October 20, 2026

Gus Lovato, CEO
Roadway, Inc.
6980 NW 53 Terrace
Miami, Florida 33166

RE: Renewal of Agreement of the Professional Services Agreement for Towing and Wrecker Services

Dear Mr. Lovato:

As you are aware, the above referenced professional services agreement, which is attached hereto for your convenience, expired on October 7, 2026. The City of Doral would like to extend the term under the same terms and conditions.

As per our discussion, both parties have agreed to renew the agreement for the last year of the contract, effective from October 7, 2026, to October 7, 2027. All terms and conditions outlined in the original agreement will remain unchanged unless otherwise agreed upon in writing by both parties.

The City wishes to thank you for your continued services. Please kindly acknowledge acceptance of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

Respectfully,

Zeida Sardiñas
City Manager

Acknowledge and Acceptance: I have received, read, and understood the terms of this notice. On behalf of Roadway, Inc. I hereby execute this notice as of the date below.

Gus Lovato
Roadway, Inc.

10.30.26
Date

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND ROADWAY INC. FOR TOWING AND WRECKER SERVICES

THIS AGREEMENT is entered into between **Roadway Inc.**, an active, Limited Liability Company (the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, on September 14, 2022 Council Meeting, the City Council of the City of Doral approved Resolution No. 22-167 approving the ranking of Roadway Inc., as a ranking proposer to Request for Proposal No. 2022-02 for and Wrecker Services; and authorizing the City Manager to negotiate and enter into an agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Contract Documents

1.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

1.1.1. ***Request for Proposals No. 2022-02 – Towing and Wrecker Services,*** attached hereto by reference.
1.1.2. Certificates of Insurance are attached as "Exhibit B".
1.1.3. Provider's response to the RFP ("Proposal"), attached hereto as "Exhibit C".
1.1.4. Any additional documents which are required to be submitted by the Provider under this Agreement.

1.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

1.2.1. This Agreement,
1.2.2. This RFP.
1.2.3. The Proposal.

RECEIVED AUG 2 7 2024

2. Scope of Services/ Deliverables

2.1 The Provider shall furnish the professional services to the City as outlined in the Request for Proposal No. 2022-02 for Towing and Wrecker Services, and Providers Response dated April 18, 2022 and all subsequent documentation, which is attached to this Agreement and incorporated herein under Exhibit "A" and made a part hereof by this reference (the "Contract Documents").

2.2 The Provider agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Provider shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

2.3 The Provider represents and warrants to the City that: (i) Provider possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Provider is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Provider is duly authorized to execute same and fully bind Provider as a Party to this Agreement.

2.4 The Provider warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Provider at its own cost, whether or not specifically called for.

2.5 The Provider agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents.

3. Term/Commencement Date

3.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for two (2) years but may be renewed by the City for three (3) additional one (1) year periods for a total of five (5) years as agreed upon by both parties.

3.2 Should the City exercise the optional renewal period(s), The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement.

3.3 Provider agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to The Provider's ability to timely perform Services or any portion thereof, the City may request that The Provider, within a reasonable period of time, provide adequate assurances to the City in writing, of Provider's ability to perform in accordance with terms of this Agreement. In the event that The Provider fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

4. Compensation and Payment

Towing Rate for City Owned Vehicles	
Class A & E Vehicles	
Minimum Police Towing Rate	$ 127.25
Mileage Rate	$ 3.80
Labor Waiting Time After Initial Sixty (60) Minutes	$ 31.90
Maximum Police Towing Rate	$ 127.25
Mileage Rate	$ 3.80
Labor Waiting Time After Initial Sixty (60) Minutes	$ 31.90
City Owned Vehicle Towing Rate	$ 60.00
Class B Vehicles	
Minimum Police Towing Rate	$ 208.65
Mileage Rate	$ 4.40
Labor Waiting Time After Initial Sixty (60) Minutes	$ 52.40
Maximum Police Towing Rate	$ 208.65
Mileage Rate	$ 4.40
Labor Waiting Time After Initial Sixty (60) Minutes	$ 52.40
City Owned Vehicle Towing Rate	$ 100.00
Class C Vehicles	
Minimum Police Towing Rate	$ 296.50
Mileage Rate	$ 5.90
Labor Waiting Time After Initial Sixty (60) Minutes	$ 73.90
Maximum Police Towing Rate	$ 296.50
Mileage Rate	$ 5.90
Labor Waiting Time After Initial Sixty (60) Minutes	$ 73.90
City Owned Vehicle Towing Rate	$ 140.00
Class D Vehicles	
Minimum Police Towing Rate	$ 377.50
Mileage Rate	$ 7.00
Labor Waiting Time After Initial Sixty (60) Minutes	$ 94.60
Maximum Police Towing Rate	$ 377.50
Mileage Rate	$ 7.00
Labor Waiting Time After Initial Sixty (60) Minutes	$ 94.60
City Owned Vehicle Towing Rate	$ 185.00

4.1 All payments due to Provider shall be made by the corresponding towed, vehicle owner. The City shall have no liability whatsoever for payment to Provider, unless the City has incurred charges associated with a tow of a City-owned vehicle or a request of the City Manager and/or the City Police Department. The City shall pay Provider in accordance with the Florida Prompt Payment Act.

4.2 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4.3 The City shall be owed, and Provider shall assess and collect, an administrative rate of$15.00 per tow for the towing of all vehicles Class "A"- "E". Provider shall provide the City, on a monthly basis, with a Tow Log and an Administrative Fee Remittance Report with their payment, substantiating the amount being paid to the City.

4.4 Provider shall pay the City administrative charges on a monthly basis. The method for submitting such payments shall be determined by the City. All payments must be in the form of a cashier's check or money order, payable to the City. Personal or business checks will not be acceptable for payment purposes. Current or future payment plans with the City for payment of overdue monies owed the City will not be accepted or honored.

4.5 Payments due the City from Provider shall be payable to the City no later than the 20th day of the month following the month in which fees/charges were incurred. Whenever provider fails to collect or remit to the Finance Department monies owed the City within the time limit therefore, the City shall assess provider the amount of monies due, plus interest at the rate of one percent (1%) per month or any fraction thereof, and a penalty of ten percent (10%) of the monies due on uncollected or unremitted amounts.

4.6 All administrative fees for public and private towing shall be paid monthly by the due date to the City of Doral. Payments shall be made each month by cash, cashier's check or money order. No personal or company checks will be accepted. Payments shall be made directly to:

City of Doral Police Department
6100 NW 99th Avenue
Doral, Florida 33178

4.7 Provider shall submit to the City, as part of the execution of the Agreement and together with an executed Agreement, an irrevocable letter of Credit ("Letter of Credit") in the amount of Ten Thousand Dollars and No Cents ($10,000.00), which

shall serve to secure Provider's performance under this Agreement. The Letter of Credit must be irrevocable and remain in full force and effect through completion of the term(s) of this Agreement. The Letter of Credit shall be subject to approval by the City Attorney and Risk Management for the City. Provider must provide the City with written verification provided by the issuing financial institution that the Letter of Credit is current and available during each year in which this Agreement is valid. Failure to maintain the Letter of Credit may result in the City terminating this Agreement. Provider agrees and acknowledges that the City May, without demand or notice to Provider, collect from the Letter of Credit all amounts due to the City by Provider and all other amounts required by the City to cure any default of Provider under this Agreement, in the City's sole discretion, including, but not limited to all amounts incurred with the investigation of an act of default and/or efforts to enforce the provisions of this Agreement, such as, without limitation, attorneys' fees. In the event City draws upon the Letter of Credit, Provider agrees to take all action necessary to cause a new letter of credit to be issued or otherwise restored to the original amount stated within five (5) days of receiving notice from the City that the City has drawn on the Letter of Credit.

4.8 Provider shall remain current in their payment of monies owed to the City while under contract. Upon being notified by the City's Finance Department that Provider is in arrears, at any time during the term of this Agreement, Provider shall have within fifteen (15) days from the date of the notice to pay in full. Provider's failure to pay within the specified terms shall serve as grounds on which the City may terminate this Agreement. The failure of provider to pay may also cause the City to disbar Provider as a vendor and be prevented from participation in future towing agreements with the City.

5. City's Responsibilities

5.1 Furnish to Provider, at The Provider's written request, all available data pertinent to the Services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform Services as may be requested in writing by The Provider (if applicable).

6. Provider's Responsibilities

6.1 The contractor must comply with all vehicle manufacturer-towing guidelines.

6.2 The Contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated in the proposal. The contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the services.

6.3 The wrecker crew is responsible to clean all debris from the roadway and adjacent swale/sidewalk.

6.4 Provide an area to include applying Oil Dry to all fluids in the traffic way or sidewalk, bicycle pathway, or other area utilized for the movement of motor vehicles, pedestrians, or bicycles.

6.5 Wrecker crew must have access to underwater recovery apparatus.

6.6 Storage Yard must be located within a ten (10) mile radius of the City.

6.7 Towing and Wrecker services shall be available to the City on a twenty-four (24) hour basis, seven (7) days per week and holidays.

6.8 The contractor is responsible for adhering to special handling of vehicles moved or held for evidence.

7. Default

7.1 In the event The Provider fails to comply with any provision of this Agreement, the City may declare The Provider in default by written notification. The City shall have the right to terminate this Agreement if The Provider fails to cure the default within ten (10) days after receiving notice of default from the City. If the Provider fails to cure the default, The Provider will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, The Provider shall return such sums due to the City within ten (10) days after notice that such sums are due. The Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligations accruing prior to the effective date of termination.

8. Termination Rights

8.1 The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to The Provider, and The Provider reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by The Provider, reparations must be paid to the City in the amount of 50% of the contract amount.

9. Insurance

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required under the RFP. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and included under Exhibit "B". Provider shall certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys' Fees and Waiver of Jury Trial

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification

12.1 Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death directly related to Provider's performance of the Services or to the extent caused by (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, Provider damage, injury or death related to Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of the services under this Agreement by Provider or any act or omission of Provider, its agents, servants, Providers, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. As determined by a court of competent jurisdiction, Provider agrees to pay all claims and losses of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all

costs, judgments and reasonable attorneys' fees which may issue thereon. Each party reserves the right to select its own legal counsel to conduct any defense in any such proceeding, and prevailing party's costs and fees associated therewith shall be the responsibility of the losing party under this indemnification provision. This indemnification agreement is separate and apart from, and in no way limited by, any insurance coverage provided pursuant to this Agreement. This paragraph shall not be construed to require Provider to indemnify the City for its own negligence, willful misconduct or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

13. Notices/Authorized Representatives

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:	Hernan M. Organvidez City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
With a Copy to:	Luis Figueredo, Esq. City Attorney City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
For the Provider:	Roadway Inc. Gus Lovato, President 6980 NW 53rd Terrace, Miami, FL, 33166 Phone: 305-593-7474 Email: glovato@towmiami.com

14. Governing Law

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

15. Entire Agreement/Modification/Amendment

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits

16.1 All records, books, documents, data, deliverables, papers and financial information (the "Records") that result from The Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, upon providing Provider at least a 72 hour written notice, shall have access to and the right to examine and audit any Records of The Provider involving transactions related to this Agreement.

16.3 The City shall have the right to audit Provider's books and records, at the City's expense, upon prior reasonable notice, with regard to the Services provided to the City under this Agreement. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Provider consents to the City requesting from the insurance carrier's confirmation of all fees paid to Provider arising out or related to the City's insurance coverages during the term of this Agreement.

16.4 The City may cancel this Agreement for refusal by The Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.5 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise 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.

17. No Assignability

17.1 The Agreement shall not be assignable by Provider unless such assignment is first approved by the City. The City is relying upon the apparent qualifications and personal expertise of The Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Provider

19.1 The Provider and its employees, volunteers and agents shall be and remain independent Providers and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Representations and Warranties of Provider

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees and/or sub-Providers, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder.

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, and licensed and validly doing business and in good standing under the laws of the State of Florida.

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution,

delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

(e) Provider is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (ii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iii) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules.

(f) Provider warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by The Provider as agreed upon by both parties.

(g) The Provider shall promptly give notice to the City if The Provider shall have been found to have violated any state or federal securities law or regulation in any final and unappeasable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission ("SEC") or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

(h) PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

21. Compliance with Laws

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services provided hereunder.

22. Non-Collusion

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. Truth in Negotiating Certificate

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Upon written notice

from the City, Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year of the City's issuance of the applicable authorization, or Purchase Order to The Provider.

24. Waiver

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. Survival of Provisions

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. Prohibition of Contingency Fees

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

27. Force Majeure

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, epidemic, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs as agreed upon by both parties. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. Counterparts

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

29. Interpretation

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. Discretion of City Manager

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. Third Party Beneficiary

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. No Estoppel

21.2 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

33. Ethics: Conflicts of Interest

33.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

33.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

33.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

33.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

33.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

33.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

33.7 Provider, its officers, personnel, subsidiaries and sub-Providers shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and sub-Providers shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

33.8 Provider, its officers, personnel, subsidiaries and sub-Providers shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Provider

agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

33.9 Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Provider. The City agrees to notify Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Provider, the City shall so state in its opinion and Provider may, at its option, enter into i said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Provider under this Agreement.

33.10 In the event Provider is permitted to utilize sub-Providers to perform any services required by this Agreement, Provider agrees to prohibit such sub-Providers, by written contract, from having any conflicts as within the meaning of this section.

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

Connie Diaz, City Clerk

CITY OF DORAL

By: _____
Hernan M. Organvidez, City Manager

Date: 10/7/2022

Approved As To Form and Legal Sufficiency for the Use And Reliance of the City of Doral Only:

Luis Figueredo, Esq.
City Attorney

Roadway Inc.,

By: _____

Its: CEO

Date: 10-1-2022

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

EXHIBIT "A"
SCOPE OF SERVICES

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

3.1. The scope of services includes, but are not limited to, providing towing and wrecker services for the City on an as needed basis. The contractor is responsible for full and complete compliance with all laws, rules, and regulations, which may be applicable.

The selected firm shall provide, at a minimum, the following list of satisfactory equipment (selected Proposers may substitute a vehicle one (1) class and type higher than that required, i.e., Class "B" slide back for a Class "A" slide back) and quantities that shall be maintained throughout the duration of the contract.

3.1.1. Two (2) Class "A" Wreckers:

a) Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds.
b) Cab to axle dimension of not less than 56 inches.
c) Dual rear wheels.
d) Commercially manufactured hydraulic boom with a minimum capacity of 8,000 pounds.
e) One hundred (100) feet of 3/8 inch steel core cable per winch.
f) Wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.
g) Tow sling or tow bar with a safe lift rating of 3,500 pounds.
h) Two (2) 3/8-inch-high test safety chains.
i) One (1) motorcycle sling or equivalent heavy-duty nylon cargo straps.
j) One (1) pair of jumper cables.

3.1.2. Two (2) Class "A" Slide Back Car Carriers:

- Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds.
- Cab to axle dimension of not less than 102 inches.
- Dual rear wheels.
- Seventeen (17) feet or longer hydraulically operated slide back or tilt bed.

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

- Hydraulically operated winch(es) with a minimum total winching capacity of 8000 pounds.
- Fifty-five (55) feet of 3/8 inch steel core cable per winch, plus a ten (10) foot chain for extra length.
- Two (2) tie down chains, each ten (10) feet in length.
- One (1) pair of jumper cables.

3.1.3. One (1) Class "B" Wrecker:

a) Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds.
b) Cab to axle dimension of not less than 84 inches.
c) Commercially manufactured hydraulic boom(s) with a minimum total capacity of 24,000 pounds.
d) Hydraulically operated winch(es) with a minimum total winching capacity of 24,000 pounds.
e) Two hundred (200) feet of ½ inch steel core cable per winch.
f) Under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds.
g) Two (2) 5/16-inch alloy safety chains.
h) Tow bar or tow-sling equipped.
i) Brake lock.
j) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000-pound capacity.

3.1.4. One (1) Class "B" Slide Back Car Carrier

a) Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds.
b) Cab to axle dimension of not less than 138 inches.
c) Dual rear wheels.
d) Twenty-one (21) feet or longer hydraulically operated.
e) Hydraulically operated winch(es) with a minimum winching capacity of 8,000 pounds.
f) Two (2) tie down chains, each ten (10) feet in length.
g) Four-way lug wrench.
h) One (1) pair of jumper cables.

3.1.5. Two (2) Class "C" Wreckers (One (1) unit to be "Under Reach Equipped)

a) Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds.
b) Cab to bogey dimension of not less than 144 inches.

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

c) Commercially manufactured boom(s) with a minimum total capacity of 50,000 pounds.
d) Winch(es) with a minimum total winching capacity of 50,000 pounds.
e) Two hundred (200) feet of 5/8 inch steel core cable per winch.
f) Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
g) Rear support jacks or outriggers.
h) Two (2) ½ inch alloy safety chains.
i) Tow bar or tow-sling equipped.
j) Two (2) snatch blocks, minimum 24,000 pounds capacity each.
k) Two (2) scotch blocks.
l) Six (6) to eight (8) feet of extra towing chain winch hooks, minimum 4,000-pound capacity.

3.1.6. Additional Equipment

a) One (1) 48' Hydraulic Rollback Trailer.
b) One (1) Tri-Axle Boat Trailer able to handle up to a 30 ft. boat.

3.2. MINIMUM RATINGS

Wreckers shall meet the following minimum ratings:

Wrecker class shall mean the type of towing vehicle, equipment or apparatus used to recover, tow, or remove vehicles. If there have been any modifications to the truck chassis that changes its GVWR, documentation from the dealer, manufacturer or authorized up-fitters supporting the changes must be provided. The wrecker class shall be distinguished as follows:

3.2.1. Class "A" Wrecker

a) Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, GVWR, in accordance with manufacturer's I.D. plate
b) Cab to axle dimension of not less than 56 inches
c) Dual rear wheels
d) Commercially manufactured hydraulic boom with a minimum capacity of 8,000 pounds
e) Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
f) One hundred (100) feet of 3/8 inch steel core cable per winch
g) Wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds
h) Tow sling or tow bar with a safe lift rating of 3,500 pounds
i) Two (2) 3/8-inch-high test safety chains

j) One (1) motorcycle sling or equivalent heavy duty nylon cargo straps
k) Four-way lug wrench
l) One (1) pair of jumper cables

3.2.2. Class "B" Slide Back Car Carrier

a) Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds, GVWR
b) Cab to axle dimension of not less than 102 inches
c) Dual rear wheels
d) Seventeen (17) feet or longer hydraulically operated slide back or tilt bed
e) Hydraulically operated winch(es) with a minimum total winching capacity of 8000 pounds Fifty-five (55) feet of 3/8 inch steel core cable per winch, plus a ten (10) foot chain for extra length.
f) Two (2) tie down chains, each ten (10) feet in length
g) Four-way lug wrench
h) One (1) pair of jumper cables

3.2.3. Class "C" Wrecker

a) Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
b) Cab to bogey dimension of not less than 144 inches
c) Commercially manufactured boom(s) with a minimum total capacity of 50,000 pounds
d) Winch(es) with a minimum total winching capacity of 50,000 pounds
e) Two hundred (200) feet of 5/8 inch steel core cable per winch
f) Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds
g) Rear support jacks or outriggers
h) Two (2) 1/2-inch alloy safety chains
i) Tow bar or tow-sling equipped
j) External air hookup and hoses to supply air to disabled vehicles
k) Two (2) snatch blocks, minimum 24,000 pounds capacity each
l) Two (2) scotch blocks
m) Spring brake - air lock
n) Six (6) to eight (8) feet of extra towing chain winch hooks, minimum 4,000 pound capacity

3.2.4. Class "D" Wrecker

a) Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
b) Cab to bogey dimension of not less than 180 inches
c) Commercially manufactured boom(s) with a minimum total capacity of 70,000 pounds
d) Hydraulically operated winch(es) with a minimum total winching capacity of 70,000 pounds Two hundred (200) feet of 3/4 inch steel core cable per winch
e) Under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 15,000 pounds
f) Rear support jacks or outriggers
g) Two (2) 1/2-inch alloy safety chains
h) Tow bar or tow-sling equipped
i) External air hookup and minimum hoses to supply air to disabled vehicles
j) Two (2) snatch blocks, minimum 24,000-pound capacity each
k) Two (2) scotch blocks
l) Spring brake - air lock
m) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000 pound capacity

3.3. **ADDITIONAL EQUIPMENT**

The Contractor must provide sufficient equipment to retrieve any vehicle or equipment at no extra cost to the City. All towing vehicles must have the following supplies:

- Two-way radio
- Proper Safety Lights
- Amber rotation dome light
- Oil Dry
- Reflectors
- Push Broom
- Square Shovel
- Flares
- Bolt Cutters
- Crowbar
- Flashlight
- Chains
- Way Lug Wrench
- Jumper Cables
- Trash Container
- CO2 Dry Chemical Fire Extinguisher

- First Aid Kit
- Two (2) safety cones (day-glow orange, 2 feet high)

3.4. **VEHICLE WEIGHT CATEGORIES (Organized by Gross vehicle Weight Rating – GVWR)** Vehicle Weight Categories define the type and size of vehicles, buses and equipment that require towing.

3.4.1. Vehicle Weight Category 1
GVWR equal to 10,000 lbs. or less and off-road equipment with a gross weight less than 6,000 lbs.

3.4.2. Vehicle Weight Category 2
Mixed body configurations from 10,001 lbs. GVWR up to general GVWR of approximately 26,000 lbs. and off-road equipment with a gross weight 6,001 lbs. through 10,000 lbs.

3.4.3. Vehicle Weight Category 3
Mixed body configurations from 26,001 lbs. GVWR up to general GVWR of approximately 33,000 lbs. and off-road equipment with a gross weight 10,001 lbs. through 20,000 lbs.

3.4.4. Vehicle Weight Category 4
General GVWR of 33,001 to 64,000 lbs. and off-road equipment with a gross weight 20,001 lbs. through 34,000 lbs.

3.4.5. Vehicle Weight Category 5
Tractor-Trailer combinations and other combined vehicles as well as vehicles with a GVWR greater than 64,000 lbs. This category also includes off road equipment greater than 34,000 lbs., which could be loaded onto a standard 80,000 GVWR tractor flatbed trailer combination without the need for FDOT overweight and/or oversized permits and off-road equipment with a gross weight 34,001 lbs. and above.

3.5. **INVENTORY OF EQUIPMENT**
Proposers shall submit a complete inventory list of towing equipment operated by their company. This list shall show the vehicle's year of manufacture, Gross Vehicle Weight Rating (GVWR), class of operation, VIN, license tag number, and registered owner.

3.6. **CONTRACTOR RESPONSIBILITIES**
The contractor shall be responsible for the following, but not limited to:

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

3.6.1. The contractor must comply with all vehicle manufacturer towing guidelines.

3.6.2. The Contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated in the proposal. The contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the services.

3.6.3. The wrecker crew is responsible to clean all debris from the roadway and adjacent swale/sidewalk.

3.6.4. Provide an area to include applying Oil Dry to all fluids in the traffic way or sidewalk, bicycle pathway, or other area utilized for the movement of motor vehicles, pedestrians, or bicycles.

3.6.5. Wrecker crew must have access to underwater recovery apparatus within parameters of section 2.19.

3.6.6. Storage Yard must be located within a ten (10) mile radius of the City.

3.6.7. Towing and Wrecker services shall be available to the City on a twenty-four (24) hour basis, seven (7) days per week and holidays.

3.6.8. The contractor is responsible for adhering to special handling of vehicles moved or held for evidence.

3.7. LICENSES AND RESUMES

The firm shall provide proof of the following licenses and resumes:

- Resumes of all owners, officers, and key personnel of the firm, inclusive of their experiences and qualifications.
- Picture Identification and Driver Licenses
- Pictures of Equipment and Copies of Titles.
- Provide a history of criminal or civil litigation for the past five (5) years preceding this RFP.

3.8. SUBMITTAL FORMAT

Firms shall prepare their submittals using the following format and shall include, but not limited, to the following:

3.8.1. Letter of Transmittal

The letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely performance of the work. The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and the telephone numbers of such persons. An authorized agent's title or authority. The letters should not exceed two pages in length.

3.8.2. Qualifications and Experience of the Firm

A Qualification statement shall be written with sufficient details on the scope of services requested in this RFP. This statement shall provide the following:

- Executive Summary – Provide a brief summary describing the firms approach to the scope of services, firms background in providing similar services. This summary should be brief and concise to advise the evaluation committee of the basic services, experience of firm's staff, and any other relevant information. A project manager should be provided and assigned to manage all aspects of work.
- Experience of the Firm/Team – Provide the firm's history and background, tax status, principals, offices, owners, board of directors and/or trustees, primary markets served, the total current member of employees, employees by classifications, number of years the firm has been in business.
- Firms/Teams Past Performance – Provide a detailed description of similar contacts, which the firm has ongoing or completed within the past five (5) years. The description shall identify for each project the following:
    - Name of Firm/Client
    - Description of work provided
    - Total Dollar Value of the contract
    - Contract Duration
    - Reference Contact (Name and Phone Number)
    - Prime or Sub Contractor on Project.
- Organizational Chart – Provide an organization chart showing the key individuals assigned to their areas of responsibilities. Must include:
    - Name of the Firm
    - Name of the Employee
    - Title/ Position
    - Years of Experience
    - Years employed within the Firm

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

- Professional Licenses – Provide copies of Professional Licenses for pertinent key personnel that will be providing the services requested in this RFP.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the date or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

3.9. **IRREGULARITIES AND ILLEGAL ACTS**

The auditors shall be required to make an immediate, written report to the Finance Director and City Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

3.10. **F.O.B. POINT**

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

3.11. **CONTRACT CANCELLATION**

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager.

3.12. **COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS**

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful Proposer, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer. The Contractor shall comply with all applicable Federal, State and Local laws regarding" Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

bid/contract, if such a program is required by law. The successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful Proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the successful Proposer is within the City limits to ensure safety rules are not being violated.

3.13. **REFERENCES**

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications. Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned to procurement@cityofdoral.com.

END OF SECTION

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

EXHIBIT "B"
Minimum Insurance Requirements

Proposer must submit with their signed contract, proof of insurance meeting or exceeding the following requirements.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

I. Commercial General Liability

Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	$1,000,000
Policy Aggregate (Per Project)	$2,000,000
Personal & Advertising Injury	$1,000,000
Products & Completed Operations	$1,000,000

Coverage / Endorsements Required
City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City of Doral

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability:	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	$1,000,000

Coverage / Endorsement Required
Employees are covered as insureds
City of Doral included as an additional insured

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

III. **Workers Compensation**
Statutory- State of Florida

Include Employers' Liability Limits:
$100,000 for bodily injury caused by an accident, each accident
$100,000 for bodily injury caused by disease, each employee
$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

V. **Cyber Liability (If Applicable)**
A. Limits of Liability Each Occurrence $1,000,000
Including Liability for Data Breach, Media Content,
Privacy Liability and Network Security for third parties.
Retro Date – Prior to commencement of job.

VI. **Garage Keepers Legal Liability**

A. Limits of Liability $500,000
Comprehensive/Collision

Sub-Providers' Compliance: It is the responsibility of The Provider to ensure that all sub-Providers comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 10 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of The Provider to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: **City of Doral**
8401 NW 53rd Terrace
Doral, FL 33166

DocuSign Envelope ID: 97F4D30E-3084-415C-835B-84465451811F

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review by Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of The Provider/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect The Provider/Vendor's interests or liabilities but are merely minimums.