

**CONTRACT FOR FLEET MAINTENANCE and RELATED SERVICES**

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, 2019, and made and executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF VENICE, a Florida municipality herein referred to as "City", and American Import Auto, Inc, a Florida Corporation herein referred to as "Contractor".

WHEREAS, the City owns and operates a fleet of vehicles which are necessary in order for the City to perform various municipal services; and

WHEREAS; the Contractor operates a business providing fleet maintenance and related services; and

WHEREAS, the City wishes to contract with the Contractor for fleet maintenance and related services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The Contract Documents consist of this Contract, Performance Bond attached hereto as composite Exhibit A and, the City's Request for Proposals No. 3078-18 as amended, Contractor's Proposal for RFQ 3078-18, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

2. The Contractor shall provide fleet maintenance and related services for City vehicles and shall perform all of the work specified in the Contract documents. The term of this Contract is three (3) years commencing on March 1, 2019 and terminating on February 28, 2022. The City may, at its discretion and with the consent of the Contractor, renew the Contract under all of the terms and conditions contained in this Contract for two (2) additional one-year periods. The City shall give the Contractor written notice of the City's intention to extend the Contract term not less than ten (10) days prior to the end of the Contract term then in effect.

3. The Contractor shall furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted industry fleet practices. The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written Amendments. Contractor shall issue a weekly invoice, consistent with the prices provided in Exhibit B, to the City setting forth the work completed to-date by the Contractor. Unless disputed, all invoices shall be paid within thirty days of their receipt.

The Contractor shall furnish all parts and supplies necessary to maintain and repair vehicles and equipment at the fleet facility. Parts installed by the Contractor shall meet Original Equipment Manufacturer specifications, and shall be warranted accordingly. Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment. The Contractor shall have available to the City an audit report showing part costs and a pricing comparison of at least three local suppliers.

4. All services performed by the Contractor in accordance with the Contract documents shall carry a warranty of twelve (12) months or twelve thousand (12,000) miles, whichever first occurs, for each listed vehicle.

5. For all matters concerning this Contract the City's representative shall be the Public Works- Director or Designee, and the Contractor's representative shall be Jeff Hazeltine. Said representatives may be changed at any time by giving written notice of such a change to the other party.

6. All notices, demands, or other writings concerning this Contract shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To City:                      City Manager- Venice City Hall  
                                    401 West Venice Avenue  
                                    Venice, Florida 34285

To Contractor:            Jeff Hazeltine- American Import Auto, Inc.

548 East Venice Avenue

Venice, Florida 34285

Said addresses may be changed at any time by giving written notice of such a change to the other party.

7. Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

8. All services performed by the Contractor in accordance with the Contract documents shall be performed at the City's Public Works Complex, 221 South Seaboard Ave, Venice, Florida. 34285.

9. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

10. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to

City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, [LSTELZER@VENICEGOV.COM](mailto:LSTELZER@VENICEGOV.COM).**

11. The Contractor shall own, install, implement and maintain a Fleet Management Information System (MIS) including: all computer hardware, and software necessary for an electronic record keeping and reporting system for all of the services provided under this Contract. The MIS shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment. The MIS shall include a Fleet Assessment program to target deficient vehicles for a life-cycle/cost analysis.

The MIS must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, etc. The Contractor must provide the City any reports from the system and the data contained therein. Contractor agrees and shall allow the City on-line read-only access to the MIS and the data contained therein.

Any maintenance and/or repair to the MIS will be the Contractor's responsibility. Any internet connection, e-mail addresses, also any office, e-mail or internet software shall be provided by the Contractor for the entire term of the Contract.

12. In connection with all services performed in accordance with this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

13. If there is a conflict between this Contract for Fleet Maintenance and Related Services and any other contract document then this Contract shall prevail. If there is a conflict between the Request for Proposals No. 3078-18 as amended and the proposal submitted by the Contractor dated November 5, 2018, then the request for proposals shall prevail.

14. The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

15. This Contract and the Contract Documents constitute the entire Contract of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

(Seal)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
Lori Stelzer, City Clerk

By \_\_\_\_\_  
John Holic, Mayor

ATTEST:

AMERICAN IMPORT AUTO, INC.

Donna Hazekine

By Jeff Hazekine

Donna Hazekine

Signed by (printed or typed)

Jeff Hazekine  
Signed by (printed or typed)

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_  
Kelly M. Fernandez, City Attorney



# AIA® Document A312™ – 2010

BD 761125

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)  
American Import Auto, Inc.  
548 E. Venice Ave.  
Venice, FL 34285

### SURETY:

(Name, legal status and principal place of business)  
Nationwide Mutual Insurance Company  
1100 Locust St. Dept. 2006  
Des Moines, IA 50391

### OWNER:

(Name, legal status and address)  
City of Venice, FL  
401 West Venice Ave.  
Venice, FL 34285

### CONSTRUCTION CONTRACT

Date:

Amount: \$50,000.00

Description:

Fleet Maintenance and Related Services for the term 1/1/19 - 12/31/19

### BOND

Date: 1/1/19

(Not earlier than Construction Contract Date)

Amount: \$50,000.00

Modifications to this Bond: ☐ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
American Import Auto, Inc.

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

### SURETY

Company: (Corporate Seal)  
Nationwide Mutual Insurance Company

Signature:

Name and

Title: Tara Marie Valentino, Attorney-in-Fact

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

TARA MARIE VALENTINO  
Roberts Insurance Group  
211 Nokomis Ave S.  
Venice FL 34285

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

**SURETY**

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

*[Signature]*  
*Jeff Hazzett Inc Owner*  
*548 E. Venice Ave 34285*

Signature:

Name and Title:

Address:

*[Signature]*  
*TARA MARIE VALENTINO*  
*211 Nokomis Ave S.*  
*Venice FL 34285*



Init.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Tara Marie Valentino

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Hundred Thousand Dollars and 00/100

\$ 100,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS

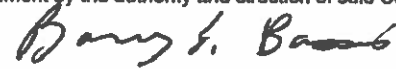
Notary Public, State of New York

No. 02BA4658400

Qualified in New York County

Commission Expires April 30, 2019

CERTIFICATE



Notary Public

My Commission Expires

April 30, 2019

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of February, 2019.

This power of attorney expires: April 30, 2019

  
Assistant Secretary

**EXHIBIT B  
FEE SCHEDULE**

<b>CLASS 1</b>		
<b>ADMINISTRATIVE CARS, VANS, UTILITY VEHICLES, LIGHT TRUCKS ( one ton and under), SHALL RECEIVE PM'S IN ACCORDANCE AS FOLLOWS: (NOTE) These light class vehicles are to have a six (6) hour maximum down time for PM-A and PM- B if dropped off according to the schedule</b>		
Service	Frequency	Unit Cost
PM – A	5,000 miles, or six (6) months, whichever occurs first	\$86.95
PM – B	every twelve (12) months, one year	\$106.95
PM – C	every three (3) years	\$225.95
<b>LABOR RATE FOR NON ROUTINE SERVICE</b>		\$60.00
<b>PERCENTAGE MARK-UP ON PARTS &amp; MATERIALS</b>		10%
<b>CLASS 2</b>		
<b>TRUCKS OVER 1 TON – BUCKET/BOOM &amp; VACTOR TYPE EQUIPMENT HEAVY EQUIPMENT-SPECIAL- BRUSH, AND OFF-ROAD</b> PM B will include operation test of all truck or equipment operations and functions and hydraulic hose and cylinder inspections		
Service	Frequency	Unit Cost
PM – A	5,000miles or 200 hours, or six (6) months, whichever occurs first	\$86.95
PM – B	every twelve (12) months, one year	\$106.95
PM – C	every three (3) years	\$225.95
<b>LABOR RATE FOR NON ROUTINE SERVICE</b>		\$60.00
<b>PERCENTAGE MARK-UP ON PARTS &amp; MATERIALS</b>		15%
<b>CLASS 3</b>		
<b>TRUCKS, SANITATION, (GARBAGE), PACKERS:</b> PM A will include clean out and blade, arm, cable, and hose inspection PM B will include inspection of all hydraulic cylinders		
Service	Frequency	Unit Cost
PM – A	5,000 miles or 200 hours, or four (4) months, whichever occurs first	\$150.00
PM – B	every twelve (12) months, one year	\$185.00
PM – C	every three (3) years	\$320.00
<b>LABOR RATE FOR NON ROUTINE SERVICE</b>		\$60.00
<b>PERCENTAGE MARK-UP ON PARTS &amp; MATERIALS</b>		15%
<b>CLASS 4</b>		

<b>POLICE PATROL UNITS AND FRONT LINE EMERGENCY UNITS</b>		
Service	Frequency	Unit Cost
PM – A	6,000 miles, or four (4) months, whichever occurs first	\$86.95
<b>Safety Inspection- every two (2) months between PM-A</b>		\$60.00
PM – B	every twelve (12) months, one year	\$106.95
PM – C	every three (3) years	\$225.95
<b>LABOR RATE FOR NON ROUTINE SERVICE</b>		\$60.00
<b>PERCENTAGE MARK-UP ON PARTS &amp; MATERIALS</b>		10%

<b>CLASS 5</b>		
<b><u>FIRE APPARATUS- PUMPER TRUCKS,</u></b>		
PM B will include operation test of all equipment and functions hydraulic hose and cylinder inspections		
Service	Frequency	Unit Cost
PM – A	5,000 miles or 200 hours, or four (4) months, whichever occurs first	\$175.00
PM – B	every twelve (12) months, one year	\$210.00
PM – C	every three (3) years	\$300.00
<b>LABOR RATE FOR NON ROUTINE SERVICE</b>		\$60.00
<b>PERCENTAGE MARK-UP ON PARTS &amp; MATERIALS</b>		15%
<b><u>LADDER TRUCK(S)</u></b>		
Service	Frequency	Unit Cost
PM – A	5,000 miles or 200 hours, or four (4) months, whichever occurs first	\$175.00
PM – B	every twelve (12) months, one year	\$210.00
PM – C	every three (3) years	\$300.00
<b>LABOR RATE FOR NON ROUTINE SERVICE</b>		\$60.00
<b>PERCENTAGE MARK-UP ON PARTS &amp; MATERIALS</b>		15%

<b>TRAILERS</b>		
Service	Frequency	Unit Cost
PM - T	Trailer Every 12 months, (1) year with brakes	\$60.00
PM - T	Trailer Every 12 months, (1) year W/O brakes	\$60.00

<b>OTHER EQUIPMENT</b>
------------------------

Frequency	Unit Cost
Other Equipment Every 12 Month, (1) year	\$30.00

**MAXIMUM COSTS OF SPECILIATY SERVICES**

Service	Frequency	Unit Cost
<b>DEF COMPUTERIZED REGEN Max Cost</b>		\$90.00
<b>A/C TEST Max Cost</b>		\$60.00
<b>SHUTTLE TO LOCAL DEALERSHIPS FOR RECALLS</b>		\$0.00
<b>COMPUTER DIAGNOSTICS Max Cost</b>		\$60.00

**INSPECTION COST**

Service	Frequency	Unit Cost
<b>CLASS 1&amp;4</b>		\$60.00
<b>CLASS 2</b>		\$60.00
<b>CLASS 3</b>		\$90.00
<b>CLASS 4</b>		\$120.00
<b>CUROTTO CANS</b>		\$60.00

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

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. Required Coverage

- a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
- b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
- c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
- d) **Garage Keepers Liability:** With limits equal to the full value of the lot or garage. Legal liability form will be acceptable. This coverage shall be required if the maintenance, servicing, cleaning or repairing of any City motor vehicles is inherent or implied within the provisions of the contract.
- e) **Bailee's Customer:** All risk coverage with property limits equal to the City assets in the vendor's Care, Custody and Control.

4. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of

Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.
- k) The City may increase or decrease the coverage and coverage limits required of the contractor by change order.