



# OREGON CITY

## SPECIFICATIONS AND POLICY FOR EMERGENCY TOWING

### I. GENERAL

Sealed bids, for the exclusive provision of Emergency Towing Services for the City of Oregon City for the period of October 1, 2023, through June 30, 2028, will be received by the Chief of Police of the City of Oregon City.

A qualified bidder is one who, by reason of experience and competence in the particular business has thereby demonstrated a fitness to render the service to be furnished under the contract.

### II. OUTLINE OF PROCEDURE TO DISPATCH TOW TRUCKS OREGON CITY POLICE DEPARTMENT CALLS ONLY

#### A. Definitions.

1. *"POLICE TOWS"*: All vehicles ordered to be towed by an officer of the Oregon City Police Department for a violation of any traffic, parking, or criminal law or ordinance, vehicles that are or may contain evidence of a criminal offense, recovered stolen vehicles, and vehicles ordered towed for safekeeping. Abandoned vehicles towed as a nuisance shall not be considered police tows.
2. *"ACCIDENT TOWS"*:
  - a. *"Non-Preference Private Tows"*: Disabled or wrecked vehicles that are to be towed from public streets, highways, or premises open to the public, at the owner's request and expense, where the owner or operator expresses no preference as to which tow company provides said towing service.
  - b. *"Preference Private Tows"*: Disabled or wrecked vehicles that are to be towed from public streets, highways, or premises open to the public, at the owner's request and expense, and the owner or operator requests that a specific tow company provide said towing service.
3. *"SERVICE CALLS"*: Are non-tow situations that include, but are not limited to, jump-starting motorist's vehicles, lockouts and drop fees.

4. *"MOTORIST REQUESTED NON-ACCIDENT TOWS"*: Tows requested by citizens through the Oregon City Police Department in non-accident situations. These tows typically involve stranded motorists who need a tow due to mechanical problems.
  5. *"CHIEF OF POLICE"*: Includes the Chief of Police of the Oregon City Police Department and his designee.
  6. Designation of Classes of Tow Trucks. The following designations are intended to be in accordance with industry standards and classifications:
    - a. *"CLASS A TOW TRUCK"*: is a lighter capacity tow vehicle with a rating of under 10,000 GVW designed to tow passenger vehicles.
    - b. *"CLASS B TOW TRUCK"*: is a medium capacity single axle tow vehicle with a rating under 27,500 GVW.
    - c. *"CLASS C TOW TRUCK"*: is a tow vehicle rated in excess of 27,500 GVW equipped with air brakes and suitable equipment to tow heavier vehicles.
    - d. *"CLASS D TOW TRUCK"*: is a tilting flatbed truck with a GVW rating less than 27,500 lbs.
- B. The primary function of the Police Department is to protect the life and property of the citizens. This function embraces public safety.
- C. The Oregon City Police Department has a duty to make certain that all hazards at the scene of an accident or where a disabled vehicle has blocked the highway or street are removed as quickly as possible to prevent further collisions. The Tow Company shall be responsible to carry out that duty and must be able to respond to all calls for tows in a prompt and efficient manner and have the necessary equipment to remove all hazards.
- D. In order to be qualified to provide emergency towing service to the Oregon City Police Department, the Tow Company must meet the following minimum specifications:
1. Provide 24-hour service.
  2. Have a complete knowledge of the Oregon City area, including familiarity with all neighborhoods and streets.
  3. Provide at least six tow trucks: two of which must be Class C tow trucks; plus four other tow trucks of any combination of the A, B or D classes. All tow trucks are

to be equipped with P.T.O. driven winches. All trucks and equipment must be in good operating condition and operated by drivers competent in the recovery and towing of vehicles.

4. Provide an approved fenced storage lot with outside storage for a minimum of 100 cars in addition to a secure inside storage for a minimum of 10 "Police Tow" cars. These storage facilities must be located within the city limits of Oregon City and payment for towing charges must be accepted at both facilities.
5. Each tow truck is required to have the minimum equipment as follows:
  - a. One 40BC dry chemical fire extinguisher.
  - b. Emergency warning lights with a night visibility of 500 feet.
  - c. One extension light or five-cell flashlight or equivalent.
  - d. Two wrecking bars.
  - e. Six red emergency fuses or two electric flashing red emergency portable lights with a night visibility of 300 feet.
  - f. Adequate unlock tools and hot start cables of not less than 10 feet.
  - g. At least one set of dollies per truck.
  - h. Portable auxiliary brake lights, turn signal, and taillight for use on towed vehicles.
  - i. A two-way radio capable of communicating with the towing firm's dispatcher.
  - j. "Wreck Ahead" signs, minimum size 30" x 30".
6. Furnish proof of insurance for each tow truck it operates within Oregon City in the following minimum amounts to the Oregon City Recorder:

The Tow Company agrees to furnish the City evidence of comprehensive general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence and \$2,000,000 general annual aggregate for personal injury and property damage.

The Tow Company shall furnish proof of insurance as specified above before it is authorized to tow for the City of Oregon City. The Tow Company will require its

insurance carrier to directly notify the Oregon City Recorder of any changes in policy coverage or coverage limits.

E. *Inspection of Tow Company and equipment:*

1. Each company applying to furnish emergency towing service to the City of Oregon City shall have their towing equipment and facilities inspected for compliance with the minimum requirements by a member of the Oregon City Police Department as designated by the Chief of Police.
2. Towing equipment and facilities may be inspected for compliance with the specifications of this policy at any time.
3. The Tow Company shall immediately notify the Oregon City Police Department in writing, whenever the Tow Company replaces towing equipment. The written notice must identify the replacement equipment and specify what equipment is being replaced.

F. *Availability of the equipment.* The company shall be available to respond to towing requests from the City 24 hours a day, every day of the year. The company shall be required to dispatch their towing equipment to arrive within the following response times:

1. Class A: daytime – 10 minutes; night – 15 minutes
2. Class B: daytime – 15 minutes; night – 25 minutes
3. Class C: daytime – 15 minutes; night – 25 minutes
4. Class D: daytime – 10 minutes; night – 15 minutes
5. Spill Control Unit: daytime – 15 minutes; night – 25 minutes

G. *Spill Control.* The Tow Company will be responsible for containing and removing any spilled or leaking fuels, oils, and non-hazardous materials, in cooperation with and under the direction of the Oregon City Police Department and any fire agency servicing the City of Oregon City.

If Tow Company suspects that hazardous materials, substances, or wastes, as those terms are defined under federal law and by the State of Oregon, Department of Environmental Quality, have spilled or are leaking, or if a large quantity of fuel or oil is spilled or leaking beyond the capacity of the Tow Company to handle, the Tow Company shall notify the Oregon City Police Department and the agency providing fire protection to the City of Oregon City.

The Tow Company must have a spill control unit ready for immediate response as outlined under Section II.F (“Availability of the equipment”). The spill control unit must contain absorbent pads, dikes, diesel transfer pumps, absorbent sweeps, and a tank patch kit. The Tow Company must also have appropriate lighting equipment capable of lighting the area of the spill or leak. The spill control unit operator must be trained in the handling of these spills, substances and wastes.

- H. The Tow Company shall receive all police tows and non-preference private tows for the Oregon City Police Department (except for tows of abandoned vehicles, which may be towed by a separate company pursuant to an agreement to handle vehicles abandoned and deemed a nuisance).
- I. *Preference private tows.* Officers at the scene of an accident or traffic hazard will attempt to accommodate preference private tow requests by citizens, so long as the requested tow company can respond to the scene promptly, and only so long as traffic, weather, congestion, and other varying conditions will permit the request without endangering public safety, as determined in the sole discretion of the Oregon City Police Officers at the scene.
- J. In addition to any other rights pursuant to this agreement or any other powers, the Chief of Police or his designee may terminate this agreement for the following reasons:
  - 1. Failure to provide the services identified in this Specification and Policy statement.
  - 2. Failure to provide proof of appropriate insurance coverage as required herein.
  - 3. Failure to keep equipment in good condition.
  - 4. Any other violation of this Specification and Policy statement.
- K. Grievances.
  - 1. If the certified Tow Company has a grievance with the Police Department, it shall forward that grievance in writing to the Chief of Police. The Chief of Police or his designee shall review the grievance and shall respond in writing.
  - 2. a. If the certified Tow Company fails to respond to a call within the time specified herein, fails to maintain equipment to minimum standards, or otherwise violates the requirements set forth in this statement, the Chief of Police or his designee shall notify the Tow Company of the violation in writing. The Tow Company shall respond in writing within 72 hours of receipt

of such notification. If the Tow Company fails to respond, it shall be suspended from further calls until a written response is received.

- b. After the Tow Company responds, the Chief of Police or his designee shall review the response. If the Chief of Police or his designee confirms a violation of the Specifications Policy statement or the Agreement, he will issue a notice of such violation. The notice of violation shall be considered a first warning. A continuing violation or any further confirmed violations may result in a temporary or permanent suspension of the Tow Company's certification, or reassignment of emergency towing to another company, in the sole discretion of the Chief of Police or his designee. This procedure does not apply to violations of the requirement to carry insurance in the amounts specified in Section D(6) of this Specification and Policy statement. Failure to carry insurance as specified therein will result in immediate termination of this agreement.

### **III. THE RIGHTS OF THE CHIEF OF POLICE**

- A. The Chief of Police has the right to require certain standards and specifications for emergency towing service in order to meet the responsibilities of effective public safety, including the provision of emergency towing service in order to clear hazards from the public highways and roadways.
- B. The Chief of Police has the right to assign the towing agreement to the Tow Company that will provide the most efficient, professional service, based on location, type of equipment available, experience and competence. The Chief of Police has the sole right to determine the Police Department's emergency towing policies, subject to the approval of the Oregon City Commission.
- C. The efficient operation of this service is based upon the responsibility of the Chief of Police to effectively discharge his duty in the protection of life and property.
- D. This policy must be approved by the Oregon City Commission; any changes to or cancellation of, this policy must also be approved by the Commission.

### **IV. RESPONSIBILITY OF THE TOW COMPANY**

- A. The Tow Company is required to read and acknowledge the contents of this document and the information contained in the separate tow questionnaire, if applicable.

- B. The Chief of Police and the Tow Company recognize that extraordinary or unusual circumstances may require the use of additional or special equipment not specifically required by this contract. Therefore, the Tow Company shall be allowed and may be required to summon such additional or special equipment from another source to effectively provide the services required by this agreement. However, the Tow Company must at all times have all of the equipment required by this policy.
  
- C. The Tow Company will provide the City Manager and the Chief of Police its schedule of rates and charges. The Tow Company will also provide the City Manager and the Chief of Police with the addresses of its storage yards for towed vehicles.

\_\_\_\_\_  
Shaun Davis – Chief of Police

DATED: \_\_\_\_\_

The undersigned has read, understands, and acknowledges the contents of the foregoing policies regarding emergency towing procedures.

\_\_\_\_\_  
Tow Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_