



AGREEMENT FOR TOWING SERVICES

THIS IS AN AGREEMENT, dated the ____ day of _____, **2018** by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation, with its principal place of business at 601 City center way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

Bazin Corporation d/b/a A & B Towing Service, a company authorized to do business in the State of Florida, with its principal place of business at **2313 SW 59th Avenue, West Park, FL 33023**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the City Commission of the City of Pembroke Pines, Florida, seeks to protect the personal safety and property of its citizens and visitors;

WHEREAS, the establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by law enforcement agencies is in the public interest; and

WHEREAS, utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles, and causes excessive delays in clearing the highway and securing the vehicles; and

WHEREAS, the CITY advertised its notice to bidders of the CITY's desire to hire a contractor to provide Citywide Towing Services as more particularly described in Exhibit A attached hereto and by this reference made a part hereof for the said bid entitled: **PD-17-07 "Citywide Towing Services"**; and

WHEREAS, on **January 30, 2018**, the bids were opened at the office of the City Clerk; and,

WHEREAS, on **April 7, 2018**, the CITY awarded the bid to CONTRACTOR; and,

WHEREAS, the CITY agrees to direct and refer, and the CONTRACTOR agrees to accept, orders for removal of abandoned or confiscated motor vehicles from the streets or other property lying within the CITY, which in the discretion of the representatives of the CITY's Police Department require removal.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:



ARTICLE 1

SERVICES AND RESPONSIBILITIES

1.1 GENERAL

1.1.1 The CONTRACTOR, for and in consideration of the agreements of the CITY herein contained, agrees to remove vehicles from the streets or other property within the CITY, or from any other location, as directed by authorized representatives of the CITY's Police and Public Service Departments. All the aforementioned towing to be provided for and during the term of this Agreement.

1.1.2 The CONTRACTOR agrees that in the performance of this Agreement, it will not discriminate or permit discrimination in its hiring practices, or in the performance of this Agreement, against any person on the basis of his or her race, sex, religion, political affiliation or national origin.

1.1.3 The CONTRACTOR understands that nothing in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the CONTRACTOR.

1.1.4 The CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

1.1.5 The CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

1.1.6 The CONTRACTOR agrees to permit members of the CITY's Police and Public Service Departments or other authorized CITY personnel to inspect its compound(s), equipment, stored vehicles, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the CITY, such inspection is deemed reasonably necessary.

1.2 CITY OWNED AND LEASED VEHICLES

1.2.1 The CONTRACTOR will tow, at no charge, all CITY owned and leased vehicles to either the City Garage or a repair shop of the CITY's choice. Further, any vehicles impounded, confiscated or pending confiscation by the CITY will be towed by the CONTRACTOR at no charge.

1.2.2 The CONTRACTOR will repair or change (utilizing City tires) flat tires on in-service CITY vehicles.



1.2.2.1 In service shall mean any CITY class "A" vehicle being operated by a CITY employees and CITY contract employees.

1.2.2.2 The CONTRACTOR will only be required to respond to those locations in Broward or Dade County to which CITY vehicles may travel.

1.3 RECORDS

1.3.1 The CONTRACTOR shall have prepared billheads, setting forth the names and addresses of the places of business of the CONTRACTOR. Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the CONTRACTOR will provide such person with an itemized statement of all charges for the towing and storage of the vehicle(s). The CONTRACTOR shall retain a duplicate copy of such bill and shall produce same upon demand of the CITY's Police Department.

1.3.2 Before receiving payment, the CONTRACTOR, his agent, servant, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

1. Name & address of the person engaging the CONTRACTOR.
2. License number of the vehicle(s).
3. Motor and VIN number.
4. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
5. Make, year, model, color of vehicle(s) towed and/or stored.

1.3.2 The CONTRACTOR shall keep a hard covered log of the number and type of calls handled under this Agreement. The log shall contain the date the vehicle(s) were towed, the make, model, license plate if known, the VIN number, and the name and address of the owner or driver or person claiming the vehicle(s), and the date the vehicle(s) was released to the owner or driver, and charges for same.

1.3.3 The CONTRACTOR will provide to the CITY's Police Department, upon request of the CITY, a complete and detailed listing of vehicles which have been towed pursuant to this Agreement, and which have remained on the CONTRACTOR's lots for a period in excess of thirty (30) days. The same information will be provided to the CITY relating to personal property coming into the CONTRACTOR's control as a result of this Agreement, which has remained in the CONTRACTOR's control for a period in excess of thirty (30) days.



ARTICLE 2

MINIMUM STANDARDS

2.1 THE COMPOUND

2.1.1 The CONTRACTOR will maintain a storage facility of a sufficient size and capability to accommodate wrecked and abandoned vehicles to be removed from the CITY pursuant to, and during the period of, this Agreement.

2.1.2 The compound to be maintained by the CONTRACTOR shall be within a distance of not further than ten (10) miles of the CITY's corporate limits.

2.1.3 The CONTRACTOR will provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the CITY's Police Department or its representatives. In addition, the CONTRACTOR agrees to make available adequate personnel to staff the facility from 7:00 a.m. to 7:00 p.m., Monday through Saturday, for the purpose of releasing vehicles to the owners. The CONTRACTOR further agrees to provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m.

2.1.4 The CONTRACTOR shall furnish inside storage for all vehicles which are of a body type, or in a physical condition, which is such that inclement weather could result in damage thereto.

2.1.5 The CONTRACTOR will provide an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles which may be evidence in a criminal cause.

2.1.6 The CONTRACTOR will not change the storage facility location without written permission from the CITY's Police Department.

2.2 EQUIPMENT

2.2.1 The CONTRACTOR agrees to own, lease or have a sufficient number of Class A, B, and C wreckers available for its use, so that it is able to respond to tow calls from the CITY's Police Department within thirty (30) minutes forthwith and proceed to remove any type of vehicle(s) from streets or property within the CITY.

2.2.1.1 If the CONTRACTOR utilizes a wrecker from another company, CONTRACTOR shall produce, in writing, the name of the subcontractor and proof that the wrecker used is insured so as to protect the CITY from all suits, judgments, executions and liabilities.



2.2.1.2 The CONTRACTOR will provide all towing vehicles used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between the CONTRACTOR's base station and all tow and service trucks utilized in providing the CITY's Police Department with towing service. The two-way radios will not be tuned to any police frequencies.

2.2.2 Tow trucks or wreckers used by the CONTRACTOR to tow vehicles from the streets and property within the CITY, as herein provided, will adhere to the following guidelines:

2.2.2.1 The name of the establishment must be lettered in a professional manner on both sides of the vehicles.

2.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color, and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light will only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.

2.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

2.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.

2.2.2.5. The following additional equipment shall be found in or on all of the CONTRACTOR's towing or wrecker vehicles:

- a. Dollies.
- b. At least one(1) heavy duty push broom and shovel.
- c. Flood lights on hoist.
- d. One (1) axe.
- e. One (1) crowbar or prybar.
- f. Minimum of one (1) four pound CO₂ fire extinguisher or equal.
- g. One (1) pair of bolt cutters.
- h. One (1) set of jumper cables.
- i. One (1) four-way lug wrench.
- j. One (1) flashlight.
- k. One (1) set of red reflectors.
- l. One (1) set of three portable reflectors.
- m. Five (5) thirty minute fuses.
- n. Two (2) red flags at least 1' X 1'.
- o. Tire plug kits.
- p. Air tanks or compressor

2.2.3 Wreckers will be classified as follows:



2.2.3.1 **Class A** wreckers, designed for cars and light trucks, will have the following equipment.

- a. Tow truck shall have a minimum manufacturer capacity of 10,000 pounds GVW.
- b. Boom capacity of not less than four (4) tons.
- c. Power winch, with a pulling capacity of not less than four (4) tons.
- d. Minimum of one hundred feet (100') of 3/8 inch cable or larger.
- e. Cradle to tow plate, or tow sling to pick up vehicles. Cradle to tow plate shall be equipped with safety chains and so constructed that no damage will occur when picking up the vehicle.
- f. Dual wheels.

2.2.3.2 **Class B** wreckers, designed for one and two ton trucks, will have the following equipment:

- a. Tow truck shall have a minimum manufacturer capacity of 15,000 pounds GVW.
- b. Boom capacity of not less than six (6) tons, independently or jointly.
- c. Power winch pulling capacity of not less than four (4) tons.
- d. Minimum of one hundred fifty feet (150') of 3/8 inch cable or larger.
- e. Tow sling and dual wheels.
- f. Double booms constructed so as to permit splitting. Each boom to operate independently or jointly. Single boom hydraulic elevated and extendable with 360 swivel at end of the boom.
- g. Two (2) snatch blocks, eight (8) ton rating.

2.2.3.3 **Class C** wreckers, designed for semi-trucks, house trailers, buses, etc., shall have the following equipment:

- a. Tow truck shall have a minimum capacity of not less than 25,000 pounds GVW.
- b. Boom capacity of not less than twelve and one-half (12 1/2) tons independently to twenty-five (25) tons jointly.
- c. Power winch pulling capacity of not less than twenty-five (25) tons.
- d. Double booms constructed so as to permit separating, each boom to operate independently or jointly or single boom hydraulic with rating of 25 tons.
- e. Minimum of two hundred feet (200') of at least 9/16 inch cable.
- f. Airbrakes constructed so as to lock all wheels automatically upon failure of same.
- g. Cradle tow plate or tow sling to pick up vehicles. Cradle tow plate to be equipped with safety chain.
- h. Dual wheels.



ARTICLE 3

TOWING & IMPOUNDING PROCEDURES

3.1 The Contractor agrees that, after arrival at a scene, the tow truck operator shall remove any hazards or debris from the street, and impound such vehicles as requested by a CITY Police Officer or other representative of the CITY's Police Department.

3.2 On all vehicles to be towed which are marked for confiscation, the CONTRACTOR will prepare a detailed listing of any and all damage, missing parts or other disorders of which the assigned officer and/or tow truck driver are aware.

3.3 The CITY reserves the right to cancel a request for services of the CONTRACTOR at any time, up to and including the time of hook-up. The CONTRACTOR agrees that the mere response to a service call scene without other action will not constitute a service call for which charges are applicable.

3.4 CONTRACTOR understands that nothing in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his own choice or requesting that his vehicle be towed to a garage or compound other than that of the CONTRACTOR.

3.5 IMPOUNDED VEHICLES

3.5.1 If at the time of the impounding the name of the registered owner of the vehicle is not available, it shall be the responsibility of the CITY's Police Department to supply this information to the CONTRACTOR as soon as possible.

3.5.2 Notwithstanding the foregoing the CONTRACTOR shall be responsible for the following:

3.5.2.1 Notifying the CITY Police Department, and requesting the names of the owners of the vehicle if CONTRACTOR has not received such information within twenty-four (24) hours after the impoundment of the vehicle;

3.5.2.2 Notifying the registered owner or his agent of the whereabouts of the vehicle within forty-eight (48) hours of impoundment if the owner's identity has been supplied during that time or within forty-eight (48) hours after receipt of the aforementioned information from the CITY's Police Department.

3.5.3 The CONTRACTOR shall maintain a log at his place of business, listing the date, time and method of notification.

3.5.4 If any vehicle is not claimed by the owner within seven (7) days, the CONTRACTOR shall immediately thereafter file a written report with the CITY's Police Department.



3.6 RELEASING VEHICLES

3.6.1 In the event that the CONTRACTOR has in its possession vehicle(s) or personal property, arising out of this Agreement, for a period in excess of thirty (30) days and is ordered to turn this property over to the County Court, the Sheriff of Broward County, or the CITY's Police Department pursuant to Chapter 705 or 715 of the Florida State Statutes, the CONTRACTOR agrees to forego its possessory garageman's lien to collect any storage or towing charges due and owing.

3.6.2 The CONTRACTOR agrees to release any vehicle which has not been marked "HOLD", providing the proper proof of identification and ownership is presented. The CONTRACTOR further agrees that any vehicle towed which is marked "HOLD" cannot be released without verbal or written authority from the CITY's Police Department.

3.6.2.1 Persons who make application for the release of towed and/or stored vehicles shall be required to present a copy of the tow-in sheet and proof of ownership by presentation of a title or registration.

3.6.2.2 In the event the CONTRACTOR is holding personal property removed from a stored vehicle, upon its release, the owner or person entitled to possession will receive the CONTRACTOR's copy of the inventory.

3.7 FORFEITURE VEHICLES

3.7.1 Other than as specifically provided for in Section 3.7.3, vehicles seized for forfeiture pursuant to Pembroke Pines Police Department policy, shall be towed and stored at CONTRACTOR's secured lot for a period of, but not more than, fifty-five (55) calendar days without charge to the CITY or owner of the vehicle. Further, should the CITY reach a settlement with the owner of said vehicle, the CITY agrees to pay CONTRACTOR a flat fee of one hundred fifty dollars (\$150.00). Upon the CITY's hold of the vehicle being lifted, the owner of the vehicle may pick up their vehicle from CONTRACTOR Monday through Friday from 8:00AM to 5:00PM, at no charge to the CITY. However, if the owner fails to pick up the vehicle within three (3) business days of receipt of notification from the CITY, the CONTRACTOR can begin to charge the owner a daily storage fee plus statutory fees consistent with Florida Statutes.

3.7.2 If forfeiture proceedings are to be instituted at any time during the fifty-five (55) day period, the vehicle shall be towed to a CITY storage facility by CONTRACTOR. The first five (5) vehicles towed to the CITY's storage facility each year shall be at no charge to the CITY or the owner of said vehicle. Beginning with the sixth (6th) vehicle towed to the CITY's storage facility, the CITY agrees to pay the CONTRACTOR a flat fee of three hundred dollars (\$300.00) for said tow.



3.7.3 If forfeiture proceedings are not instituted, or the CITY does not reach a settlement with the owner of said vehicle, the CITY will notify the owner and CONTRACTOR in writing or other direct notification with ample time for owner to recover their vehicle within fifty-five (55) days. Upon the CITY's hold of the vehicle being lifted, the owner of the vehicle may pick up their vehicle from CONTRACTOR Monday through Friday from 8:00AM to 5:00PM, at no charge to the CITY. The CONTRACTOR may charge the owner of the vehicle the cost of the original tow. However, if the owner fails to pick up the vehicle within three (3) business days of receipt of notification from the CITY, the CONTRACTOR can begin to charge the owner a daily storage fee plus statutory fees consistent with Florida Statutes.

3.7.4 If upon proper notification from Police that forfeiture proceedings will not be initiated, the owner of said vehicle must recover the vehicle from Contractor on or before fifty five (55) days from the date of the initial tow or seizure. Said owner is responsible to pay for Contractors standard rates and fees associated with storage beyond that date.

ARTICLE 4

PERSONAL PROPERTY

4.1 The CONTRACTOR's liability for a towed vehicle, and all personal property contained therein, will commence within the time the wrecker is hooked onto the vehicle to be towed. The CONTRACTOR will have its employee, representative, or agent review the inventory of all personal property in the vehicle(s) that he is directed to tow with a CITY Police Officer or the owner or possessor of the vehicle(s). Such inventory shall be made in triplicate and shall be maintained by the CONTRACTOR as a permanent record. One copy of the inventory shall be given to the owner/operator of the vehicle towed, if known, or securely attached to the vehicle, and one copy shall be retained by the City Police Department. The CONTRACTOR shall be solely liable and responsible to the owner, or person or legal entity entitled to lawful possession, for all personal property in any vehicle towed under this Agreement.

4.2 The CONTRACTOR shall allow the owner, or authorized agent of the owner of the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.

4.3 The CONTRACTOR agrees to assume responsibility for any articles of personal property left in the vehicle and listed on the vehicle storage receipt form. The CONTRACTOR agrees to replace any such article upon verification of the loss by the CITY's Police Department or other law enforcement agency.

4.4 Personal property in the vehicle stored by the CONTRACTOR shall not be disposed of to defray any charges for towing or storage of vehicles without a Court Order.



4.5 The CONTRACTOR agrees not to undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or person entitled to lawful possession. The CONTRACTOR further agrees that when making any repairs, or rendering any estimates or invoices, it will abide by Florida Statutes relating to motor vehicles, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

4.6 The CONTRACTOR will provide to the CITY's Police Department, on a monthly basis, a complete and detailed listing of all personal property coming into the CONTRACTOR's control as a result of this agreement, and which has remained in the CONTRACTOR's control for a period in excess of thirty (30) days.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1 The CONTRACTOR shall pay the CITY the sum of **\$205,000 (TWO HUNDRED AND FIVE THOUSAND DOLLARS)** per one year period for the privilege of engaging in this Agreement with the CITY as stated in the CONTRACTOR's bid proposal attached hereto and made part hereof as Exhibit "B". Payment shall be made in monthly installments with the first payment due upon contract execution. Starting on October 1, 2019 and every consecutive year thereafter, for the entire term of the Agreement, the Annual Franchise Fee as described in Section 5.1 shall be automatically increased according to the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) month period ending April or 3%, whichever is less, but not less than zero (0%).

5.2 The CONTRACTOR shall charge for vehicle towing and/or storage in accordance with the schedule of rates attached hereto as **Exhibit "C": Broward County Towing Fees for Non-Consent Tows**, and made a part hereof by reference, as adjusted by Broward County from time to time.

5.3 The CONTRACTOR shall directly bill the vehicle owner/operator for towing and storage charges.

ARTICLE 6

TERM AND TERMINATION

6.1 This is an initial **three (3) year** contract beginning **August 1, 2018** and ending **July 31, 2021**. Upon mutual written agreement of the Parties hereto, this Agreement may be extended for two (2) additional three (3) year period(s) under the same terms and conditions as stated herein.

6.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed through the termination



date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

6.3 Notice of intent to terminate, and the reason(s) therefore, shall be given in writing by certified mail, return receipt requested, and shall be effective 90 days after receipt of such notice by the CITY as evidenced by the return receipt.

6.3.1 Upon the CITY's notification of intent to terminate for cause, the CONTRACTOR shall have thirty (30) days from receipt of said notice to cure any default, provided, however, that the CONTRACTOR shall have not more than two (2) opportunities to cure in any calendar year; or

6.3.2 The CITY's Police Department may issue a formal reprimand to the CONTRACTOR for any act of omission or commission which, in its sole discretion, is deemed to be a violation of this Agreement. Any number of reprimands shall be grounds for termination of this Agreement and/or removal of the CONTRACTOR from consideration of renewal of the Agreement. The precise number and severity of reprimands thereof to be determined in the sole discretion of the CITY's Police Department.

6.4 Upon the completion of this Agreement or termination by either Party, vehicles marked for confiscation by the CITY's Police Department for use by the CITY's Police Department in accordance with State Statute, will be towed to the Public Safety Building Compound.

ARTICLE 7

INDEMNIFICATION AND INSURANCE

7.1 INDEMNIFICATION

7.1.1 The CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature sustained by CITY or any third party arising out of error, omission, or negligent act of the CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorney's fees arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement.



7.1.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this section, provide indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.1.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time

7.2 GENERAL INSURANCE PROVISIONS

7.2.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

7.2.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

7.2.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.2.4 REQUIRED INSURANCE.

7.2.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:



- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- C. Personal Injury
 - Annual Aggregate 1,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

7.2.4.2 Errors & Omissions Coverage for Directors and Officers \$1,000,000
limit

7.2.4.3 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
 - \$100,000 each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.2.4.4 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- B. Property Damage
 - 1. Each Occurrence \$1,000,000



2. Annual Aggregate \$1,000,000

7.2.5 CONTRACTOR shall name the CITY as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.2.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

Coverage shall include owned, hired and non-owned vehicles.

7.2.7 **GARAGEKEEPERS LEGAL LIABILITY \$1,000,000**

7.3 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations necessary to complete this contract and **name the CITY as an additional insured under its policy.**

7.4 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 8

GENERAL CONDITIONS

8.1 **NOTICE.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for the giving of notice:

City: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Phone: (954) 431-4884
Fax: (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody, & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200



Fort Lauderdale, Florida 33308

Phone: (954) 771-4500

Fax: (954) 771-4923

Contractor:

Rodrigo Ospina, President

Bazin Corporation d/b/a A & B Towing Service

2313 SW 59th Avenue

West Park, FL 33023

Phone: (954) 635-0541

Fax: (954) 967-9739

Email: rod@abtowingservice.com

8.2 PUBLIC RECORDS.

8.2.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

8.2.1.1 Keep and maintain public records required by the CITY to perform the service;

8.2.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat., or as otherwise provided by law;

8.2.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

8.2.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

8.2.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.



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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

8.3 INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

8.4 ASSIGNMENT/AMENDMENTS.

8.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

8.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



8.5 NO CONTINGENT FEES. The CONTRACTOR warrants that it 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 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement, without liability, at its discretion and to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.6 BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

8.7 HEADINGS. The headings contained herein are for the convenience of reference only and shall not be considered for the purpose of interpreting the provisions of this Agreement.

8.8 EXHIBITS. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, even if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

8.9 SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

8.10 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

8.11 LEGAL REPRESENTATION. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

8.12 EXTENT OF THE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

8.13 ATTORNEY'S FEES AND COSTS. In connection with any litigation arising out of or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.



CITY

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

BY: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ of _____ and acknowledged (s)he executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and they affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commission Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced





City of Pembroke Pines

Exhibit A
RFP# PD-17-07 Citywide Towing Services



City of Pembroke Pines

Exhibit B
Copy of Contractor's Proposal



Exhibit C
Towing Fees for Non Consent Tows