

RESOLUTION 18-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH WHITE'S WRECKER SERVICE, LLC DBA GULF COUNTY WRECKER SERVICE, RELATED TO YEAR ROUND WRECKER SERVICE AND STORAGE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and White's Wrecker Service, LLC dba Gulf County Wrecker Service, relating to the wrecker service and storage, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of April, 2018.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Jo Smith, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

POLICE

2. MEETING DATE:

APRIL 12, 2018

3. REQUESTED MOTION/ACTION:

Consider Approval of Agreement for the year round Wrecker Service and Storage with White's Wrecker Service, LLC dba Gulf County Wrecker Service.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

STAFF HAS SOLICITED FOR STATEMENTS OF QUALIFICATIONS FOR YEAR ROUND WRECKER SERVICES AND STORAGE. ONLY ONE RESPONSE WAS RECEIVED, FROM WHITE'S WRECKER SERVICE.

STAFF RECOMMENDS APPROVAL OF THE PROPOSED CONTRACT WITH WHITES.

**CONTRACT 16-11
TOWING SERVICES**

This Contract, dated _____ is between the City of Panama City Beach, 110 South Arnold Road, Panama City Beach, FL ("City"), and White's Wrecker Service, LLC dba Gulf County Wrecker Service at 6120 Highway 22, Panama City, FL 32404 ("Contractor").

1. Scope of Work

The City desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide year round transportation, removal and impounding of automobiles, vessels, and other vehicles which are removed from the right of way by order of any Police Office of the City, under the authority of the Code of Ordinances of the City of Panama City Beach, the Standard Operating Procedures of the Panama City Beach Police Department and Florida Statutes, within the corporate limits of the City and on any right of way under the City's jurisdiction.

The Contractor will perform Towing Services as stated in the attached Scope of Services **Exhibit 1**. The Contractor hereby agrees to provide the services to the City according to Request for Qualifications (RFQ), said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being incorporated into this agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon execution of the Contract and continue for a five year period. The services rendered under the initial term of the contract are for the period of _____, 2018 through _____, 2023. At the sole discretion of the City the contract may be renewed for up to three (3) several and consecutive one-year periods.

3. Contract Price

Consideration for this Contract shall be limited to the funds collected by the Contractor for services provided under this Contract from the owners or authorized representatives of the owners of motor vehicles. The rates charged by the Contractor for services provided under this Contract shall be limited to the rates established by Panama City Beach Code of Ordinances Section 22-71. A schedule of current rates authorized by the City is attached as **Exhibit 2**, which rates may be modified by the City at any time.

4. Independent Contractor

The Contractor shall at all times relevant to this contract be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of the City.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall provide another employee to perform the services to the City under this Contract.

6. Cooperation

Contractor agrees to perform the work as requested. Contractor will cooperate with the City of Panama City Beach Police Department or their designee, and specifically to allow the City and Police to evaluate the performance of the work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract.

8. Police Representatives

The City of Panama City Beach Police Department has authority to designate the work to be done by Contractor under this Contract, to inspect such work, and to resolve questions which arise regarding the work. The Contractor or the Contractor's designee shall comply with any instruction of the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The City of Panama City Beach Police Department shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Contract.

9. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provisions of this section shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance as set forth in the Scope of Services.

Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the City, its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any

insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification provisions above, or 2) other claims arising out of the Contractor's performance of this Contract and in which the City has prevailed.

b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

13. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the Contractor:

White's Wrecker Service, LLC dba

Gulf County Wrecker Service

Attn: Richard White

6120 Hwy 22

Panama City, FL 32404

For the City:

City of Panama City Beach

Attn: Mario Gisbert, City Manager

110 South Arnold Road

Panama City Beach, FL 32413

The Contractor shall notify the City of any change to its address. The City will disseminate the address change to all applicable departments and agencies. The Contractor's notification of address change is sufficient if sent by email or facsimile.

14. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

15. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

16. Termination of Contract

The City may terminate this Contract at any time for cause and may also terminate this Contract without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The RFQ are next.
- c. The Contractor's proposal.

18. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

19. Drug Free Workplace

All contractors, subcontractors, vendors or consultants of the City shall have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

20. Public Records

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

CITY OF PANAMA CITY BEACH

By: _____
Mario Gisbert, City Manager

Attest:

Jo Smith, City Clerk

Approved as to form

City Attorney

WHITE'S WRECKER SERVICE, LLC dba
GULF COUNTY WRECKER SERVICE

By: _____
(Authorized Representative)

Its: _____

STATE OF FLORIDA
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this ___ day of _____, 2018, by _____, as _____ of White's Wrecker Service, LLC dba Gulf County Wrecker Service and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

**EXHIBIT 1
TOWING SERVICES
SCOPE OF SERVICES**

- I. **TECHNICAL AND OPERATIONAL REQUIREMENTS** - The Proposer should be a holder of all applicable City, County and State licenses and permits as may be required to operate this type of business and must be in good standing. Such company or business shall have been conducted actively for a minimum of three (3) years.
- II. **RESPONSE TIME** – The Proposer is to respond (arrive at the scene) within twenty (20) minutes of notice at any time of the day or night with appropriate equipment at the request of the City or the Panama City Beach Police Department (PCBPD). The Proposer assumes all liability in meeting the twenty (20) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The following penalties shall apply, on an annual basis, to the Proposer for failure to respond within the required timeframe:
- A. 1st & 2nd offense: Verbal Warning
 - B. 3rd Offense: Certified Letter of Warning
 - C. 4th Offense: \$250.00 Fine
 - D. 5th Offense: \$350.00 Fine or suspension at City's option
 - E. Any Further Offense: \$500.00 Fine, suspension/termination, City's option

If the Proposer can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Proposer is not to hook up or move any vehicle, trailer, vessel or any other vehicle at the scene in any way without first having received instructions from a PCBPD Officer.

- III. **SERVICE CALL CANCELLATION** - The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The proposer agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.
- IV. **ETHICS AND CONDUCT** - The Proposer agrees to conduct operations in an orderly, ethical and businesslike manner. Dealing with the general public can be very sensitive in nature and may require the Proposer and his personnel to do so on a daily basis. Proposers are required to extend common courtesies such as:
- A. To expedite the release of a vehicle, trailer, vessel, or other vehicle in accordance with the terms as set forth by the City and the Panama City

Beach Police Department.

B. To assist the owner of any vehicle in retrieving documents from the vehicle to establish ownership.

C. To allow the owner to remove the license plate and any unattached personal possessions.

D. To explain fully and politely the reason for the tow and all charges levied.

E. If a dispute occurs, the proposer shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.

V. PROPOSER PERSONNEL - The Proposer shall have available sufficient qualified personnel for the operation of the equipment and to staff the office facilities as required to perform as specified. The Proposer shall maintain a State of Florida Department of Motor Vehicles report on each driver, to be updated annually. Each wrecker shall be operated by a driver who must meet the following qualifications:

A. Possess a valid license in accordance with F.S. 322

B. Shall be familiar with the layout of the City streets.

C. Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver and be familiar with wrecker operations.

D. Shall wear a uniform with the name of the company.

E. Shall follow the rules for wrecker operators as outlined in the Panama City Beach Police Standard Operating Procedure (SOP) 1807 – Section IV. (Attached)

F. Have training in specialized recovery wrecker services, heavy duty wrecker/recovery practices and hazardous materials awareness.

G. Have knowledge and understanding in Traffic Incident Management including Florida “open Roads” policy and “Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids”.

H. Proposer agrees that the owner(s) of the company or officers of a corporation shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

VI. EQUIPMENT REQUIREMENTS – The Proposer is to provide the minimum number of wreckers in each classification listed below. If additional wreckers in any or all classes are required to handle the volume of tows requested, the Proposer is to provide them at no cost to the City. Proposer agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total service requirements.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service shall be used by the Proposer as an emergency vehicle. All towing vehicles must be equipped with a two-way radio (CB radio's do not meet the requirement) or cellular telephone capable of covering all assigned territories.

The Proposer shall have full control and total availability of all equipment listed below in his/her inventory:

A. Class "A" Towing/Recovery Vehicle

Quantity: Two (2), including flatbed/slide back carriers

1. To be used for the removal of cars, light trucks, or vehicles weighing 10,000 pounds gross vehicle weight (GVW) or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 GVW with a boom and winch having a manufacturer's rating of at least 4+ ton capacity mounted on the chassis. In addition, operators may use a roll back or slide back carrier.
2. A minimum of 100 feet of 3/8 inch cable.
3. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class "A" wreckers as long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.
4. Class "A" roll back or slide back wreckers must have a minimum of a one-ton truck with a 16 foot bed, dual wheels and one winch with an 8,000 pound capacity. It must also have a minimum of 50 feet of 3/8 inch cable, 2 spot (flood) lights mounted on the rear of the carrier, and a minimum of 2 safety tie-down chains at least 10 feet each in length.

B. Class "B" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for removal of medium duty trucks or vehicles weighing 20,000 pounds GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a manufacturer's rating of at least 10+ ton capacity mounted on the chassis.
2. A minimum of at least 1/2 inch cable on each drum.
3. Flood lights on the hoist.
4. Dual rear tires.

C. Class "C" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for the removal of heavy trucks, house trailers, buses or vehicles weighing over 20,000 pounds GVW. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW or 50,000 pounds GVW for tandem axel trucks with a boom and twin winches having a manufacturer's rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of 200 feet of at least 5/8 inch cable on each drum.

3. Air brakes so constructed as to lock the rear wheels automatically upon failure.
4. External air hook-up hoses to supply air to disabled vehicles.
5. One (1) set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
6. Flood lights on the hoist.

D. Class "A" Off Road Towing/Recovery Vehicle

Quantity: One (1)

1. Must be 4 wheel drive. It shall have a minimum GVW rating of 14,500 pounds with a 16,000 pound boom capacity and an 8,000 pound winching capacity.
2. A minimum of 100 feet of at least 3/8 inch cable.
3. The wheel lift must have a minimum rating of 5,000 pounds retracted and 4,000 pounds extended.
4. A minimum safe lift rating of 3,500 pounds for the tow sling.
5. Must have two (2) safety chains 5/16 inch Grade 70.

E. Special Equipment

1. Equipment such as a lowboy, air cushions, or major street clean up equipment does not have to be a part of the Proposer's inventory. However, Proposer must demonstrate, to satisfaction, that such equipment is immediately available to him/her when/if the need occurs.
2. One (1) Company owned or leased 50 ton hydraulic, extendable, fixed boom towing/recovery vehicle with a boom structural rating of 100,000 pounds or rotator type towing/recovery vehicle with the same capacity or greater. A minimum of 2 planetary winches with a manufacturer's rating of 50,000 pounds each and 200 feet of 3/4 inch cable. The boom shall extend a minimum of 150 inches beyond the tailgate. The boom shall elevate to a working height of 21 feet. The truck chassis shall be a minimum of 62,000 pounds GVW. It shall be equipped with an under reach tow unit with a capacity of 50,000 pounds. The chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks – in some cases while they are still overturned.
3. One (1) Company owned or leased 35 ton capacity rotator type heavy duty towing/recovery vehicle or extendable boom towing/recovery vehicle with the same capacity or greater. The Proposer may request to substitute a mobile crane for the rotator. To be considered, the mobile crane shall have a minimum capacity of 35 tons and be equipped for truck crash recovery with appropriate tool supplies and rigging. A valid OSHA certified crane operator certification is required. The City reserves the right to approve or reject the request to substitute a crane for the rotator towing/recovery vehicle.

4. One (1) Company owned or leased support vehicle with an enclosed or utility body and a roof mounted DOT approved manual uniform traffic control device (MUTCD) type B arrow board. The truck should be stocked with MUTCD's and the additional tools, equipment and materials need to perform total service requirements.

5. One (1) Company owned or leased heavy duty skid steer loader with bucket, broom, and fork attachments. The loader should have the capability to load a dump truck.

6. One (1) Company owned or leased tandem axel tractor with sliding 5th wheel.

VII. MISCELLANEOUS REQUIREMENTS/EQUIPMENT – Towing/Recovery vehicles of all classes should include the following:

A. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.

B. Dual rear wheels.

C. Clearance and marker lights and all other equipment as required by Florida Statutes.

D. A rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides. The amber lights shall be engaged at all times while on the scene and during the tow from the scene.

E. At least one (1) heavy duty push broom with a minimum width of 24 inches on each vehicle.

F. One (1) square shovel on each vehicle.

G. One (1) long handled axe on each vehicle.

H. One (1) crowbar or pry bar.

I. A minimum of one (1) four (4) pound CO2 or dry chemical fire extinguisher. It must be of an approved type and have a current inspection tag attached.

J. One (1) pair bolt cutters on each vehicle.

K. One (1) set of jumper cables on each vehicle.

L. A minimum of one (1) four (4) way lug wrench on each vehicle.

M. At least one (1) charged flashlight on each vehicle.

N. A minimum of five (5) thirty minute fuses (flares) on each vehicle.

O. One snatch block for each winch with manufacturer's rating to match winch.

P. Extra towing chain 6-8 feet in length with hooks on each vehicle.

Q. Dollies.

R. Flood lights mounted on the hoists.

S. A wheel lift to enable transport of all types of vehicles without damage.

T. Fifty (50) pounds of sand or suitable equivalent on each vehicle.

VIII. TOW TRUCK MARKINGS - The Proposer agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Proposer and the Panama City Beach Police

Department. The name, address, and telephone number of the Proposer must be applied as required by section 713.78(6), Florida Statutes.

- IX. **NOTE:** The Proposer will be required to have a minimum of two (2) vehicles available at all times to respond within 20 minutes to a scene on a twenty-four (24) hour basis seven (7) days a week.
- X. **INSURANCE REQUIREMENTS** – The Proposer shall be insured with liability insurance of not less than \$1,000,000.00 General Liability, \$2,000,000.00 Aggregate and \$50,000.00 “on hook” coverage. Coverage must be shown in the name of the establishment, the amount insured, effective date, and expiration date of said policy.
- XI. **MAXIMUM RATES FOR TOWING** – Maximum rates are set forth in the City of Panama City Beach Code of Ordinances, section 22-71.
- XII. **STORAGE FACILITIES** – The Proposer will maintain a storage facility or facilities to include a storage garage and outside facilities. Such places of storage shall comply with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him/her until such vehicle(s) are claimed by the owner or otherwise disposed of legally. Storage facilities must be in compliance with PCBPD SOP 1807 – Section IX. (Attached)
- XIII. **AGREEMENT TO ABIDE WITH PCBPD POLICY REGARDING PRIVATE TOWING** – The Panama City Beach Police Department’s policy with respect to vehicles at the scene of an accident which are not impounded by the Police Department and which require towing by a wrecker shall be as follows: That any qualified wrecker company requested by a citizen may be called to the scene of an accident by a Police Officer via the police dispatcher. The Panama City Beach Police Department reserves the right to call the Proposer’s wrecker to the scene provided the Officer determines that the vehicle is or is likely to become an obstruction or hazard; and that it is in the interest of the health, safety and welfare of the general public to remove the obstruction without undue delay. In the event that the citizen does not have a preference of wrecker services, the Proposer’s wrecker will be summoned to the scene.
- XIV. **GENERAL AND LEGAL REQUIREMENTS** - Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. This RFQ, responses from Proposer’s and resulting awards from this RFQ shall be governed by the laws of the State of Florida. Any legal actions between the City of Panama City Beach, The Panama City Beach Police Department and the successful Proposer shall be brought in Bay County, Florida.

EXHIBIT 2
(SECTION 22-71, CITY CODE OF ORDINANCES)

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) *Towing Charges:*

a. **CLASS A wrecker:**

(i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. \$87.50

If "dolly" required, an additional \$20.00

(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. \$97.50

If "dolly" required, an additional \$20.00

b. **CLASS B wrecker:**

(i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m.

\$115.00

(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m.

\$125.00

c. **CLASS C wrecker:** \$220.00

(2) *Storage Charges:*

a. **CLASS A wrecker:**

First six (6) hours No Charge

b. After six (6) hours, per twenty-four (24) hour period or fraction thereof:

Outside \$15.00

Inside \$20.00

c. **CLASS B wrecker:**

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof \$20.00

d. **CLASS C wrecker:**

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof \$30.00

(3) *Administrative Charges:* A maximum of thirty dollars (\$30.00) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four (24) hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4) *Mileage Rate:* Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a. **CLASS A wrecker:** \$3.00

b. **CLASS B wrecker:** \$4.00

c. **CLASS C wrecker:** \$4.00

(5) *Hourly Rate*: For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a. **CLASS A wrecker:**

Per hour \$78.00

Per ¼ hour \$19.50

b. **CLASS B wrecker:**

Per hour \$80.00

Per ¼ hour \$20.00

c. **CLASS C wrecker:**

Per hour \$175.00

Per ¼ hour \$43.75

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)