute response time three (3) times within a calendar month.
4. Inability to properly operate the tow truck in the removal of disabled vehicles or to remove a vehicle without causing additional damage.
5. Any charge, demand, or request by a wrecker operator of a rate, which exceeds the maximum rate established by the department.

6. No licensee shall refuse or neglect to provide vehicle recovery, towing or removal services or storage services in connection therewith to any person requesting such service able and willing to pay for such services, on account of that person's race, sex, religion, national origin, age, marital status, or handicap.
7. Responding to a call under the influence of alcohol or any controlled substance.
8. If an owner or operator of the wrecker company is arrested for any felony.
9. If a wrecker company is inspected and fails to meet the requirements of the specification requirements or is found to be in violation of any safety regulations.

SECTION IV **TIME OF PERFORMANCE**

The initial Contract period shall commence upon approval of Council on October 15, 2019 and is valid for five (5) year period. The work shall begin with a Notice to Proceed on the date specified by the Project Manager.

SECTION V **RENEWAL OPTION**

The Contract period will be for a five (5) year period with no additional renewal options allowed for this service. The City at its discretion may ask for a provisional extension of ninety (90) days to allow for a wrap-up of any pending deliverables related to the approved contractual services upon mutual agreement with the Contractor.

SECTION VI **COMPENSATION**

Note: Compensation is as outlined in the (Appendix A) - St. Lucie County Code Sec. 46-78 Fees. This is the schedule of fees that are allowable under this contract for Citywide Towing Services. This will be adjusted as allowable based on the CPIU for the region as adopted and updated by St. Lucie County.

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SECTION VII

FINANCIAL STABILITY

Financial Disclosure;

- The Contractor shall provide annual financial statements for the last two (2) calendar years for its organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Contractor is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided.
- Provide evidence of insurability.

Disclosure of Litigation;

- List all performance related legal claims, litigation, demands, contracts terminated due to non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years.
- Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

SECTION VIII

WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION IX

CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION X

INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, sub-Contractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination

or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, sub-Contractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION XI **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XII **INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Contractor's and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20190108 Citywide Towing Services shall be listed as additionally insured."** The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Contractor's and Sub-Contractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Garage Keepers Legal Liability Insurance: The Contractor shall agree to maintain Garage Keepers legal liability insurance in an amount not less than \$50,000.00 for each loss covering perils of fire and explosion, theft of a vehicle, its parts or contents, riot and civil commotion, vandalism, malicious mischief and damage to a vehicle in tow. The minimum levels of combined bodily injury liability insurance and property damage liability insurance required by Section 627.7415, Florida Statutes, in addition to any other insurance requirements as required by this Statute shall be:

- Fifty thousand dollars (\$50,000.00) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.
- One hundred thousand dollars (\$100,000.00) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.
- Three hundred thousand dollars (\$300,000.00) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.

Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation

requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent Contractor's and/or Sub-Contractor's comply with the same insurance requirements referenced above.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XIII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIV **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XV

COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor's and Sub-Contractor, shall comply with § 119.0701, Fla. Stat. (2019). The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2019). Pursuant to § 119.10(2)(a), Fla. Stat. (2019), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2019).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Contractor's RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/sub-Contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

SECTION XVI
SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667

SECTION XVII
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution

of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Cooperative Purchasing Agreement – N/A.

Implied Warranty of Merchantability – Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

The service must be solely a towing / wrecker service and not be affiliated with any body shop, or Automotive repair type facility.

A towing / wrecker service operator shall respond to a call with a tow truck classified to meet or Exceed the size of the vehicle to be towed.

Safety Precautions- The Contractor(s) shall erect and maintain all necessary safeguards for the protection of the Contractor(s) employees and sub-Contractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and / or property caused, directly or indirectly, in whole or in part, by the Contractor(s) employees, or sub-Contractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by Contractor, and at Contractors expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall be also protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

OSHA Compliance – Contractor(s) must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

Material Safety Data Sheets – The Contractor(s) is required to provide a copy of the Material Safety Data Sheet (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, Contractor(s) shall promptly give to the Contract Project Manager written notice of any significant changes in work or deviations from the contract documents caused thereby, and if such action is deemed appropriate by the Contract Project Manager a written authorization signed by the Contract Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor(s).

Rates – Sections 125.0103 (1) (c) and 166.043 (1) (c) of the Florida Statutes requires the board of County Commissioners to establish the maximum fees which may be charged for the towing, removal, and storage of vehicles in the event the owner or operator is incapacitated, unavailable, or otherwise leave the procurement of towing / wrecker service to the law enforcement officer at the scene. St. Lucie County Ordinance 07-012 provides for the Rate schedule to be charged throughout the County, has a provision for automatic yearly adjustment, and this adjustment is based on the Consumer Price Index. See attached rate sheet in Exhibit A.

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

SECTION XVIII **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Contractor except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

The City also reserves the right to terminate the remaining services to be performed in the event Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XX
LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXI
APPROPRIATION APPROVAL

N/A.

SECTION XXII
TRUTH-IN-NEGOTIATIONS

N/A.

SECTION XXIII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Contractor's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Contractor's response to the RFP purporting to require confidentiality of any portion of the Contractor's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Contractor submits any documents or other information to the City which the Contractor claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Contractor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Contractor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Contractor's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Contractor agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVII
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVIII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXIX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

[Remainder of this page left blank intentionally.]

SECTION XXX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: _____
Purchasing Agent

By: _____
Authorized Representative

State of: FloridaCounty of: HernandoBefore me personally appeared: Scotty Crockett

(Please print)

Please check one:

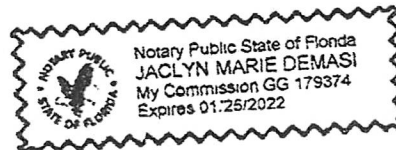
Personally known ☒

Produced Identification: _____

(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 1st day of September, 2019.

Notary Signature Jaclyn DemasiNotary Public State of Florida at Large.My Commission Expires 1/25/22

(seal)

APPENDIX A
ST. LUCIE COUNTY FEE SCHEDULE - ORD. NO. 12-016

Sec. 46-78. - Fees.

In addition to the other requirements of this article, no tow truck company shall, for compensation, recover, tow, or remove a vehicle/vessel or provide storage in connection therewith without the prior express instruction of the vehicle/vessel owner or authorized driver, except in accordance with the following:

(1) *Nonconsensual tow.*

- a. Tow truck companies may, for compensation, recover, tow or remove a vehicle/vessel based upon a police-directed tow without the prior express instruction of the vehicle/vessel owner or authorized driver upon the prior express instruction of a law enforcement agency and in accordance with the terms of any contracts or agreements between the tow truck company and a governmental entity and/or law enforcement agency.
- b. The maximum fee is established which may be charged on the removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle as follows:

Regular Wrecker Service	Class A/D	Class B	Class C	Flatbed "Landoll"	Rotator Boom
Day or night service	\$100.00	\$135.00	\$225.00	\$145.00	\$478.00
Mileage charge	\$3.00	\$4.00	\$5.50	\$5.50	\$5.50
Time charge per ½ hour	\$50.00	\$50.00	\$100.00	\$50.00	\$240.00
	After 30 minutes on the scene, will be charged in increments of 30 minutes.				
Underwater recovery	\$200.00 flat rate for a certified scuba diver with full gear, not sheriff's office diver				
Airbag recovery	\$600.00				
Gate fee (per day)	\$35.00 8:00 p.m.—8:00 a.m.				
Outside storage	\$25.00 per day				
Inside storage	\$30.00 per day				
Administrative fee	\$35.00				
Additional manpower per ½ hour	\$50.00				
The fee schedule shown in this table is subject to annual revision based upon the provisions in section 46-79.					

(2) *Private property impound.* Tow truck companies may for compensation recover, tow or remove a vehicle/vessel based upon a private property impound without the prior express instruction of the vehicle/vessel owner or authorized driver, upon the prior express instruction of a real property owner or his authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked without authorization or whose vehicle/vessel owner or authorized agent is unwilling or unable to remove the vehicle/vessel, provided that the requirements of this article are satisfied. The tow truck company recovering, towing or removing a vehicle/vessel shall, within 30 minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any). The tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record.

- a. Except as otherwise provided in this article, every prior express instruction made in writing or in person shall indicate the date and time of the instruction and shall be signed by real property owner/duly authorized agent in the presence of the tow truck company providing the service. The real property owner/the duly authorized agent shall also print his full name.
- b. Signing in the presence of the tow truck company/driver shall not be required for a prior express instruction made by the real property owner or authorized agent forwarded by facsimile transmission. All other requirements of this article shall apply and the real property owner or duly authorized agent shall provide in the facsimile instruction the specific location (i.e., address, parking space, etc.), color of the vehicle, make and/or model of the vehicle (if visible) and either the license tag number or the vehicle identification number (if available) prior to the vehicle/vessel being towed. Such facsimile instruction shall include the real property owner's or authorized agent's signature and printed or typed full name and title, as well as an electronic confirmation or electronic stamp of the date and time the instruction was sent to the tow truck company. The tow truck company shall maintain copies of facsimile instructions.
- c. If specifically approved in the contract for service, signing in the presence of the tow truck company/driver shall not be required when a vehicle/vessel is parked and blocking public egress/ingress to the business/residential area. In such cases the tow truck company is required to photograph the car and its location prior to removal and said photograph shall conclusively show that the vehicle is clearly in violation of this subsection. The photograph must include a date and time stamp.
- d. No tow truck company/driver shall pay or rebate money, or solicit or offer the rebate of money, or other valuable consideration in order to obtain the privilege of rendering towing services.
- e. Except as otherwise provided in this article, no such prior express instruction shall be considered to have been given:
 1. By the mere posting of signage as required by F.S. ch. 715;
 2. By virtue of the terms of any contract or agreement between a tow truck company and a real property owner;
 3. When the prior express instruction occurs in advance of the actual unauthorized parking of the vehicle/vessel; or
 4. Where the prior express instruction is general in nature and unrelated to specific, individual and identifiable vehicles/vessels which are already parked without authorization.
- f. Each tow truck company shall enter into a written contract with every owner of private property that authorizes the tow truck company to tow vehicles/vessels from its property. This written contract shall include the beginning date of said contract, the names and titles of all persons (i.e., owner, property manager, condominium president, etc.) who have the authority to appoint persons (i.e., security guard, night watchman, on-site manager, etc.) who can authorize prior express instruction to the tow truck company to remove, recover or tow any vehicle/vessel from its property. The written contract shall also include the name and current telephone number of the tow truck company performing the towing service. Any addendum to the contract shall include additional names and titles as necessary. The tow truck company must keep on file each contract and addendum (if applicable) with the property owner. Such contract shall be maintained for at least 12 months after termination. The county and law enforcement officers may inspect and request a copy of any and all such contracts from the tow truck company during normal business hours. The tow truck company may not withhold production of the contract upon demand by the division or law enforcement. Failure to enter into or keep on file a contract with the property owner shall be a violation of this article. All contracts which were entered into prior to the effective date of this article, shall accomplish the requirements of this subsection by entering into an addendum to the current contract within one year following the enactment of this article.

- g. No vehicle towed as the result of trespass towing shall be towed to and/or stored at a location more than a 15-mile radius from the point of initiation of such trespass tow. No person who provides services (trespass, nonconsensual towing) pursuant to this section shall recover, tow, or remove a vehicle from this county to another county (or vice versus) for the purposes of trespass towing and impounding.
- h. Real property owners or authorized representatives shall not request the recovery, tow, or the removal of vehicles/vessels that are reasonably identifiable from markings or equipment as law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles/vessels which are marked as such or to property owned by any governmental entity.
- i. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or stored shall be liable to the vehicle owner or authorized representative for the costs of the services provided, any damages resulting from the recovery, towing, removal or storage and attorney's fees and court costs.
- j. The maximum fee which may be charged on trespass towing of the vehicle/vessel is as follows:

	Class A	Class B	Class C
Regular Wrecker Service	\$125.00	\$165.00	\$300.00
Administrative Fee	\$35.00		
Gate Fee (per day)	\$35.00 8:00 p.m. to 8:00 a.m.		
Outside Storage	\$25.00 per day		
Inside Storage	\$30.00 per day		
The fee schedule shown in this table is subject to annual revision based upon the provisions in section 44-79.			

- k. Persons who provide services pursuant to this section shall transport the vehicle directly to the storage site owned or leased by the towing service and the vehicle shall not be kept in any temporary holding area, unless the towing service is directed to do so by a law enforcement officer authorizing the tow.

(Code 1982, § 1-20-16.3; Ord. No. 07-012, pt. A, 11-6-2007; Ord. No. 11-004, pt. A, 2-1-2011; Ord. No. 12-016, pt. A, 9-4-2012)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2019

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).

PRODUCER Kapnick Insurance Group 333 Industriail Drive Adrian MI 49221-7801	CONTACT NAME: Misty Riley PHONE (A/C, No, Ext): 517-266-6543 E-MAIL ADDRESS: misty.riley@kapnick.com FAX (A/C, No): 517-263-6658														
INSURED Kauffs of Fort Pierce Inc. Guardian Fleet Services, Inc.; Kauffs Inc., Kauffs Transportation Systems 8920 NW Glades Cutoff Rd. Port St. Lucie FL 34986	KAUFINC-01 <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Ohio Security Insurance Co</td><td>24082</td></tr><tr><td>INSURER B : Liberty Mutual Fire Ins. Co</td><td>23035</td></tr><tr><td>INSURER C : Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Co	24082	INSURER B : Liberty Mutual Fire Ins. Co	23035	INSURER C : Maxum Indemnity Company	26743	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 1603660295**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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	BKS58202305	5/6/2019	5/6/2020	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	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	AS2291468900	5/6/2019	5/6/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PERS INJURY PROTECTIO \$ 10,000
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	SCT1015719	5/6/2019	5/6/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo/On-Hook			BKS58202305	5/6/2019	5/6/2020	Per Truck Limit 1,000,000
B	Garagekeepers			AS2291468900	5/6/2019	5/6/2020	See Notes

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cargo On-Hook Deduct: \$10,000

Garagekeepers' Limits:

Loc. #3: 2201 S. East Indian St., Building H-Unit 1, Stuart, FL - \$225,000
Loc. #4 - 8920 Glades Cut Off Rd., Port Saint Lucie, FL - \$600,000

Insured's Locations Cover: 8920 NW Glades Cutoff Rd, Port St. Lucie, FL & 2201 SE Indian St., Building H-Unit 1, Stuart, FL 34997
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie
City Hall Plaza
Port St. Lucie FL 33452

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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ADDITIONAL REMARKS SCHEDULE

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AGENCY Kapnick Insurance Group		NAMED INSURED Kauffs of Fort Pierce Inc. Guardian Fleet Services, Inc.; Kauffs Inc., Kauffs Transportation Systems 8920 NW Glades Cutoff Rd. Port St. Lucie FL 34986	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers' Comp deduct: \$500 per auto, \$2,500 max per claim
 Coll deduct: \$500

Uniform Intermodal Interchange/Trailer Interchange Coverage Limit - \$250,000

Personal Injury Protection \$10,000 each accident
 Bodily Injury - Combined Single Limit - Each Accident \$1,000,000

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY

- Additional Insureds
- CG 88 10 (04/13 – Commercial General Liability Extension
- Additional Insured – By Contract, Agreement or Permit
- Primary and Non-Contributory – Additional Insured Extension – Per Form CG 88 10 (04/13)
- Waiver or Subrogation – Per Form CG 88 10 (04/13)

AUTO LIABILITY

- Additional Insured – By Contract, Agreement or Permit
- Form 102 – Auto Endorsement
- Waiver of Subrogation - Per Form AC 84 07 (07/13)

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are listed as additional insured and waiver of subrogation included in their favor regarding Contract # 2019108 Citywide Towing Services

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days for non payment 30 days all others written notice, to the certificate holder but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives