

**CONTRACT NO. C-16-18-01-WL  
STANDARD CONTRACT**

**BETWEEN THE CITY OF SUNRISE, FLORIDA  
AND WESTWAY TOWING, INC., FOR TOWING SERVICES**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City" or "the Owner") and Westway Towing, Inc., a Corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 3681 West Oakland Park Blvd., Lauderdale Lakes, Florida 33311, and whose Federal Identification Number is 65-0160421, incorporates all Terms and Conditions and requirements of RFP number (15)02-01-WL and Vendor' response by reference.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this contract is for Towing Services and as further stated below in the Scope of Work section or as attached hereto in Exhibit "A", which is attached and made a part of this contract.

The City's representative/liaison during the performance of this contract shall be Chief John E. Brooks, telephone number 954-746-3363 or designee.

The Contractor's representative/liaison during the performance of this contract shall be: Craig Goldstein, President, telephone number 954-731-1115

2. Initial Contract Period and Contract Renewal

The initial Contract period shall be for four (4) years, commencing on date of award, or execution of this contract, whichever is later. In addition, contingent upon Budget approval, the City reserves the right to unilaterally renew the contract for two (2) additional two (2) year periods, under the same terms, conditions and specifications, by written notification to the vendor by the Purchasing Director, after Commission approval by ordinance.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Sunrise (at the City's discretion), the Contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

3. Franchise Fee

An Annual franchise fee in the amount of \$70,000 shall be paid by the Contractor. The franchise fee shall be made payable to the City in three (3) equal installments. The first payment shall be due within 5 (five) days of execution of this Contract, the second payment shall be due within 90 days of execution of this Contract and the third payment within 180 days of execution of this Contract. Failure to make timely payments shall be grounds for immediate termination of the Contract by the City. Franchise fees in the amount of \$70,000 for any renewal term shall be tendered no later than fifteen (15) days prior to the expiration of the then-current term with the second payment due within 90 days of renewal date of this Contract and the third payment within 180 days of renewal date of this Contract. In the event the Contract is not renewed, the franchise fees tendered for the renewal term shall be refunded to the Contractor. All Franchise Fees shall be submitted to the City of Sunrise, Finance Department, 10770 W. Oakland Park Boulevard, Sunrise, Florida 33351.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. Any vehicle that is unclaimed within thirty (30) days of the towing of such vehicle shall be reported to the City in writing.

5. Truth-In-Negotiation Certificate

Signature of this contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

NOTE: A Garage Liability coverage form may satisfy the same requirement to maintain Commercial General Liability and Business Auto Liability as required herein.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy, or Garage Liability, if applicable.

Garagekeeper's Liability: Contractor agrees to maintain Garage keeper's Legal Liability at a limit not less than \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall not be less than \$50,000 per vehicle. An "on-hook" coverage, or similar endorsement, should be included in the event any CITY vehicles are towed, or on behalf of City, by Contractor. Any per vehicle or per occurrence deductible shall be the contractor's responsibility.

Workers's Compensation Insurance & Employers Liability:

Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability:  
Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured: Contractor agrees to endorse the City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to both the Commercial General Liability and Business Auto Liability, or Garage Liability, if applicable. The Additional Insured shall read: "City of Sunrise."

Waiver of Subrogation: Contractor agrees by entering into any resulting contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability or Garage Liability, if applicable, under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability, or Garage Liability, if applicable. Contractor agrees to endorse City as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

## 7. Performance Bond

The Contractor shall furnish to the City a performance bond, irrevocable letter of credit, or cash bond hereinafter “Performance Bond” in the amount equivalent to the annual franchise fee renewable each year at the anniversary of the contract. The Contractor and the Surety Company shall agree to bind themselves, their successors, executors, administrators and assigns, jointly and severally to deliver the services described in this Contract. The Performance Bond shall remain in force until completion of the services.

Regardless of the initial term of the Contract or any subsequent renewal periods, a Performance Bond shall be secured no less than annually. The Surety is not obligated to issue a Performance Bond for any subsequent periods or terms under the Contract, and non-renewal of the bond by the Surety shall not constitute a loss or forfeiture under the Performance Bond; however, the Contractor must secure a replacement Performance Bond for any remaining term in an amount equivalent to the annual franchise fee immediately, and Contractor must continue to secure Performance Bond in the amount of the annual franchise fee for each annual year. The Surety will notify the Contractor and the City one-hundred and twenty (120) days before the expiration of any bond and report its decision to renew or not renew the bond.

If Contractor fails to pay the annual franchise fee in any annual term, the City has the right to require forfeiture of the full annual amount of the Performance Bond as liquidated damages. In the event the Contractor cannot secure a Performance Bond in the full amount of the annual franchise fee for the subsequent terms, the Contract may be terminated immediately. Failure to provide any part of the services included in this Contract may be considered by the City as a breach of contract, in which case the City has the right to terminate the Contract.

In no case is the vendor relieved of the obligation to provide an annual Performance Bond in the full amount of the annual franchise fee. Failure to carry a Performance Bond for any period of time shall be considered a breach of contract.

All Performance Bonds shall be issued by a Company that is authorized to do business under the laws of this State, with the following qualifications as to their management and financial strength.

The Bonding Company shall have a general policyholders rating of not less than RA+9S, and the amount of any required Bond shall not exceed five (5) percent of the reported policyholders surplus as reported in the latest edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc. The attorneys-in-fact, who sign the Bonds, must file with the Bonds, a Certified copy of their power of attorney to sign such Bonds.

8. Termination For Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the quantities required under this contract for any of the City's fiscal years subsequent to the one in which the contract is executed and entered into, then this contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination For Cause

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination For Convenience

This contract may be terminated by the City without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed and accepted by the City's Representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this contract.

11. Indemnification

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed

or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, OR REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CITY OF SUNRISE ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, UNLESS SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. The City of Sunrise reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement.

12. Independent Contractor

The Contractor is an independent Contractor under this contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 11, each party will be responsible for their own attorney's fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract. The Contractor shall not assign this contract without written consent of the City.



17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this contract. If a subcontractor fails to perform or make progress, as required by this contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

19. 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 contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

21. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work or materials not delineated in the Bid but within the general Scope of Work, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

23. Notice

All written notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

cc: City Attorney  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351



If sent to the Contractor, shall be mailed to:

Mr. Craig Goldstein, President  
Westway Towing, Inc.  
3681 West Oakland Park Blvd.  
Lauderdale Lakes, FL 33311

24. Public Records Law

Pursuant to Florida Statutes §119.0701(2), Contractor agrees that it will comply with Florida's public records laws and that it will specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided by Florida Statutes Chapter 119 or otherwise as provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, and no cost, to City all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

25. Entirety of Contract

The City and the Contractor agree that this contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this contract. Any alteration of the Terms & Conditions of this contract must be contained in the Deviation Page after approval by the City Attorney and Vendor to be binding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]**

**IN WITNESS WHEREOF**, the Purchasing Director, authorized to execute same by City Commission, has made and executed this contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

**CITY OF SUNRISE**

By: \_\_\_\_\_

Print: Ann Potter

Title: Purchasing Director

Date: \_\_\_\_\_

Approved as to form and legal sufficiency  
Office of the City Attorney for Sunrise, Florida  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351  
Telephone: (954) 746-3300

By: \_\_\_\_\_

Kimberly A. Kisslan  
City Attorney

**CONTRACTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Contractor Name Above

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A" SCOPE OF WORK

The Contractor shall maintain a principal compound within 15 miles of Sunrise City Hall (10770 West Oakland Park Blvd), and provide 24 hour towing services, 365 days per year. Services shall include; the removal, impounding, and storage of junk vehicles, illegally parked vehicles, vehicles impounded by the City, non-driveable vehicles at accident scenes and from other locations as determined by the City of Sunrise Police Department.

### Required Licenses and Operational Timeframe

The Contractor shall hold and maintain a General Towing and Wrecker Service Operating License issued by Broward County and be in good standing. The Contractor shall have actively conducted business within Broward County, under the same name, for a minimum of three (3) years. The Contractor must also have all necessary City and County licenses and permits as may be required to operate this type of business. All towing vehicles shall display current registration decals issued by Broward County.

### Non-Exclusive Services

Nothing contained in the resulting contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck company of their own choice, provided that traffic is not being obstructed, or requesting that their vehicle be towed to a garage or compound other than that of the Contractor.

### Ethics and Conduct

The Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

- Expedite release of the vehicle in accordance with the terms of this contract.
- Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- Allow the owner to remove the auto tag and any unattached personal possessions.
- Explain fully and politely the reason for the tow and all charges levied.
- If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely.

If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.

### Contractor Personnel

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to staff the office facilities as required to perform as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually. Each wrecker shall be staffed by a driver meeting the following qualifications:

- Possess a valid CDL license.
- Shall be familiar with the layout of the City streets.
- Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver.
- Shall wear a uniform with the name of Contractor and driver's name while working in the City of Sunrise.

Contractor agrees that the owners of the Contractor, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

Additional Contractor Responsibility

Any related costs to towing, recovery, storage, or administration that are not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor charges to vehicle owners cannot exceed allowable rates in Broward County Ordinance 2014-34.

Responsibility for Payment

The City of Sunrise will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract unless such service charge is applicable to City owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or City authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

Special Services

If additional duties, similar to those contained in the Scope of Work for this RFP, but not specified therein, are required by the City, and the Contractor is able to provide those special services, those services may be requested under this contract by authorized City staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of City equipment from mud.

In such instances, the City will depend upon Contractor's experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the City prior to engaging in work, and all costs shall be subject to negotiation. In any such instances, the City reserves the right, time and circumstances permitting, to seek the special services elsewhere in accordance with the City procurement ordinances.

Performance Guarantees

The successful Contractor shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory. More than three (3) complaints per month may prompt a review of the Contractor's performance, and may result in potential corrective action by the City.

Cost of Services to the Public

Contractor charges and fees for towing, wrecker and storage service rendered within the City limits of the City of Sunrise in connection with this provision of the agreement shall not exceed the rates established by the Broward County Administrative Code, Part XXVIII, Categories and Maximum Fees for Recovery, Towing, Removing, Storing or Immobilization of Vehicles on Private Property (non-consent), including code sections 27.150, 27.151 as may be amended from time to time, in effect at the time of the provision of services. These rates will be the maximum charged owners of vehicles under this contract.

Maximum rates may only be adjusted if allowed by a formal action by the Broward County Commission, by formal resolution, which amends the Broward County Administrative Code. Such rate adjustments shall be effective on the date provided for by the action taken by the Broward County Commission.

Any proposed fees for additional services shall be submitted in writing and approved by the City prior to implementation.

## GENERAL PROVISIONS

- 1.1 The Contractor shall not engage directly or indirectly without written City approval, in the automobile paint and body repair business or salvage, junkyard or auto recycling business. The Contractor also agrees that during the term of the contract, if the Contractor acquires an interest in any of the above referenced business, the City shall be notified in writing immediately. **The Contractor shall not direct or steer any owner or operator of a vehicle being towed, to any automotive repair, paint or body shop or salvage, junkyard or auto recycling business.** Further, the Contractor shall not undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein without express direction from the owner.
- 1.2 The City of Sunrise agrees to direct and refer to the Contractor orders for removal of wrecked and abandoned vehicles from the streets or other property lying within the City of Sunrise. The Scope of Services shall include the removal of vehicles which are blocking or impeding the flow of traffic and which can be classified as an abandoned or lost, as defined in Chapter 705 of the Florida Statutes.
- 1.3 The Contractor agrees to remove vehicles from the streets or other property within the City limits of Sunrise, Florida, if directed by any authorized representative of the Sunrise Police Department.
- 1.4 The Contractor shall provide Towing and Wrecker Services free of charge for all City owned vehicles within a thirty-five (35) mile radius of the City limits, including transportation of disabled vehicles or equipment to the City Garage or other specified service centers for repair, disabled vehicles to the annual City auction, if required and any City owned equipment that is non-driveable on City streets. City vehicles which are located outside Broward County which require towing services shall be billed to the City at normal commercial rates, as agreed to by Contractor and the City. In the event a vehicle is held for evidence, Contractor shall store the vehicle at his compound at no charge and deliver that vehicle at no charge from his compound to any City designated location, within City limits.

## 2.0 EQUIPMENT

- 2.1 The successful Contractor shall have on hand at all times, in good working order, commercially manufactured equipment as shall permit the Contractor, adequately and efficiently, to perform all of the services required herein.
- 2.2 All towing and wrecker vehicles used by the Contractor shall be of type specifically designed, constructed and equipped for the towing of vehicles for

each class. Vehicles shall be equipped with all standard equipment as specified by the manufacturer for the model.

- 2.3 All towing and wrecker vehicles shall be maintained in a proper operating condition. Vehicles shall comply with motor vehicle safety standards as established by the U.S. Department of Transportation. No towing service equipment shall be used by the Contractor as an emergency vehicle.
- 2.4 The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City of Sunrise or any police agency. The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by Section 713.78(6), F.S. and current Broward County Ordinances.
- 2.5 The Contractor minimally agrees to provide a 2-way radio communication system or a communication system that exceeds this requirement. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service within the city limits. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is at all times required to have the communication system staffed by competent employees.
- 2.6 The Contractor is to have a minimum of four (4) Class "A" Towing/Recovery Vehicles, including flatbed car carriers, a minimum of two (2) Class "B" Towing/Recovery Vehicles, and a minimum of one (1) Class "C" Towing / Recovery Vehicle. (It is preferable that a total of two (2) Class "C" vehicles available if needed) and one (1) Class "D", 60 ton Rotator Tow Truck.

Minimum Standards for each class of vehicle as outlined in Broward County Ordinance 2014-34. Class A, B, C, and D Tow vehicles used by the Contractor must be well maintained and reliable. Contractor shall be required to prove reliability of the fleet. The City shall be the sole judge as to the reliability of the fleet. Factors to be considered in evaluation of reliability shall include but not be limited to year, mileage and maintenance records.

- a. Pursuant to Section 713.78(8) of the Florida Statutes, the name, address and telephone number of the Contractor shall be clearly printed in contrasting colors on the driver and passenger sides of its vehicles. The name must be in at least 3-inch permanently affixed letters and the address and telephone number must be in at least 1-inch permanently affixed letters.
- b. There shall be a rotor beam, strobe or LED type light mounted on top of the vehicle, 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 while in transit. The rotating amber light will 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. A flatbed carrier shall comply with FSS. 316.2397 when transporting vehicles removed under this contract.

- c. Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.
- d. Red lights and red reflectors shall be installed on the rear and rear sides.

Note: A Lowboy will not substitute for the required Class “C” vehicles.

Special Equipment: Equipment such as a Lowboy, air cushions, or major street clean up equipment does not have to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the City, that such equipment is immediately available when the need for this infrequently used equipment occurs.

Lowboy specifications:

- 1. Hydraulic roll back, flatbed, tilt, self-loading with 50,000-pound minimum capacity, 60,000 pounds GVW.
- 2. Hydraulic winch capacity of 10,000 pounds minimum.
- 3. Size: 48 feet long and 102 inches wide.

## 2.7 MISCELLANEOUS EQUIPMENT

The following equipment minimally must be present on all tow trucks:

- a. At least one heavy duty push broom, minimum 24 in. wide, and shovel.
- b. Flood lights and hoist.
- c. One axe.
- d. One crowbar or prybar.
- e. Minimum of one (1) 5 lb. CO2 Fire Extinguisher with current inspection tag or equal.
- f. One set of jumper cables.
- g. One four-way lug wrench.
- h. One high intensity flashlight.
- i. One set of red highway reflectors.
- j. One set of three portable reflectors.
- k. Five 28” FDOT approved traffic cones.
- l. Two red flags at least 1' X 1'.
- m. One pair of bolt cutters.
- n. Sling apparatus for transporting motorcycles.
- o. Oil Dry or Sand for spills.
- p. Lock out kit, (1993 or newer) or similar unlocking device.
- q. One ANSI Class II traffic safety vest for each operator to be worn while on scene.

The City of Sunrise Police or designee reserves the right to inspect any unit utilized in the performance of this Contract at any time during the term of the Contract.

## 3. STORAGE FEES/RATES

Maximum fees for storage cannot exceed the rate(s) established by Broward County Administrative Code Part XXVII, Sections 27.150 and 27.151, as applicable, for each 24 hour period or part thereof. Stored vehicles shall be claimed by the owner or person



lawfully entitled to possession. The Contractor shall provide an itemized statement of all charges made for the towing and storage of the vehicle(s).

- 3.1 Separate printed invoices shall be provided for every towing service under the Contract which set forth the name(s) and address(es) of the Contractor's business location(s). The Contractor, or its authorized representative, will prepare a final bill in duplicate, containing the following information:
- (a) Name and address of the driver of the vehicle
  - (b) License number of vehicle(s).
  - (c) Vehicle Identification Number.
  - (d) Location of tow and reason for the tow such as: accident, parking, road blockage, City vehicle, confiscated, etc.
  - (e) Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
  - (f) Make, year, model, color of vehicle(s) towed and/or stored.
  - (g) A breakdown of the elements of the charges for towing and/or storage. All charges defined as "extras" shall be thoroughly justified in writing on the invoice.
  - (h) The Contractor shall retain a duplicate copy of such invoice, and shall produce same upon request of the Police Department.
- 3.2 The Contractor shall keep a hard cover log of the number and types of calls handled. The log shall contain the date the vehicle or vehicles were towed, the make, model, license plate number, if known, the VIN numbers, and the name and address of the owner or driver or person claiming the vehicle, and the date the vehicle was released to owner or driver. Said log shall be kept at the Contractor's place of business and made available to the City and the Police Department for inspection.

#### 4. STORAGE

- 4.1 The Contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, environmental and ADA regulations sufficient to store all vehicles under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The principal compound maintained by the Contractor, must be of sufficient size and capability to accommodate impounded vehicles. Said compound shall be owned or leased by the Contractor and shall be located in accordance with the distance requirements as specified by Florida Statute 715.07 et al. Storage facilities shall have office and restroom facilities. No repair work or servicing of vehicles shall be permitted in the storage area. The storage facility shall meet the specifications set forth in Section 713.78 (7)(b) as amended from time to time.
- 4.2 The Contractor shall maintain such a compound within fifteen (15) miles of Sunrise City Hall (10770 West Oakland Park Boulevard).

- 4.3 The Contractor shall provide on a 24 hour basis, 7 days a week, employees and sufficient equipment for immediate response calls for service from the Sunrise Police Department or authorized City representative. In addition, the Contractor shall have available adequate personnel to staff their facility from 7:00 A.M. to 7:00 P. M, seven days a week. The Contractor shall provide on-call personnel to release vehicles between 6:00 P.M. and 7:00 A.M., seven days a week. The Contractor agrees to respond to its compound within 30 minutes of notification at the request of the City or shall pay fines in the amount of \$50.00 per incident to the City.
- 4.4 The Contractor shall have space for properly accommodating and protecting all motor vehicles stored in their compound. All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence or a painted 6 foot high concrete wall with barriers to discourage access over the top. The facility shall be protected by an alarm system or approved equal and fully illuminated at all times to discourage theft of any vehicle or any property being stored inside. The following must be located at this compound.
- a. Inside Storage (Minimum 6 spaces available to the City of Sunrise for use at all times) – Provide inside storage for vehicles requiring protection from inclement weather. This area shall be enclosed by solid walls, roof and access door. Paved flooring, hydraulic lift, sufficient electrical lighting and at least one window for ventilation. Working area should be 9’ x 20’ per vehicle with at least an 8’ high ceiling. Storage may not be located on the physical plant (grounds) of another business; i.e., inside storage must be located inside the physical plant of the Contractor’s business.
  - b. Outside Storage (Minimum 100 spaces) – To be maintained includes: removal of junk, trimming of shrubbery, trees and lawns, adequate drainage to prevent standing water after rainstorms. Facility shall be spaced to allow for removal or addition of vehicles. Area shall be enclosed by a solid wall or a substantial wire fence not less than six (6) feet tall and screen the area from public view. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
  - c. Hold Storage (Minimum 4 spaces available to the City of Sunrise for use at all times) Vehicles seized for forfeiture or held for a crime scene investigation (“Hold”) by the Police Department shall be stored in a separate designated area within the facility to prevent physical contamination or deteriorating of degradable evidence. These types of vehicles shall be handled with gloves, stored and transported at no cost to the City, until the case in question is closed or accepted by the Broward County State Attorney’s Office, and not released without authorization by the Police Department. Unless a “Hold” has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida Statutes.
  - d. Office Facilities minimally must include rest room facilities and work place such as a desk with telephone, etc. The physical compound and office to have the name and mailing address clearly painted or a sign on the front of the building. The facility is to be separate from any other business or enterprise and must be accessible 24 hours per day, 7 days

per week. There must be 24-hour radio communication which is staffed 24 hours per day, 7 days per week.

5. RESPONSE TIMES/EMERGENCY/NON-EMERGENCY

- 5.1 Emergency. The Contractor shall respond (arrive at the scene) within 20 minutes of notice with appropriate towing equipment to handle a towing call requested by any authorized representative of the Sunrise Police Department. If said response time exceeds 25 minutes, fines may be assessed as follows:
- a. First and Second Offense: A certified letter of warning
  - b. Third Offense: \$50.00
  - c. Fourth Offense: \$250.00
  - d. Any further Offense: \$500.00, suspension, or termination, at the City's option
- 5.2 Non-Emergency. The Contractor shall respond (arrive at the scene) within 45 minutes of notice with appropriate towing equipment to handle a towing call requested by of the Sunrise Police Department or authorized City representative. If said response time exceeds 50 minutes for a non-emergency tow of a City vehicle, fines may be assessed as follows:
- a. First and Second Offense: A certified letter of warning
  - b. Third Offense: \$50.00
  - c. Fourth Offense: \$250.00
  - d. Any further Offense: \$500.00, suspension, or termination, at the City's option

The Contractor agrees to make payment for any assessed fines within 30 days from receipt of notification of violation. In the event that the Contractor fails to pay any assessed liquidated damages, imposed by the City under Sections 4.3, 5.1 and 5.2 above, the City shall have the right to collect such fines through the bond.

- 5.3 The City reserves the right to cancel a request for towing services including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which fees may be charged.

6. POSTING OF TOW CHARGES

The Contractor shall prominently post in the principal compound, storage facilities and towing vehicles, and a list of the charges as applicable. A list of such charges shall also be provided to the owner or person lawfully in possession of each vehicle towed.

7. FORM OF COMPENSATION

The Contractor agrees to accept the following forms of payment at a minimum, at the storage facility and in the field: cash, credit card and debit card. The prices being charged for services shall be the same, regardless of the method of payment selected. There shall be signage at the facility or an acknowledgement by signature that credit and debit cards are accepted methods of payment with no difference in cost.

8. PROTECTION OF VEHICLES AND PROPERTY

The Contractor's liability for a towed vehicle and all personal property shall commence at the time the wrecker is hooked onto the vehicle to be towed and an inventory of personal property in the vehicle is listed on the property receipt form provided by the City of Sunrise Police Department. This process shall be performed jointly by the Contractor's representative, a Police Officer, and/or the owner of the vehicle. The property receipt form shall be made in triplicate, and shall be signed by all parties. The original copy shall be held by the Contractor as the permanent record. One copy of the inventory shall be given to the owner or operator of the vehicle towed if known, or securely attached to the vehicle, and one copy shall be retained by the Police Department. The Contractor shall maintain such personal property in an appropriate locked property room. 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 the Contract. The owner or operator of the vehicle will be allowed to remove personal property or vehicle accessories from vehicle on a "one-time" basis at no additional charge. Contractor shall not dispose of any personal property listed on the property receipt form to defray any charges for towing or storage of vehicles, without a court order. The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

9. FIRE EXTRICATION TRAINING

The Contractor shall provide approximately 35 vehicles per year for extrication training purposes for the Sunrise Fire Rescue Department. Vehicles provided shall have clear title and that may be used for the purpose of using extrication tools and techniques. The Contractor will be required to deliver the vehicles at the specified site location and retrieve the vehicles upon completion of the training. In addition, the Contractor will provide, at the request of the City of Sunrise Fire Department, use of their storage facility as an extrication-training site.

10. CONTRACTORS MISCELLANEOUS RESPONSIBILITIES

10.1 The City will not be responsible for the collection of payment of any charge for services rendered by the Contractor. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of the vehicle. The Contractor shall have a prominent sign posted at the Cashier's office in the storage facility and on the towing vehicle stating that they will accept cash, credit cards and debit cards as forms of payment.

10.1.1 During the term of the Contract, the Contractor shall not solicit or refer the owner or operator of any vehicle towed under the Contract to any business entity operating an automobile body or automobile repair business in which the Contractor has a direct or indirect interest. Failure of the Contractor to abide by the above referenced conditions shall be considered a material breach of the Contract.

- 10.1.2 During the term of the Contract, the Contractor shall not accept any monetary remuneration (i.e. finder's fee, commission) from automobile body or automobile repair businesses for the referral of such work on any vehicles towed under the Contract.
- 10.1.3 Contractor agrees to assume responsibility for theft of any vehicle stored in the Contractor's compound.
- 10.2 The Contractor shall provide all towing vehicles with a two-way radio communication system. The communication system shall be between the Contractor's base station and all service vehicles utilized in providing towing services. The Contractor further agrees to notify the Sunrise Police Department of any additional telephone numbers or change of numbers. The two-way radios shall not be tuned to any police frequencies. Federal Communications Commission Guidelines will prevail. Contractor shall comply with FSS: 843.16 and shall not install or carry radios or scanners capable of monitoring Sunrise Fire Rescue and Sunrise police department frequencies.
- 10.3 The Contractor shall remove any non-hazardous material, broken glass or debris from the street as a result of an accident and vehicles shall be removed as requested by the Sunrise Police Dept. Any and all "clean up" charges shall be incorporated in the Accident tow rate.
- 10.4 The Contractor shall have access to certified divers when necessary or when requested by the Sunrise Police Department. The Contractor and its employees shall not dive within the waterways or within bodies of water within the City of Sunrise corporate limits for any reason without first obtaining the approval of the on duty shift commander of the City of Sunrise Fire Rescue Department.
- 10.5 The Contractor shall have at least one operational hydraulic lift in their storage area.
- 10.6 The Contractor shall provide weekly, or as specified by the City, a complete and detailed report of vehicles that have been towed per the instruction of the Sunrise Police Department. The Contractor shall also provide a report of the vehicles which have remained on the Contractor's lots for a period in excess of 35 days, and a report of personal property being held by the Contractor, including those that have remained at the Contractor's facility in excess of 35 days. These reports shall be provided to the Sunrise Police Department weekly as required, and shall include but not be limited to: date of tow; location of stored vehicle; towing charges and release information.
- 10.6.1 The Contractor shall dispose of any vehicle or personal property determined by the Police Department to be abandoned according to the Florida Statutes Chapter 705, regulations.
- 10.6.2 The Contractor shall allow representatives of the Sunrise Police Department or other authorized personnel to inspect its facilities, equipment, stored vehicles, personal property and records relative to the Contract, whenever necessary.
- 10.6.3 The Contractor agrees to waive any and all storage and towing fees for any confiscated vehicles being held for the City of Sunrise that are in the process of being awarded to the City in a forfeiture hearing. In the event the contract is expired or terminated, the Contractor agrees to waive any charges for vehicles

held at their location until the case is disposed or the vehicle is transferred to another facility by the City.

10.6.4 The Contractor agrees to be responsible for notifying the registered owner of the whereabouts of the vehicle in accordance with Section 713.78, Florida Statutes. The Contractor agrees to maintain a log at the place of business listing the date, time, and method of notification.

10.7 The Contractor agrees to pick-up unattended drop-off collection bins located on private properties throughout the City of Sunrise upon written notification from authorized Police Department personnel at no additional charge to the City. The pick-up of the collection bins should be within 48 hours of receipt of the request from the Police Department. The collected unattended bins and its contents will be disposed of by the Contractor at the Contractor's discretion.

## 11. RELEASES

The Contractor shall release any vehicle to the respective owner with the proper proof of identification, the title for the vehicle and payment for services. Persons who apply for the release of towed and/or stored vehicles shall be required to present a copy of the property receipt form. In the event the Contractor is holding personal property removed from the stored vehicle, the owner or person entitled to possession shall sign the Contractor's copy of the inventory verifying the release of property. All vehicles which are marked as "hold" shall NOT be released without written authority from the Sunrise Police Department.

Vehicles seized for forfeiture or held for a crime scene investigation pursuant to the City of Sunrise Police, shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation involved at no charge to the City.

## SECTION 2 - ADDITIONAL REQUIREMENTS

1. The Contractor shall have a minimum of three (3) years' experience, provide evidence of satisfactory financial stability and qualified trained personnel. The Contractor shall comply with all the requirements of the Florida Statutes, including but not limited to Chapters 705, 713 and 715, in rendering towing services as specified herein. The Contractor and his representatives shall obey all traffic laws of the State of Florida.
2. The Contractor shall be a holder of a General Towing and Wrecker Service Operating License issued by Broward County and have current decals issued by Broward County for all towing vehicles for the entire term of the Contract.
3. The Contractor shall agree to maintain a State of Florida Department of Motor Vehicles Report on each driver that shall be updated annually. Each driver should have at least (1) one year in towing and recovery work and possess a valid commercial drivers' license in accordance with the Commercial Motor Vehicles Safety Act. The Contractor shall also insure that all drivers dispatched for a tow call under the Contract shall be uniformed, courteous and competent in operating skills.