Resolution No. 2021-R0477
Item No. 7.18
December 7, 2021

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 15862 for wrecker and tow truck services as per RFP 21-15862-MA, by and between the City of Lubbock and Lubbock Wrecker Services, Inc. of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on December 7, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 15862 – Lubbock Wrecker
11.15.21

Resolution No. 2021-R0477

Contract 15862

City of Lubbock, TX
Contract for Services
Wrecker and Tow Truck Services

THIS CONTRACT, made and entered into this 7th day of December, 2021, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Lubbock Wrecker Services ("Contractor").

Whereas, the City desires to provide safe dependable vehicle towing and storage services for all occasions in which the City must arrange for the towing of vehicles, either owned by the City or for members of the public

Whereas, the City has negotiated with the Contractor and the governing body of the City believes it would be in the best interest and safety of the citizens of the City to enter this agreement with the Contractor: NOW THEREFOR:

THAT for and in consideration of the amount of $425,000 payment of which amount shall be made to the City in accordance with the conditions and covenants hereinafter set forth, the parties hereto agree as follows:

This RFP is to establish for a period of one year a firm total dollar amount to be paid annually to the City for wrecker and tow truck services from one (1) tow truck company. The contract may be extended annually for up to four (4) additional one (1)-year periods under the same terms and conditions of the original contract. Contract extension will occur upon written mutual agreement of the City and the Contractor.

WITNESSETH:

1. **DEFINITIONS.** For purposes of this Contract, the following words, terms and phrases shall have the following meanings:

   a) "Abandoned vehicle" means a vehicle that meets the legal criteria, as determined by the Chief of Police to be declared an abandoned vehicle under the state and local laws and regulations regarding abandoned vehicles.

   b) "Impounded vehicle" means a vehicle whose driver has been arrested, an illegally parked vehicle, a vehicle that is a traffic hazard, or a vehicle that is taken into custody during the investigation of a crime. All vehicles towed to a vehicle storage facility are considered "impounded" by state regulations.

   c) "Accident disabled vehicle" means a vehicle damaged as a result of an accident which is incapable of safe or legal operation and is required by a law enforcement officer to be removed from public or private property.

   d) "Chief of Police" means the chief of Police of the City or his designated representative.

   e) "Good working conditions" means wreckers and equipment required to conduct tows must be free from mechanical defects with particular reference, but not limited to, lights to, brakes, tires, and steering apparatus.

f) "Payment method" means method in which an owner/operator shall be permitted to pay the operator of the tow truck the towing fee. Owner/Operator shall be allowed to make payment at the scene with cash, credit card or debit card.

2. **COMPLIANCE WITH LAWS.** Contractor agrees to and shall comply with all applicable federal, state and local laws in the performance of his duties under this Contract.

3. **AMENDMENT**. This Contract may not be amended except by mutual agreement of the parties hereto expressed in writing.

4. **WAIVER**. The exercise of any remedy provided for by this Contract does not waive or exclude any other remedy available to a party at law.

5. **ASSIGNMENT/ SUBLETTING**. Except as herein authorized, it is understood and agreed that the Contractor shall not assign, sublet or transfer any of the Contractor's rights or duties under this Contract without the express written approval of the Chief of Police.

6. **SEVERABILITY.** In the event that any provision of this Contract shall be determined to be illegal or unenforceable for any reason, the remainder of this Contract shall remain in full force and effect as if said illegal or unenforceable provision were not contained in the Contract; provided, however, that if severance of the illegal or unenforceable provision materially alters the obligations of the Contractor under this Contract, the City may, at its option, terminate this Contract by providing written notice to the Contractor.

7. **PERFORMANCE BOND.** At the time of execution of this Contract, Contractor shall provide the City with a performance bond in the amount of Twenty Thousand Dollars ($20,000.00) guaranteeing the good and faithful performance of this Contract. Legal action to collect such bond shall not preclude the City from exercising any other legal remedy that it may have to make itself whole.

8. **INDEMNIFICATION.** The contractor shall indemnify and hold the City, its officers and employees harmless from any and all claims for damages or other liability of any nature whatsoever arising from performance of this Contract by the Contractor.

9. **INSURANCE**. The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied.

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IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX

DANIEL M. POPE, MAYOR

ATTEST

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dominic R. Esperat, Interim
Director of Fleet Operations

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY _____
Lubbock Wrecker Services
Authorized Representative

_____
Print Name

_____
Address

_____
City, State, Zip Code

CITY OF LUBBOCK, TEXAS

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	**COMBINED SINGLE LIMIT**	
GENERAL LIABILITY		
☒ Commercial General Liability	General Aggregate	$1,000,000
☒ Occurrence	Products-Comp/Op AGG	X
	Personal & Adv. Injury	X
☒ To Include Products of Complete Operation Endorsements	Contractual Liability	X
	Med Exp (Any one Person)	X
AUTOMOTIVE LIABILITY		
☒ Any Auto	Per Occurrence	$1,000,000
☒ Umbrella Form	Each Occurrence	$4,000,000
	Aggregate	
GARAGE LIABILITY		
☒ Any Auto	Auto Only - Each Accident	$1,000,000
☒ WORKERS COMPENSATION		$500,000
☒ EMPLOYERS' LIABILITY		$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days' notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

SECTION F. Prior to the approval of this contract by the City, the Vendor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon.

TERMINATION. The failure of the Contractor to comply with any provision of this Contract shall constitute an event of default. The Contractor shall cure any default not later than five (5) calendar days following notice of default from the City of Lubbock. In the event that the Contractor fails to cure the default within the stated period, the City may terminate this contract by delivering written notice of termination, which will become effective upon such date as is set forth therein, but in no case earlier than seventy-two (72) hours after delivery of the notice of termination to the Contractor. Notwithstanding the foregoing, the City shall also have the right at any time to terminate this Contract without cause upon one hundred and eighty (180) days written notice to the contractor. The Contractor shall be entitled to compensation only for services actually performed prior to termination.

10. **CONTRACTOR'S RECORDS AND REPORTS.** The Contractor will maintain a complete and updated record file of all vehicles towed pursuant to this Contract. The Chief of Police may audit all records and conduct inventories, inspections, and other assessments of vehicles, facilities and records at any time. The Contractor further agrees to give full cooperation to the Chief of Police and to provide such information as may be required by him. Furthermore, the Contractor will be responsible for any additional documentation and reports as may be required by the Chief of Police from time to time during the term of this agreement. However, the Contractor shall not collect or disseminate information determined by the Chief of Police as unnecessary for the performance of this Contract. Failure to allow inspection or audit, submit reports or records, falsification of records or reports, or the collection of or dissemination of information not

necessary for the performance of this Contract, shall be grounds for termination of this Contract. The Contractor shall retain and maintain all business records relating to this Contract not less than four (4) years from the completion date of the contract.

11. **REQUIREMENTS OF EMPLOYEES**. The Contractor hereby authorizes the Chief of Police to conduct a background investigation, including a criminal history check, to determine the suitability of Contractor and Contractor's employees to perform services under this Contract. Pursuant to this requirement, the Contractor and each of his employees who perform such duties or services shall, upon execution of this Contract, execute a background investigation release on forms provided by the Chief of Police. The Chief of Police may require the Contractor and/or the Contractor's employees to be fingerprinted and provide information sufficient to conduct a complete background investigation. The Contractor hereby agrees that any employee who will not submit the required information and release and information on any new employee within ten (10) calendar days after hiring such new employee. The Contractor agrees to honor all requests of the Chief of Police that a particular employee not assigned duties under this Contract.

12. **PROFESSIONAL APPERANCE.** The Contractor agrees that all contacts with the public shall be handled in a courteous and professional manner and that the Contractor and his employees shall maintain a neat appearance at all times. Employees of the Contractor shall wear a uniform, in good repair, which identifies them as employees of the Contractor. The uniform to be used must be approved by the Chief of Police.

13. **CONTRACTOR'S FACILITIES/HOURS OF OPERATION.** The Contractor shall provide adequate office space and storage facilities within the city limits for storage of towed vehicles, which vehicles shall be secured against theft and vandalism. The Contractor shall be responsible for all vehicles and their contents while they are under his custody and control.

    The Contractor shall pay any claims from vehicle owners of theft or vandalism within ten (10) days or else advise the individuals who assert that their vehicles or the contents contained therein have been stolen or vandalized that they may file a written claim with the Chief of Police for damages if the amount claimed does not exceed $1,000. The Contractor shall also post a conspicuous notice on the premises of his storage facilities that vehicle owners have this right. Upon receipt of a claim not exceeding $1,000, the Chief of Police shall appoint three (3) residents of Lubbock County, Texas, to investigate such claim. No more than one of these appointees shall be a law enforcement officer. If they desire, the appointees may conduct a hearing to determine the validity of the claim. At such hearing, the vehicle owner will prevail if he proves to the satisfaction of a majority of the individuals conducting the hearing that the theft of vandalism occurred while his vehicle was in the Contractor's custody. The vehicle owner need not prove that the contractor was negligent in allowing the theft or vandalism to occur. The individuals conducting the hearing, in their discretion, may reduce the amount of a claim awarded. The decision of the individuals conducting the hearing shall be final, and both the Contractor and vehicle owner must agree in writing prior to commencement of the hearing that they will abide by such decision.

    The Contractor shall not permit alcoholic beverages to be possessed or consumed by any person at the Contractor's storage facilities any time. The Contractor shall confine guard dogs and any other animals at the storage facilities in such a manner that they are not in view and do not have access to customers or City representatives conducting business at such facilities during hours in which Contractor is open for business. The Contractor shall be able to provide proof of current rabies vaccinations for all animals on the premises.

The Contractor shall not knowingly allow unauthorized persons to enter the impound area of the storage facilities. The Contractor shall provide reasonable accommodations of the owners of vehicles and to authorized agents of the owners, which shall include a clean, furnished, public waiting area inside the office area of the facilities. Also, reasonable access to the vehicles shall be provided to owners and to authorized agents of the owners.

The Contractor shall be required to have an attendant available at the storage facilities for the release of vehicles from 8 a.m. until 11 p.m. Monday through Saturday each week and from 8 a.m. until 5 p.m. on Sunday except for nationally recognized holidays. The Contractor shall be required to have an attendant available to come to the facilities for vehicle releases within one (1) hour of notification at all other times. It is not the intent of this section to require the release of vehicles after midnight.

The Contractor shall be responsible for the upkeep, maintenance and cleanliness of the facilities, including removal of debris and garbage. Grass and weeds on the premises will be kept trimmed to less than six (6) inches in height. Contractor shall immediately clean the premises and effect any repairs to the same when requested by the Chief of Police.

The Contractor shall provide all necessary office equipment and furniture and shall provide and be responsible for all utilities, including telephone, water and electric service. A clean and sanitary restroom shall be maintained for customers conducting business at the facilities.

The Contractor's storage facilities must provide a minimum of 900 spaces for vehicles stored pursuant to this contract in one (1) centralized location. In addition, the Contractor shall provide a minimum of 300 or more spaces separate and apart from the other required spaces for the purpose of storing and an additional 300 spaces for the auctioning of the abandoned vehicles in one centralized location. The auction space must be separate and fenced for the auction. Spaces shall be large enough to allow vehicles to be stored at least three (3) feet apart and arranged to accommodate safe and prompt removal upon request. Should the Contractor's storage facilities be filled to capacity, the Contractor hereby agrees to move vehicles not being stored pursuant to this Contract to other locations.

14. **SERVICES TO BE PERFORMED BY THE CONTRACTOR**. The Contractor shall tow and store all vehicles designated by the chief of Police in a safe and secure manner so as to avoid damage to the vehicles or danger to any motorists, pedestrians or Contractor's employees. The Contractor shall respond to all tow requests from the Chief of Police within forty (40) minutes of receiving such requests unless otherwise specified in this agreement.

The Contractor agrees to stand ready to ably, professionally and promptly respond to any and all tow requests made by the Chief of Police regardless of the time of such requests or the number of such requests. The Chief of Police reserves the right to use tow trucks owned by other towing services should the Contractor be unable or unwilling to respond to a tow request by the Chief of Police in a timely manner. Should it be necessary for the Chief of Police to utilize another towing service for any reason other than severe weather, disaster or some other reason beyond the reasonable control of the Contractor, the Chief of Police may instruct such other towing service to tow and deliver the vehicle to the Contractor's storage facilities. Upon completion of delivery, the Contractor shall immediately pay the other towing service's customary charges for the services performed, take possession of the vehicle, and perform all obligations in regard thereto as though the Contractor had made the tow. The Contractor hereby agrees to make his storage facilities available at all times to any substitute towing service utilized by the Chief of Police pursuant to the terms of this section.

In responding to tow request from the Chief of Police, the Contractor shall use authorized vehicles and equipment, which he owns or leases unless such vehicles and equipment are not available for use. In such event, the Contractor may then use authorized vehicles and equipment from other towing services pursuant to agreements he may have with such other services, provided the vehicles and equipment comply with all state, federal and local laws, rules and regulations necessary to perform such tows and the requirements of the Agreement.

Neither the City nor the owner of a towed vehicle shall be required to pay any additional fees or charges when the Contractor utilizes another towing service, and the Contractor shall pay such other service not less than seventy-five percent (75%) of the towing and equipment charges required by this agreement. Furthermore, the Contractor shall ensure that all other towing services whose vehicles and equipment are utilized by the Contractor under this section comply with the following requirements:

a) **Every tow truck which is utilized for the benefit of the contractor shall contain signs on each side of the vehicle approved by the Chief of Police which legibly identifies the contractor and his phone number.**

b) Every vehicle towed by another towing service shall be delivered to the Contractor's storage facility unless otherwise designated by the vehicle owner to the Chief of Police. Before a tow is performed by another towing service on behalf of the Contractor, the operator of the tow truck must provide written notice to the owner of the towed vehicle and a law enforcement officer, if present, of the contractor's name, storage facility address and telephone number.

c) The Chief of Police must receive advance notice that a tow will be performed by a towing service other than the Contractor.

The Contractor acknowledges that the owner or person in lawful possession of any vehicle which has been damaged or incapacitated shall have the right to call the towing service of his or her choice unless a law enforcement officer on the scene directs the Contractor to tow the vehicle because of public safety or time-or-response concerns. Further, the owner of person lawfully in charge of the vehicle at the place of accident or place of incapacity shall be given the opportunity to have the vehicle towed to a location other than the Contractor's storage facilities.

The Contractor shall provide for towing and storage of vehicles and trailers removed from public or private property at the request of the Chief of Police at a rate not greater than the applicable rates specified in this Contract.

The Contractor agrees that neither he nor his employees shall solicit personal business from the owners of vehicles stored at the Contractor's facilities.

The Contractor is prohibited from selling or storing parts, dismantling vehicles, or performing any work on private vehicles at his storage facilities. However, storing parts for and doing repair work on vehicles used for towing in furtherance of the provisions of the Contract shall be permitted.

The Contractor shall immediately notify the Chief of Police of any unclaimed property removed from any vehicle at the time of its release from the storage facilities, and the Contractor shall immediately notify the Chief of Police if the Contractor believes that a vehicle contains stolen property.

The Contractor shall maintain in good operating conditions at all times during the term of this Contract a service fleet of at least twelve (12) Class I wreckers, as that term is defined in the City Code of Ordinances, with at least six (6) being of the rollback type, and at least two (2) Class II wreckers, one of which must be a minimum of 50 toms and the other must be a minimum of 35 tons. The contractor must also maintain in good operating condition at least one (1) semi-truck with a sliding axle trailer and at least one (1) 30,000 lbs. wheel loader with a minimum of 15' long auto salvage forks. The remaining tow trucks must be designed to tow a vehicle without placing stress on the body or frame of the towed vehicle. Sling-type towing devices shall not be used. The contractor agrees to tow all vehicles in accordance with the manufacturer's recommendation for the particular make and model. All tow trucks shall be in compliance with all applicable laws and ordinances at all times.

15. **ABANDONED VEHICLES.** The Contractor shall remove, preserve and store any and all abandoned vehicles upon written request of the Chief of Police. Such vehicles shall be removed by the Contractor within twenty four (24) hours after the Contractor receives the written request for removal, preservation and storage. The Contractor shall not remove an abandoned vehicle from the storage facilities, return such vehicle to its owner, or in any way settle charges or claims with a vehicle owner without prior written consent of the Chief of Police.

The Contractor shall make his storage facilities available a minimum of one (1) Saturday each month for an abandoned vehicle auction to be conducted by the Lubbock Police Department. The storage facilities shall be at the minimum 10 x 16, structure with lighting, electricity, internet, heating and air conditioning satisfactory to the Lubbock Police Department. The Contractor will honor all reasonable request by the Chief of Police intended to ensure that such auctions are conducted in the fairest possible manner. The Chief of Police alone shall determine the exact order in which abandoned motor vehicles will be auctioned. Contractor agrees, without additional charges, to position abandoned vehicles as directed by the Chief of Police to facilitate the auction. The Contractor shall not be entitled to receive any money from the sale at auction of any vehicles removed, preserved or stored pursuant to this Contract, except this restriction shall not apply to vehicles deemed abandoned by law because they were left for more than ten (10) days in the Contractor's storage facilities after proper notice was given, or to motor vehicles stored pursuant to Contracts for storage entered into between a vehicle's owner and the Contractor.

16. **PAYMENT TO THE CITY.** For as long as this agreement remains in effect, Contractor agrees to annually pay the city the amount of $ 425,000 as follows:

The Contractor shall pay the City in one annual installments. The first installment shall be paid on the first day of the month after execution of this contract and each subsequent payment shall be due upon the same day of each succeeding year. Failure of the Contractor to pay any installment at the specified time shall be deemed a breach of this Contract. The Contractor agrees that no payments shall be returned to the Contractor in the event of his default.

17. **CONTRACT TERM.** The term of this Contract may be extended annually for up to four (4) additional one (1)-year periods under the same terms and conditions of the original contract. Contract extension will occur upon written mutual agreement of the City and the Contractor.

This Contract shall automatically terminate if the amount owed by the City to the Contractor exceeds $ 425,000 for the Contract term.

18. **NOTICES.** Notices will be in writing by certified mail or hand delivered to a person authorized to receive notices by each party.

19. **BILLING PROCEDURES.** The Chief of Police shall have the right to cancel a request for towing services, and no charge made to the City or the owner/operator of the vehicle when a request is cancelled. In the event that an owner/operator of a vehicle arrives at the location of the vehicle after it has been lifted by contractor's tow truck, the owner/operator shall be permitted to pay the operator of the tow truck the towing fee permitted by this Contract and receive custody of the vehicle. Should the owner/operator be unable or unwilling to pay the towing fee, the vehicle shall be towed to the Contractor's storage facilities.

The Contractor may charge waiting time (supplemental charges) after the 30 minutes that a tow truck spends at the location of a towing assignment, provided that the Contractor has remained available to commence the tow during that entire time period.

No charges, fees or costs other than those specified in the Contractor's bid and in this Contract may be charged for towing services requested by the Chief of Police. The Contractor will bill the City for services performed in connection with vehicles owned or leased by the City at the same rates as are provided herein for such service on a monthly basis.

Any vehicle towed or stored pursuant to this Contract will be released without towing or storage fees upon written authorization from the Chief of Police.

THE PARTIES AGREE THAT THE CITY SHALL HAVE NO OBLIGATION TO THE CONTRACTOR FOR CHARGES INCURRED IN CONNECTION WITH WRECKER SERVICES FOR VEHICLES TOWED AT THE CITY'S REQUEST OTHER THAN: (1) VEHICLES OWNED OR LEASED BY THE CITY; (2) ABANDONED VEHICLES; AND (3) JUNKED VEHICLES. THE CONTRACTOR MUST SEEK PAYMENT FOR ANY TOWS OR TOWING SERVICES NOT SPECIFICALLY DESCRIBED IN THIS PARAGRAPH SOLELY FROM THE OWNER OF PERSON RESPONSIBLE FOR EACH SUCH VEHICLE.

All invoices for towing city-owned or leased vehicles shall be consecutively numbered and sent to a person or persons designated by the Chief of Police to receive such invoices. The Contractor will give a detailed receipt containing an itemized listing of all charges to persons whose vehicles are towed.

20. **SERVICE CHARGES.** The Contractor agrees that the following charges will be the maximum charged for services performed pursuant to this Contract:

a) Impounded vehicles and accident disabled vehicles:

i) Towing charge:

- Year one (1) and two (2) $200.00 per impounded vehicle
- Year three (3) and four (4) $210.00 per impounded vehicle
- Year five (5) $220.00 per impounded vehicle

Charges does not include delivery when owner/operator request vehicle be taken to a destination other than Contractor's storage facility

ii) Dollies charge: $15.00 per vehicle

Dolly charge, the vehicle must be removed from the location where it was impounded or disabled on dollies.

iii) Supplemental charges: One-half of the actual towing charge

Charge begins thirty (30) minutes after his/her arrival at the scene of a tow, Contractor may assess such charges for each thirty (30) minute interval that he/she is required to remain at the scene in order to safely and properly discharge his/her obligations under the contract. However, supplemental charges may not be assessed if delay in towing a vehicle is due to time expended by the Contractor preparing to tow other vehicles.

iv) Impound fee: $20.00

v) Notification fee: $50.00 one-time charge
Charge - a letter fee may not be charged until after twenty four (24) hours from the time of the tow.

vi) Storage fee per day: $20.00 per impounded vehicle under 25 feet in length
$35.00 per impounded vehicle more than 25 feet

b) Abandoned vehicles: $30.00 per vehicle total fee
$250.00 for heavy-duty vehicles

c) City vehicles: $30.00 per vehicle total fee

d) Required Heavy Duty assist: $250.00

When a heavy-duty wrecker is required to assist in the recovery of a light duty vehicle (example: vehicle hanging off overpass, in a lake, in a building structure, etc.) This contract does not include rates for heavy-duty vehicle recovery.

All loss or damage sustained by the Contractor and arising out of the nature of the work to be performed under this Contract, or from unforeseen circumstances, unusual obstructions or difficulties which may be encountered in the prosecution of such work, shall be borne by the Contractor at his own cost and expense.

21. **FUEL SURCHARGE.** During the term of this Contract, the Contractor may add a Fuel Surcharge described herein. The Fuel will be calculated using the daily Transport Load Pricing Fuel Rack Price (hereinafter referred to as "Rack Price") as furnished to the City and the Contractor by the City's contracted fuel supplier on the last business day prior to the day of service. No Fuel surcharge shall be added when said Rack Price is one dollar and twenty-four cents ($1.24) or less. The contractor may add a Fuel Surcharge of one dollar and fifty cents ($1.50) for each twenty-five cent ($0.25) increase in the Rack Price over one dollar ($1.00). Such Fuel Surcharge may be added to the towing charge for impounded vehicles and accident disabled vehicle.

22. **TEXAS LAWS.** This Contract shall be governed by the laws of the State of Texas and it is performable entirely within the boundaries of Lubbock County, Texas.

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