

**RESOLUTION 16-92**

**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 renewal of the Agreement between the City, Bay County Board of Commissioners and Whites Wrecker Service, LLC dba Gulf County Wrecker Service, relating to **year round Towing Services**, 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 23<sup>rd</sup> day of June, 2016.

**CITY OF PANAMA CITY BEACH**

By: 

Mike Thomas, Mayor

**ATTEST.**

  
Diane Fowler, City Clerk



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/POLICE

2. MEETING DATE:

JUNE 23, 2016

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION AUTHORIZING CONTRACT WITH WHITE'S WRECKER SERVICE FOR YEAR-ROUND TOWING SERVICES

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)

In February 2016, the County advertised for bids for year-round removal and impound of vehicles abandoned or illegally parked on the right of ways, and for the impound of scooters operated after dark during Spring Break. On June 7, 2016, the County awarded the contract to White's Wrecker Services.

The City is authorized to piggyback contracts for competitively bid services when the bids for such services have been opened within the last year. This contract expressly contemplated the provision of services to the County and the City.

The County delivered this Contract and Notice of Award to the City on Monday, June 20, and Staff requests it be added to the Council's agenda for consideration at the June 23 meeting so that it may be in place for July 4th weekends.

## CONTRACT 16-11 TOWING SERVICES

This Contract, dated June 7, 2016 is between the Bay County Board of Commissioners, at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), the City of Panama City Beach, 110 South Arnold Road, Panama City Beach, FL 32413 ("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 County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide year round removal and impounding of abandoned or illegally parked vehicles from the right of way of the service area identified in **Appendix A**. In addition, the Contractor would remove and impound rented motor scooters illegally operated after dark during Spring Break.

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 County according to Request for Qualifications (RFQ) 16-11 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 June 1, 2016 through May 31, 2021. County, City and Contractor may agree in writing to other periods of service during the initial and any renewal terms. At the sole discretion of the County or the City the contract may be renewed for up to three (3) several and consecutive one-year periods for each respective jurisdiction, or jointly for both jurisdictions.

### 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 Bay County Code Provision 24-100 in the unincorporated County, and as established by Panama City Beach Code of Ordinances Provision 22-71 for services in the incorporated area. A schedule of current rates charged by the County and the City is attached as Composite **Exhibit 2**, which rates may be modified by County or 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 Bay County.

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 County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Bay County Sheriff's Office or the City of Panama City Beach Police Department or their designee as requested, and specifically to allow the County, City, Sheriff, and Police to inspect 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 and consistent with the requirements of the ITB.

8. Sheriff and Police Representatives

The Bay County Sheriff's Office and the City of Panama City Beach Police Department have 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 Bay County Sheriff's Office or the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The Bay County Sheriff's Office and 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 County, Contractor shall provide proof of such compliance to the County.

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 provision of this section shall constitute grounds for the County 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 County notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 3** to this Contract and incorporated by reference.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, City, Sheriff, and Police, and their 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 County, City, Sheriff, and Police the cost of the County, City, Sheriff, and Police'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 County, City, Sheriff, or Police have prevailed.

b. The County, City, Sheriff, and Police 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 County, City, Sheriff, and Police shall be in addition to any and all other legal remedies available to the County, City, Sheriff, and Police and shall not be considered to be the County, City, Sheriff, and Police'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 County:

Bay County Board of County Commissioners  
Attn: Ken Schnell  
840 W. 11<sup>th</sup> Street  
Panama City, FL 32401

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 Commissioners  
Attn: Mario Gisbert, City Manager  
City Hall: 110 S. Arnold Road  
Panama City Beach, Florida 32413

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. 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 County.

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 County or City may terminate this Contract at any time for cause and may also terminate this Contract with or 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 bid form and attachments are next.
- c. The initial bid provisions are final priority.

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.

[SIGNATURES ON THE FOLLOWING PAGES]

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

Executed by:

BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA

By: \_\_\_\_\_  
Mike Nelson, Chairman

Attest:

\_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Office of Bay County Attorney



Executed by:

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Mario Gisbert, City Manager

Attest:

\_\_\_\_\_  
Diane Fowler, 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 \_\_\_\_\_, 2016, 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

EXHIBITS:

1. Scope of Work with Appendix A and Appendix B
2. Insurance Requirements

**EXHIBIT 1  
TOWING SERVICES  
SCOPE OF WORK**

**QUALIFICATIONS OF CONTRACTORS**

The Contractor, or principles of the Contractor, shall be regularly engaged in the business of providing the services as described herein. The Contractor shall have sufficient financial support, equipment, and organization to ensure that it can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the Contractor, principle owners, partners, corporate officers, or management employees.

Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

**WRECKER DRIVER RULES/REQUIREMENTS**

All wrecker drivers and drivers must have in their possession a valid Florida Driver's License for the operation of any vehicle driven. Prior to approval, the Bay County Sheriff's Office and Panama City Beach Police Department shall obtain background information on each driver, including the driver history record. The Contractor shall immediately notify the Bay County Sheriff's Office and the Panama City Beach Police Department of any changes in wrecker driver(s), wreckers, wrecker unit number, insurance coverage, or any other changes relating to ownership or management of the business.

Wrecker drivers and their drivers are required to comply and be familiar with Florida Uniform Traffic Control Law, F.S. Chapter 316 and F.S. 323.002.

Wrecker drivers shall be thoroughly familiar with the operation on the wrecker.

**WRECKERS AND EQUIPMENT**

Contractor shall list and enumerate all wreckers and towing equipment that shall be available to respond to requests for service:

Class A wreckers

Slide-back carriers, Class A or B Class B wreckers

Class C wreckers (or greater)

All vehicles must be owned or directly leased by the Contractor or authorized Subcontractors. Contractor shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back carriers. All equipment shall be maintained in a state of readiness for response as delineated in the Contract.

All equipment shall be free of unsightly damages and shall always be clean and

presentable to the public. All trucks shall have fenders, doors, hoods, and bumpers intact at all times when in operation. Company names, addresses, and phone numbers shall be visible on both doors of the Contractor's call for service vehicles.

The Bay County Sheriff's Office and the Panama City Beach Police Department are not responsible for any damage to a vehicle or personal injury caused by the wrecker driver.

## **STORAGE LOT**

Contractor must have a storage lot located in the area between the Hathaway Bridge and Phillips Inlet properly identified by signs on the exterior of the fence or structure and visible from adjacent access roads.

The storage lot shall be of sufficient size to store 50 vehicles, properly spaced to provide access for removal or addition of vehicles. The storage lot must have a durable surface, properly drained, and enclosed. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored. It must be screened from all public rights-of-way by a six (6) foot masonry wall or fence. Any wire at the top of the wall or fence must be in addition to the six (6) foot. No repair work or servicing of vehicles shall be permitted in the storage area. Facility shall be lighted and staffed 24 hours per day, seven days per week during the period of operations outlined in the Contract.

The Contractor shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in the Contractor's possession.

Contractor's storage facilities shall comply will all applicable Building, Zoning, and Fire regulations.

## **REQUEST FOR SERVICE AND RESPONSE TIME**

All requests for service will be made through the Bay County Sheriff's Office or the Panama City Beach Police Department. The County or the City of Panama City Beach, acting through the Bay County Sheriff's Office or the Panama City Beach Police Department, reserve the right to cancel a request for service at any time, including up to the time of hookup.

Contractor shall respond to the scene of all requests for service made through the Bay County Sheriff's Office or the Panama City Beach Police Department within twenty minutes of receiving the request for service. The wrecker driver shall notify the Bay County Sheriff's Office or the Panama City Beach Police Department Communications Section as the case may be of any estimated time of delay and the reason for the delay.

Contractor will be required to use its own skill, judgment and equipment to responsibly tow, store and release vehicles required to be towed under the Contract.

The Bay County Sheriff's Office and Panama City Beach Police Department need not be present at the scene to request service.

Contractor shall be obligated to tow vehicles designated by a Bay County Sheriff's Deputy or a Panama City Beach Police Officer, or any law enforcement officer working with either department, as illegally parked within the service area and service period of this agreement. Parking violation tickets may not be issued. Designation shall be made by the officer's oral, radio transmission to his/her dispatcher identifying him/herself, providing a "quick" description of the vehicle(s), the registration number(s) and state of registration and the general location of the vehicle(s). Promptly after designating one or more cars to be illegally parked, the officer will request the contractor to tow and give the contractor the same information given the dispatcher. The officer may, or may not be present when the tow is initiated. If the officer is not present, before initiating the tow the contractor shall confirm by oral communication with the dispatcher that the vehicle identified by location, general description and registration number and state has been designated as illegally parked. The contractor is encouraged to report illegally parked vehicles and request an officer be dispatched to designate them as illegal and subject to tow. The contractor shall not tow any vehicle not confirmed as illegally parked by the officer present or by the dispatcher. The purpose of this process is to expedite removal of illegally parked vehicles by authorizing tows outside the presence of the designating officer, but at the same time having a law enforcement officer create a record, to be confirmed by the contractor, that the vehicle is illegally parked.

During Spring Break only, which is defined as March 1 through March 31, or as otherwise designated by the Bay County Board of County Commissioners on an annual basis, Contractor may initiate towing of vehicles illegally parked within the service area. To initiate this process, Contractor shall first report illegally parked vehicles to the dispatcher, provide a description of the vehicle(s), the registration number(s) and state of registration, and the general location of the vehicle(s). The dispatcher will enter this information into a tow log. Only after the dispatcher gives Contractor approval, may the Contractor tow the vehicle(s).

Bay County and the City of Panama City Beach reserve the right to call other towing companies to provide service within the service area whenever contractor is not able to adequately or timely provide service.

All wrecker operators, telephone operators, storage lot attendants and other personnel utilized by contractor shall at all times be dressed in clean and neat attire and conduct themselves in a calm, polite, professional and respectful manner regardless of how abusive a person offended by the tow may become. In the event of a complaint deemed justified by the Bay County Sheriff's Office or the PCB Police Department, the contractor shall be required to make a written apology to such persons and in such form and substance as the Bay County Sheriff's Office or the PCB Police Department may require.

Sirens on wreckers are prohibited. Unless authorized by the Bay County Sheriff's Office or the Panama City Beach Police Department, flashing amber lights shall not be used while responding to a call for wrecker service.

Unless the Bay County Sheriff's Office, Panama City Beach Police Department or vehicle owner specifically requests the transport on a slide back carrier, Contractor shall charge the rate for the equipment required to safely tow the vehicle, regardless of the tow vehicle used. Any ancillary service, such as the use of a dolly, dropping and hooking up linkage, is to be performed only if required and appropriate.

When a vehicle is released at the scene by the investigating deputy or officer the wrecker driver shall tow the vehicle directly to the designated storage lot.

### **COMMUNICATIONS EQUIPMENT**

All wreckers operated pursuant to this rule shall be equipped with a business-type communication radio, mobile telephone, or cellular phone. There shall be one radio or telephone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission (FCC). This equipment shall enable the wrecker driver to communicate with his area of operations from any point within the county or call zone. A citizens band (CB) radio does not meet the requirements of this section.

The Contractor will maintain a central phone number that is answered 24 hours a day.

### **TOWING AND STORAGE RATES**

The applicable tow rate structure shall depend upon the requirements of the towed vehicle, rather than the actual tow truck used; e.g. if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed.

If prior to towing, a ticketed vehicle is secured to a wrecker and the vehicle owner appears to claim their vehicle, the operator shall be entitled to charge 50% of the regulated tow charge and shall immediately release the vehicle.

Daily storage charges shall be predicated upon each twenty-four hour period, such charges beginning at the actual time of impounding, e.g. 1:00 pm Monday to 12:59 pm Tuesday, will represent one storage-charge day. Pursuant to F.S. 713.78(2) and Bay County Code Chapter 24 Article IV no storage fee shall be charged if such vehicle is stored for less than six hours.

The owner shall be furnished with an itemized statement of all charges for the towing and/or storage of the vehicle when the towed and/or stored vehicle is claimed by the owner.

Bay County, the Bay County Sheriff's Office, or the Panama City Beach Police Department shall not be held responsible or liable to the Contractor for non-payment of

any towing or storage fees to the Contractor by the owner of the vehicle.

Personal property in the vehicle stored by the Contractor shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.

#### **VIEWING OF VEHICLES/REMOVAL OF PERSONAL PROPERTY**

The Contractor shall allow the registered owner or their authorized representative to view said vehicle at all times on the Contractor's premises without any restrictions or requirements other than proof of ownership. If such proof of ownership is claimed to be in the vehicle, the Contractor shall retrieve those items.

The Contractor shall permit every vehicle owner or their authorized representative to inspect the towed vehicle immediately upon their arrival at the storage site and prior to any payment of charges.

The owner or their authorized representative shall be permitted to remove from the vehicle any and all personal possessions inside but not affixed to the vehicle, including but not limited to radios and telephones, and Contractor shall assist any vehicle owner/representative in doing so. No release or waiver concerning payment of towing and storage shall be required as a condition of release of personal property.

#### **SIGNAGE**

Contractor shall provide the County with a sufficient number of metal signs measuring at least 3 inches by 9 inches, which must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, the name and current telephone number of the Contractor towing or removing the vehicle, which the County shall attach to no parking or tow area signs.

**EXHIBIT 3  
BAY COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to 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 Bay County Board of Commissioners. 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 County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County 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 County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.



b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the county. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**4. ADDITIONAL INSURANCE**

If checked below, the County requires the following additional types of insurance.

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

**Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

\*Not required if this coverage is included in "On-hook/Cargo Coverage" or elsewhere in the policy and shown on the Certificate of Insurance.

**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to provide protection against claims that may arise from the daily operations or services provided by the Contractor and its employees.

**Garage Keepers Coverage (Direct Excess or Direct Primary)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, for vehicles of others while in the care, custody, and control of the Contractor. Direct Excess provides legal liability coverage, but also will pay for damages that were not your fault if there is no other coverage on the car. Direct Primary provides that your policy pays for damage to the car regardless of fault even if there is other insurance on the car.

Minimum coverage allowable is Direct Excess.

**On Hook/Cargo Coverage**

This covers exposures that involve property and merchandise of others while in transit, such as a vehicle in tow and its contents.

**Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of separate policy coverage Watercraft Liability or Protection and Indemnity.

**Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

#### **INSURANCE FOR CITY OF PANAMA CITY BEACH.**

The insurance provisions set forth above shall govern any piggy back or contract with the Contractor and the City of Panama City Beach.



Purchasing Department  
840 West 11<sup>th</sup> Street, Suite 2500  
Panama City, FL 32401  
Telephone: (850) 248-8270  
Fax: (850) 248-8276

BOARD OF COUNTY  
COMMISSIONERS

www.baycountyfl.gov

**NOTICE OF AWARD**

840 WEST 11<sup>TH</sup> STREET  
PANAMA CITY, FL 32401

TO: Richard White  
White's Wrecker Service, LLC  
dba Gulf County Wrecker Service  
6120 Hwy 22  
Panama City, FL 32404

COMMISSIONERS:

MIKE NELSON  
DISTRICT I

GEORGE B. GAINER  
DISTRICT II

WILLIAM T. DOZIER  
DISTRICT III

GUY M. TUNNELL  
DISTRICT IV

VACANT  
DISTRICT V

**PROJECT DESCRIPTION: 16-11 Towing Services**

Bay County has considered the proposal submitted by you for the above described WORK in response to its Request for Qualifications 16-11, dated March 12, 2016. You are hereby notified that your proposal has been accepted.

You are required by the Respondent Instructions to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your proposal as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 7th day of June, 2016.

ROBERT J. MAJKA JR.  
COUNTY MANAGER

**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

By: Sheila J. Jones

Title: Contract Administrator

cc: Clerk  
Department  
Risk Management



**Bay County Board of County Commissioners  
Agenda Item Summary**

Towing Services Contract Award

**DEPARTMENT MAKING REQUEST/NAME:**  
Purchasing Department Wendi Sellers, Director

**MEETING DATE:** 6/7/2016

**REQUESTED MOTION/ACTION:**

Board award and authorize chairman to sign a contract with the top ranked firm, White's Wrecker Services, LLC for 16-11 Towing Services.

**AGENDA**

Purchasing Office - Consent

**BUDGETED ITEM? N/A**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

**BACKGROUND:**

Request for Qualifications (RFQ) 16-11 Towing Services for year round removal and impounding of abandoned or illegally parked vehicles from the right of way of the service area was advertised February 12, 2016. Responses were received from two (2) firms and opened on March 15, 2016. The Evaluation Committee ranked the firms as follows:

- |                               |   |
|-------------------------------|---|
| White's Wrecker Services, LLC | 1 |
| Discount Towing & Recovery    | 2 |

The rates charged by the awarded firm shall be pursuant to Bay County Code Chapter 24 Article IV and shall be collected by the firm from the vehicle owner.

Staff recommends Board award and authorize the Chairman to sign a contract (**Exhibit 1**) with the top ranked firm, White's Wrecker Services, LLC for 16-11 Towing Services.

**ATTACHMENTS:**

Description	Type
Towing Contract	Cover Memo



## CONTRACT 16-11 TOWING SERVICES

This Contract, dated June 7, 2016 is between the Bay County Board of Commissioners, at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), 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 County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide year round removal and impounding of abandoned or illegally parked vehicles from the right of way of the service area identified in **Appendix A**. In addition, the Contractor would remove and impound rented motor scooters illegally operated after dark during Spring Break.

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 County according to Request for Qualifications (RFQ) 16-11 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 June 1, 2016 through May 31, 2021. County, City and Contractor may agree in writing to other periods of service during the initial and any renewal terms. At the sole discretion of the County or the City the contract may be renewed for up to three (3) several and consecutive one-year periods for each respective jurisdiction, or jointly for both jurisdictions.

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 Bay County Code Provision 24-100 in the unincorporated County, and as established by Panama City Beach Code of Ordinances Provision 22-71 for services in the incorporated area. A schedule of current rates charged by the County and the City is attached as Composite **Exhibit 2**, which rates may be modified by County or 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 Bay County.

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 County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Bay County Sheriff's Office or the City of Panama City Beach Police Department or their designee as requested, and specifically to allow the County, City, Sheriff, and Police to inspect 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 and consistent with the requirements of the ITB.

8. Sheriff and Police Representatives

The Bay County Sheriff's Office and the City of Panama City Beach Police Department have 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 Bay County Sheriff's Office or the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The Bay County Sheriff's Office and 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 County, Contractor shall provide proof of such compliance to the County.

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 provision of this section shall constitute grounds for the County 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 County notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 3** to this Contract and incorporated by reference.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, City, Sheriff, and Police, and their 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 County, City, Sheriff, and Police the cost of the County, City, Sheriff, and Police'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 County, City, Sheriff, or Police have prevailed.

b. The County, City, Sheriff, and Police 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 County, City, Sheriff, and Police shall be in addition to any and all other legal remedies available to the County, City,

Sheriff, and Police and shall not be considered to be the County, City, Sheriff, and Police'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 County:

Bay County Board of County Commissioners  
Attn: Ken Schnell  
840 W. 11<sup>th</sup> Street  
Panama City, FL 32401

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 Commissioners  
Attn: Mario Gisbert, City Manager  
City Hall: 110 S. Arnold Road  
Panama City Beach, Florida 32413

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. 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 County.

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 County may terminate this Contract at any time for cause and may also terminate this Contract with or 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 bid form and attachments are next.
- c. The initial bid provisions are final priority.

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.

[SIGNATURES ON THE FOLLOWING PAGES]

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

Executed by:

BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA

By:   
\_\_\_\_\_  
Mike Nelson, Chairman

Attest:

\_\_\_\_\_

Approved as to form

  
\_\_\_\_\_  
Office of Bay County Attorney

Executed by:

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Mario Gisbert, City Manager

Attest:

\_\_\_\_\_  
Holly White, City Clerk

Approved as to form

\_\_\_\_\_  
City Attorney

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

By: [Signature]  
(Authorized Representative)

Its: Richard White / owner

STATE OF FLORIDA  
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this 7 day of June, 2016, by Richard White, as owner 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 Personally Known

[Signature]  
Notary Public

EXHIBITS:

1. Scope of Work with Appendix A and Appendix B
2. Insurance Requirements





**EXHIBIT 1  
TOWING SERVICES  
SCOPE OF WORK**

**QUALIFICATIONS OF CONTRACTORS**

The Contractor, or principles of the Contractor, shall be regularly engaged in the business of providing the services as described herein. The Contractor shall have sufficient financial support, equipment, and organization to ensure that it can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the Contractor, principle owners, partners, corporate officers, or management employees.

Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

**WRECKER DRIVER RULES/REQUIREMENTS**

All wrecker drivers and drivers must have in their possession a valid Florida Driver's License for the operation of any vehicle driven. Prior to approval, the Bay County Sheriff's Office and Panama City Beach Police Department shall obtain background information on each driver, including the driver history record. The Contractor shall immediately notify the Bay County Sheriff's Office and the Panama City Beach Police Department of any changes in wrecker driver(s), wreckers, wrecker unit number, insurance coverage, or any other changes relating to ownership or management of the business.

Wrecker drivers and their drivers are required to comply and be familiar with Florida Uniform Traffic Control Law, F.S. Chapter 316 and F.S. 323.002.

Wrecker drivers shall be thoroughly familiar with the operation on the wrecker.

**WRECKERS AND EQUIPMENT**

Contractor shall list and enumerate all wreckers and towing equipment that shall be available to respond to requests for service:

Class A wreckers  
Slide-back carriers, Class A or B Class B wreckers  
Class C wreckers (or greater)

All vehicles must be owned or directly leased by the Contractor or authorized Subcontractors. Contractor shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back carriers. All equipment shall be maintained in a state of readiness for response as delineated in the Contract.

All equipment shall be free of unsightly damages and shall always be clean and

presentable to the public. All trucks shall have fenders, doors, hoods, and bumpers intact at all times when in operation. Company names, addresses, and phone numbers shall be visible on both doors of the Contractor's call for service vehicles.

The Bay County Sheriff's Office and the Panama City Beach Police Department are not responsible for any damage to a vehicle or personal injury caused by the wrecker driver.

### **STORAGE LOT**

Contractor must have a storage lot located in the area between the Hathaway Bridge and Phillips Inlet properly identified by signs on the exterior of the fence or structure and visible from adjacent access roads.

The storage lot shall be of sufficient size to store 50 vehicles, properly spaced to provide access for removal or addition of vehicles. The storage lot must have a durable surface, properly drained, and enclosed. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored. It must be screened from all public rights-of-way by a six (6) foot masonry wall or fence. Any wire at the top of the wall or fence must be in addition to the six (6) foot. No repair work or servicing of vehicles shall be permitted in the storage area. Facility shall be lighted and staffed 24 hours per day, seven days per week during the period of operations outlined in the Contract.

The Contractor shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in the Contractor's possession.

Contractor's storage facilities shall comply with all applicable Building, Zoning, and Fire regulations.

### **REQUEST FOR SERVICE AND RESPONSE TIME**

All requests for service will be made through the Bay County Sheriff's Office or the Panama City Beach Police Department. The County or the City of Panama City Beach, acting through the Bay County Sheriff's Office or the Panama City Beach Police Department, reserve the right to cancel a request for service at any time, including up to the time of hookup.

Contractor shall respond to the scene of all requests for service made through the Bay County Sheriff's Office or the Panama City Beach Police Department within twenty minutes of receiving the request for service. The wrecker driver shall notify the Bay County Sheriff's Office or the Panama City Beach Police Department Communications Section as the case may be of any estimated time of delay and the reason for the delay.

Contractor will be required to use its own skill, judgment and equipment to responsibly tow, store and release vehicles required to be towed under the Contract.

The Bay County Sheriff's Office and Panama City Beach Police Department need not be present at the scene to request service.

Contractor shall be obligated to tow vehicles designated by a Bay County Sheriff's Deputy or a Panama City Beach Police Officer, or any law enforcement officer working with either department, as illegally parked within the service area and service period of this agreement. Parking violation tickets may not be issued. Designation shall be made by the officer's oral, radio transmission to his/her dispatcher identifying him/herself, providing a "quick" description of the vehicle(s), the registration number(s) and state of registration and the general location of the vehicle(s). Promptly after designating one or more cars to be illegally parked, the officer will request the contractor to tow and give the contractor the same information given the dispatcher. The officer may, or may not be present when the tow is initiated. If the officer is not present, before initiating the tow the contractor shall confirm by oral communication with the dispatcher that the vehicle identified by location, general description and registration number and state has been designated as illegally parked. The contractor is encouraged to report illegally parked vehicles and request an officer be dispatched to designate them as illegal and subject to tow. The contractor shall not tow any vehicle not confirmed as illegally parked by the officer present or by the dispatcher. The purpose of this process is to expedite removal of illegally parked vehicles by authorizing tows outside the presence of the designating officer, but at the same time having a law enforcement officer create a record, to be confirmed by the contractor, that the vehicle is illegally parked.

During Spring Break only, which is defined as March 1 through March 31, or as otherwise designated by the Bay County Board of County Commissioners on an annual basis, Contractor may initiate towing of vehicles illegally parked within the service area. To initiate this process, Contractor shall first report illegally parked vehicles to the dispatcher, provide a description of the vehicle(s), the registration number(s) and state of registration, and the general location of the vehicle(s). The dispatcher will enter this information into a tow log. Only after the dispatcher gives Contractor approval, may the Contractor tow the vehicle(s).

Bay County and the City of Panama City Beach reserve the right to call other towing companies to provide service within the service area whenever contractor is not able to adequately or timely provide service.

All wrecker operators, telephone operators, storage lot attendants and other personnel utilized by contractor shall at all times be dressed in clean and neat attire and conduct themselves in a calm, polite, professional and respectful manner regardless of how abusive a person offended by the tow may become. In the event of a complaint deemed justified by the Bay County Sheriff's Office or the PCB Police Department, the contractor shall be required to make a written apology to such persons and in such form and substance as the Bay County Sheriff's Office or the PCB Police Department may require.

Sirens on wreckers are prohibited. Unless authorized by the Bay County Sheriff's Office or the Panama City Beach Police Department, flashing amber lights shall not be used while responding to a call for wrecker service.

Unless the Bay County Sheriff's Office, Panama City Beach Police Department or vehicle owner specifically requests the transport on a slide back carrier, Contractor shall charge the rate for the equipment required to safely tow the vehicle, regardless of the tow vehicle used. Any ancillary service, such as the use of a dolly, dropping and hooking up linkage, is to be performed only if required and appropriate.

When a vehicle is released at the scene by the investigating deputy or officer the wrecker driver shall tow the vehicle directly to the designated storage lot.

### **COMMUNICATIONS EQUIPMENT**

All wreckers operated pursuant to this rule shall be equipped with a business-type communication radio, mobile telephone, or cellular phone. There shall be one radio or telephone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission (FCC). This equipment shall enable the wrecker driver to communicate with his area of operations from any point within the county or call zone. A citizens band (CB) radio does not meet the requirements of this section.

The Contractor will maintain a central phone number that is answered 24 hours a day.

### **TOWING AND STORAGE RATES**

The applicable tow rate structure shall depend upon the requirements of the towed vehicle, rather than the actual tow truck used; e.g. if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed.

If prior to towing, a ticketed vehicle is secured to a wrecker and the vehicle owner appears to claim their vehicle, the operator shall be entitled to charge 50% of the regulated tow charge and shall immediately release the vehicle.

Daily storage charges shall be predicated upon each twenty-four hour period, such charges beginning at the actual time of impounding, e.g. 1:00 pm Monday to 12:59 pm Tuesday, will represent one storage-charge day. Pursuant to F.S. 713.78(2) and Bay County Code Chapter 24 Article IV no storage fee shall be charged if such vehicle is stored for less than six hours.

The owner shall be furnished with an itemized statement of all charges for the towing and/or storage of the vehicle when the towed and/or stored vehicle is claimed by the owner.

Bay County, the Bay County Sheriff's Office, or the Panama City Beach Police Department shall not be held responsible or liable to the Contractor for non-payment of

any towing or storage fees to the Contractor by the owner of the vehicle.

Personal property in the vehicle stored by the Contractor shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.

#### **VIEWING OF VEHICLES/REMOVAL OF PERSONAL PROPERTY**

The Contractor shall allow the registered owner or their authorized representative to view said vehicle at all times on the Contractor's premises without any restrictions or requirements other than proof of ownership. If such proof of ownership is claimed to be in the vehicle, the Contractor shall retrieve those items.

The Contractor shall permit every vehicle owner or their authorized representative to inspect the towed vehicle immediately upon their arrival at the storage site and prior to any payment of charges.

The owner or their authorized representative shall be permitted to remove from the vehicle any and all personal possessions inside but not affixed to the vehicle, including but not limited to radios and telephones, and Contractor shall assist any vehicle owner/representative in doing so. No release or waiver concerning payment of towing and storage shall be required as a condition of release of personal property.

#### **SIGNAGE**

Contractor shall provide the County with a sufficient number of metal signs measuring at least 3 inches by 9 inches, which must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, the name and current telephone number of the Contractor towing or removing the vehicle, which the County shall attach to no parking or tow area signs.



Sec. 24-100. - Rates and regulations.

When any vehicle is towed or otherwise removed from private property within the unincorporated areas of the county at the request of a private property owner or at the request of a law enforcement agency a wrecked or disabled vehicle is removed from an accident scene or other public property or is otherwise towed or impounded by law enforcement pursuant to this Code or state law, it shall be unlawful for any towing firm, corporation or person to charge or file a lien to collect any type of fee other than fees set forth herein for which the board of county commissioners has set specific maximum 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 unincorporated areas of Bay County 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 unincorporated areas of Bay County 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 unincorporated areas of Bay County between the hours of 8:00 a.m. and 5:00 p.m. ....115.00
- (ii) Anywhere within the unincorporated areas of Bay County 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 hours .....No charge
- After six hours, per 24-hour period or fraction thereof
  - Outside .....15.00
  - Inside .....20.00
- b. *Class B wrecker:*
  - First six hours .....No charge
  - After six hours, per 24-hour period or fraction thereof .....20.00
- c. *Class C wrecker:*
  - First six hours .....No charge
  - After six hours, per 24-hour period or fraction thereof .....30.00

- (3) *Administrative charges:* A maximum of \$30.00 may be charged to the owner of a vehicle towed and subsequently stored for more than 24 hours, for the costs of preparing, filing or mailing of any forms or notices required by law. All towing companies or persons performing towing services shall comply with the provisions of F.S. § 713.78, and in particular the notice provisions. Failure to comply with the provisions of F.S. § 713.78 shall result in the violator's removal from the rotation list for unincorporated county tows in addition to any other penalties imposed 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 30 minutes of working or waiting time for which there shall be no charge imposed:
- a. *Class A wrecker:* \$78.00 hr/19.50 per ¼ hour.
  - b. *Class B wrecker:* \$80.00 hr/20.00 per ¼ hour.
  - c. *Class C wrecker:* \$175.00 hr/43.75 per ¼ hour.

(Ord. No. 08-17, § 1, 3-4-08; Ord. No. 12-38, § 1, 12-18-12)

**EXHIBIT 3  
BAY COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to 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 Bay County Board of Commissioners. 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 County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County 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 County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.



b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the county. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. **ADDITIONAL INSURANCE**

If checked below, the County requires the following additional types of insurance.

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit  
(or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.



**Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

\*Not required if this coverage is included in "On-hook/Cargo Coverage" or elsewhere in the policy and shown on the Certificate of Insurance.



**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.



**Garage Liability Coverage**

Garage Liability insurance is to be purchased to provide protection against claims that may arise from the daily operations or services provided by the Contractor and its employees.



**Garage Keepers Coverage (Direct Excess or Direct Primary)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, for vehicles of others while in the care, custody, and control of the Contractor. Direct Excess provides legal liability coverage, but also will pay for damages that were not your fault if there is no other coverage on the car. Direct Primary provides that your policy pays for damage to the car regardless of fault even if there is other insurance on the car.

Minimum coverage allowable is Direct Excess.



**On Hook/Cargo Coverage**

This covers exposures that involve property and merchandise of others while in transit, such as a vehicle in tow and its contents.



**Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of separate policy coverage Watercraft Liability or Protection and Indemnity.



**Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**INSURANCE FOR CITY OF PANAMA CITY BEACH.**

The insurance provisions set forth above shall govern any piggy back or contract with the Contractor and the City of Panama City Beach.



GULFC-5

OP ID: BM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER Chase Insurance Agency Inc 333 N W 70 Ave; #108 Plantation, FL 33317 RICK CHASE</p>	<p>CONTACT NAME: <b>RICK CHASE</b></p> <p>PHONE (A/C, No, Ext): <b>954-792-4300</b></p> <p>FAX (A/C, No): <b>954-791-9344</b></p> <p>E-MAIL ADDRESS:</p>
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>Atlantic Specialty Ins Co</b>	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED      **Whites Wrecker Service LLC dba  
Gulf County Wrecker Service  
PO Box 621  
Wewahitchka, FL 32465**

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			613-00-27-56-0000	09/15/2015	09/15/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   OTHER: _____							MED EXP (Any one person)
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			613-00-27-56-0000	09/15/2015	09/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
							PER STATUTE	
							OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	GKPR Legal Liab			613-00-27-56-0000	09/15/2015	09/15/2016	\$500/2500	See Descrip
A	On Hook & Cargo			613-00-27-56-0000	09/15/2015	09/15/2016	\$1000 Ded	Varies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**GKLL \$250,000 @ 6120 E Hwy 22, Panama City, FL 32404; \$120,000 @ 711 W Hwy 22, Wewahitchka, FL 32465 & 8705 Front Beach Rd, Panama City, FL 32408; & \$100,000 @ 415 Capital Circle SW, Tallahassee, FL 32304.**

**CERTIFICATE HOLDER**

**CANCELLATION**

<p>Purchasing Department 840 West 11th St., Suite 2500 Panama City, FL 32401</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <b>R. H. Chase</b></p>
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# CERTIFICATE OF LIABILITY INSURANCE

GULFC-5 OP ID: WN

DATE (MM/DD/YYYY)  
09/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chase Insurance Agency Inc 333 N W 70 Ave; #108 Plantation, FL 33317 RICK CHASE	CONTACT NAME: <b>RICK CHASE</b>
	PHONE (A/C, No., Ext): <b>954-792-4300</b> FAX (A/C, No.): <b>954-791-9344</b>
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>Atlantic Specialty Ins Co</b>	NAIC # <b>27154</b>
INSURED <b>Whites Wrecker Service LLC dba Gulf County Wrecker Service PO Box 621 Wewahitchka, FL 32465</b>	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			613-00-27-56-0000	09/15/2015	09/15/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			613-00-27-56-0000	09/15/2015	09/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GKPR Legal Liab			613-00-27-56-0000	09/15/2015	09/15/2016	500/2500 See Descrip
A	On Hook & Cargo			613-00-27-56-0000	09/15/2015	09/15/2016	\$1000 Ded Varies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GKLL \$250,000 @ 6120 E. Hwy 22, Panama City, FL 32404; \$120,000 @ 711 West Hwy. 22, Wewahitchka, FL 32465 & 8705 Front Beach Rd, Panama City, FL 32408; & \$100,000 @ 1489 Max Drive, Tallahassee, FL 32301. Additional Insured in favor of Bay County Board of Commissioners.

<b>CERTIFICATE HOLDER</b>  <b>Bay County Board of Commissioners</b> 840 West 11th Street Panama City, FL 32401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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2012	Ford	Rollback	1000	1000	100,000	3FRNF6FCXCV397658
1998	GMC	Box Truck	NONE	NONE	N/A	1GDM7H1C7WJ515421
2012	Ford	Wrecker	1000	1000	100,000	1FDUF4HT4CEA89483
2015	Ford	Rollback	1000	1000	100,000	1FDUF5GT9FEA65496
2016	Pete	Rotator	1000	1000	250,000	1NPXX4EX2GD285951
2007	FRHT	Tractor	NONE	NONE	250,000	1FUJF0CV87LN72171
2015	Isuzu	Flatbed	1000	1000	100,000	JALE5W161F7300528
2015	Int'l	Wrecker	1000	1000	100,000	3HAMMMML4FL689534
2006	Kenworth	Wrecker	1000	1000	250,000	1XKWDB9X86J108741

**NOTEPAD:**

HOLDER CODE **BAYCO05**  
INSURED'S NAME **Whites Wrecker Service LLC dba**

**GULFC-5**  
OP ID: **WN**

PAGE 2  
Date **09/15/2015**

The Contractor agrees to defend, indemnify and hold the COUNTY harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the contract unless such claims are a result of the COUNTY's sole negligence. Nothing herein shall waive or modify the sovereign immunity of the County.

Bay County Board of Commissioners & City of Panama City Beach are listed as an Additional Insured for both General Liability and Business Auto Liability.

2012	Ford	Rollback	1000	1000	100,000	3FRNF6FCXCV397658
1998	GMC	Box Truck	NONE	NONE	N/A	1GDM7H1C7WJ515421
2012	Ford	Wrecker	1000	1000	100,000	1FDUF4HT4CEA89483
2015	Ford	Rollback	1000	1000	100,000	1FDUF5GT9FEA65496
2016	Pete	Rotator	1000	1000	250,000	1NPXX4EX2GD285951
2007	FRHT	Tractor	NONE	NONE	250,000	1FUJF0CV87LN72171
2015	Isuzu	Flatbed	1000	1000	100,000	JALE5W161F7300528
2015	Int'l	Wrecker	1000	1000	100,000	3HAMMMML4FL689534
2006	Kenworth	Wrecker	1000	1000	250,000	1XKWDB9X86J108741



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID: (PMI) c/o Payroll Management Inc. of Delaware 348 Miracle Strip Parkway SW Suite 39 Fort Walton Beach, FL 32548	CONTACT NAME: Joanne Allen		
	PHONE (A/C. No. Ext): 850 586-7420	FAX (A/C. No.): 888-453-1697	
	E-MAIL ADDRESS: Hours@pmipeo.com		
INSURED Payroll Management Inc. of Delaware 348 Miracle Strip Parkway SW, Suite 39 Fort Walton Beach FL 32548	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : SUNZ Insurance Company		34762
	INSURER B : Aspen Re - London - Best Rating "A+"		
	INSURER C : Chaucer Syndicate - Lloyds - Best Rating "A+"		
	INSURER D : Faraday Syndicate - Lloyds - Best Rating "A+"		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 30291090

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WCPEO000035301	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Workers Compensation					This is for informational purposes and nothing shall create any right under such reinsurance.	
C	Excess Coverage						
D							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: WHITE'S WRECKER SERVICE LLC DBA GULF COUNTY WRECKER SERVICE  
 Client Effective Date: 5/25/2016  
 Coverage only applies to injuries incurred by PMI  
 & subsidiaries active EE's while working in the state of FL. coverage does not apply to statutory EE's or independent contractor(s) of the client co.  
 or any other entity. Does not cover USL&H Email hours@pmipeo.com for an active EE list

## CERTIFICATE HOLDER

508  
 Bay County Board of Commissioners  
 Purchasing Dept  
 840 W 11th St  
 PANAMA CITY FL 32401

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

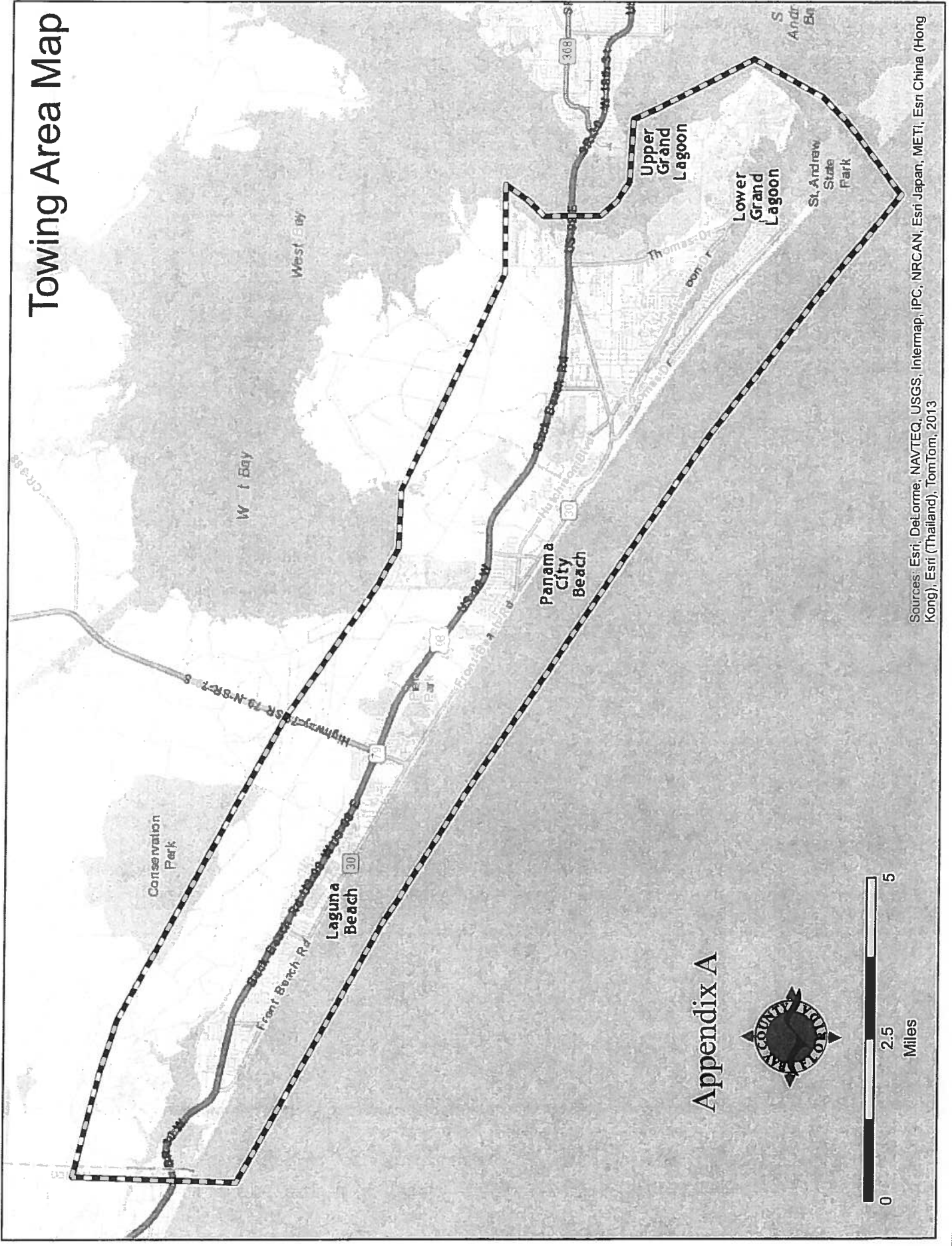
Glen J Distefano

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ACORD 25 (2016/03)

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# Towing Area Map



Appendix A



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013