

ATTACHMENT A

TOWING SERVICES FOR THE CITY OF LYNDEN
SCOPE OF WORK

Pursuant to the Vehicle Towing and Impound Services Agreement (“Contract”) made and entered into by and between the City of Lynden (“City”) and _____ (“Contractor”) (collectively “Parties”) on _____, 2025, Contractor will provide towing and all related services, 24 hours per day, 7 days per week, for the City as more specifically described in the Scope of Work.

SECTION 1. DEFINITIONS

The following definitions will be used in this Scope of Work and Contract.

- 1.1 Abandoned vehicle has the meaning identified in RCW 46.55.010.
- 1.2 Addenda means written instructions issued by the City prior to the offer due date and time which modify or interpret the solicitation documents by additions, deletions, clarifications, and/or corrections.
- 1.3 Contract means this agreement to provide the goods and services that are the subject of this solicitation. The Contract will be comprised of the solicitation documents, which include the instructions, scope of work, specifications, any City clarifications and addenda, Contractor’s proposal as accepted by the City, the agreement signed by the parties, and all appendices, attachments, amendments and exhibits referenced herein and therein.
- 1.5 City Representative means a person or persons authorized to act on behalf of the City of Lynden.
- 1.6 City Tow means a request from a City Representative to tow a City-owned vehicle to City property and/or to provide other ancillary Services.
- 1.7 Impound means a removal at the direction of a City Representative, but at the expense of the private owner, whether the owner is present at the time of removal or not.
- 1.8 Personnel means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by Contractor directly or indirectly or through third parties to provide any Services under the Contract.
- 1.9 Public Tow means a request to tow a non-City vehicle, and/or other ancillary Services, at the expense of a third party.

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- 1.10 Registered Tow Truck Operator means any person who engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles as defined by RCW 46.55.010.
- 1.11 Response Time is defined as the time lapse between the time of dispatch by Lynden911 or request by the City and the arrival at the scene by the tow truck.
- 1.12 Services means towing and all related services, including dispatch services, 24 hours per day, 7 days per week, for the City owned and non-City owned vehicle as described in this Scope of Work.
- 1.13 Police means the Police of the City of Lynden Police's Department or designee.
- 1.14 Storage Facilities means any vehicle storage location used by Contractor and its Subcontractors to provide any Services under the Contract.
- 1.15 Subcontract means any contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or Service for the performance of the Contract.
- 1.16 Vehicle means all instrumentalities capable of movement by means of circular wheels, skids or runners of any kind, specifically including but not limited to all forms of automotive vehicles, motorcycles, pickup trucks, cars, and vans, and ATV/UTV, whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of persons or objects, and specifically, including all such automobiles, motorcycles, pickup trucks, cars, and vans, even though they may be at any time immobilized in any way and for any period of time.
- 1.17 Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the solicitation.
- 1.18 WSP means Washington State Patrol.

SECTION 2. ACKNOWLEDGEMENT AND COMMENCEMENT

- 2.1 Compliance Acknowledgment. Due to the critical nature of each provision in the scope of work, the offeror must indicate whether they understand and agree to comply with all contract provisions.
- 2.2 Capacity at Commencement of Contract. Contractor shall be prepared and able to commence providing services on the start date mutually agreed upon by the Parties in the Contract.

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SECTION 3. VEHICLE TOWING AND REMOVAL

3.1 Service in Compliance with Washington Law. All Services will be provided in compliance with the provisions of Title 46 Revised Code of Washington and Titles 204 and 308 of the Washington Administrative Code.

3.2 No Guarantee of Towing Frequency. Contractor's services will be used on an "as needed" basis. The City does not guarantee any minimum number of tows during the Contract term.

3.3 Services Provided. Contractor shall provide removal, towing, secure storage services, release and/or disposal (if applicable) of vehicles and equipment in various locations throughout the City that are disabled, wrecked, abandoned, stolen, unlawfully parked (traffic hazards), junked, parked in violation of the law, present a traffic hazard, required due to driver's arrest or for evidentiary purposes or as otherwise directed by a City Representative.

3.4 Towing of City Vehicles. City vehicles shall be towed directly to a City storage facility unless otherwise directed by the City Representative.

3.5 Public Tows. Contractor shall not impound, tow, or otherwise disturb any unauthorized vehicle unless a sign meeting requirements of RCW 46.55.070 and WAC 308-61-145 is posted clearly and conspicuously. Contractor shall be responsible for supplying legally sufficient signage and posting signs where required and where directed by a City Representative. The vehicle should be towed to the location specified on the posted sign, with the rates charged as provided in **Attachment B (Cost/Rate Proposal Form)**. Contractor shall not leave the scene with a vehicle if there is reasonable cause to believe the owner (or authorized person) is approaching. Contractor shall release the vehicle on-site upon presentation of reasonable proof of ownership or authorization to operate the vehicle.

3.6 Informational Handout. Contractor shall create and maintain an informational handout to be provided on-site to owners or drivers of towed vehicles. At a minimum, the handout must include: (1) specific contract towing and storage rates; (2) storage rates; (3) business hours; (4) a telephone number for both business hours and after-hours inquiries; (5) release procedures; (6) a list of acceptable proof of ownership documents required for vehicle release; (7) procedures applicable to Public Towing, including what to do if the designated drop-off location is unavailable; (8) acceptable forms of payment, which shall include cash, credit cards, and checks; and (9) the name and telephone number of the Contractor's insurance company.

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3.7 Communications. Contractor shall meet with the City on a periodic basis to ensure clear communications regarding tow issues.

SECTION 4. REQUIRED EQUIPMENT

4.1 Required Capacity. Contractor shall have a sufficient number of tow trucks of adequate size and sufficient capacity to tow light-duty vehicles together with appropriate licensed, trained and qualified personnel to respond to requests for Service within 30-minutes of receipt of the request. Capacity includes the ability to properly tow motorcycles.

Contractor must maintain Class A and E towing capabilities, as defined in WAC 204-91A. Towing includes hook, dolly, flatbed, or other appropriate means to safely transport the vehicle. Contractor shall provide a list of all equipment available to provide Services to the City under the Contract. Contractor shall further identify if the equipment is owned by Contractor or its subcontractors.

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4.2 Equipment Assessment at Dispatch. Contractor is responsible for obtaining all information necessary at time of dispatch to properly determine the appropriate equipment that should be sent to the response site to affect the requested tow.

4.3 Service Standards and Damage Responsibility. Contractor shall perform all Services in accordance with automotive manufacturer's specifications and acceptable industry standards to avoid potential damage.

SECTION 5. RATES, RESPONSE TIMES, AND DAMAGES

5.1 Response Time

5.1.1 Required Arrival Time. An impound or tow request is "received" when Contractor's Services are requested by a City Representative. Contractor must immediately dispatch a tow truck to the specified location and arrive on scene within thirty minutes or less from receipt of the impound/tow request. Contractor is expected to make reasonable efforts to arrive at the location within the required time frame subject to safety concerns.

5.1.2 Failure to Respond within Specified Time. Failure to respond on scene within thirty minutes or failure to arrive on scene with the proper equipment within thirty minutes will be considered a failure to respond. No violation of this

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provision will be found if the failure to bring the equipment was due to insufficient information available to the City Representative or Lynden 911, or if Contractor is able to get the equipment on scene within the initial thirty minutes.

5.1.3 Damages for Repeated Failure to Timely Respond. Contractor acknowledges that Contractor's failure to comply with the 30-minute response requirement above will result in injury to the City, and because it will be difficult to estimate the extent of such injury, in the event that Contractor establishes a pattern of failing to timely respond, the Contractor hereby agrees to make payment to the City, as liquidated damages, the sum of fifty dollars (\$50.00) for each time Contractor fails to perform within the time periods specified above. For purposes of this section, a pattern is established by Contractor or any of its Personnel failing to respond within thirty minutes on more than three (3) occasions within any 30-day period.

The City and Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the damage resulting from the injury for failure to comply within the 30-minute response requirement and is not a penalty.

5.2 Rates.

5.2.1 Fee Schedule on File. Contractor shall comply with all applicable requirements for filing and maintaining a fee schedule with the Washington State Department of Licensing in accordance with state law pursuant to Chapter 46.55 RCW. Contractor shall not charge any fees in excess of those filed. Compliance with these requirements is a condition of this Contract, and failure to comply is grounds for termination.

5.2.2 Rates Not to Exceed WSP Tow Rate Schedule. Contract rates shall not exceed the Washington State Patrol (WSP) Tow Rate Schedule. Rate adjustments may occur annually based on changes to the Local Transportation Index and in conjunction with WSP tow rate updates. If more than one tow truck is needed at a single scene, each additional truck will be billed at the standard rate for its class.

5.2.3 Rate for City Tows. The fee for a City Tow shall include all Services required to place the vehicle in a position to be safely and properly towed from the location of the impound to the City's storage facility.

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RCW 46.55.063
Requiring a fee schedule filed with the department

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5.2.4 Rate for Public Tows. The fee for a Public Tow includes all services necessary to safely and properly tow the vehicle from the impound location to the destination specified on the required signage. These services are subject to the Fee Schedule on file with the Department of Licensing and the WSP Tow Rate Schedule and related restrictions.

5.2.5 Rate Cap Agreements. All Services are subject to the applicable WSP Tow Rate Cap Agreement, now in effect or as later amended. The maximum fee charged shall not exceed the WSP Tow Rate Cap and may be lower if required by the applicable agreement. This applies to both City and Public Tows, and the applicable rate is the one in effect at the time the impound is authorized by the City or the private owner.

5.2.6 Storage Rates. Storage fees apply only to Impounds and Public Tows, not City Tows. The fee shall comply with storage fee requirements as established in RCW 46.55.063, as presently enacted or hereafter amended. These storage charges must also comply with the applicable WSP Tow Rate Cap Agreement, and shall not exceed the maximum rate set at the time of impound.

5.2.7 Reasonable Response Fee. For Public Tows and Impounds, if the vehicle owner properly claims the vehicle on-site after the tow truck has hooked and lifted the vehicle but before it leaves the scene, the Contractor may release the vehicle and charge a response fee not to exceed 50% of the impound fee. This fee is subject to the WSP Tow Rate Cap Agreement and must not exceed the applicable maximum rate in effect at the time the impound was authorized.

SECTION 6. CLEAN- UP REQUIREMENTS

6.1 Site Clean-Up. When called to an accident scene by the City or private party, Contractor shall be responsible for promptly and thoroughly cleaning the accident scene (including street, sidewalk, or parking strip) of all glass, metal, vehicle parts, automotive fluids, spent absorbent, and debris resulting from an accident or collision without extra charge as promptly as is practicable, unless otherwise directed by a City representative, subject to compliance with Section 6.3 of this Scope of Work. All cleanup and disposal shall be performed in compliance with all applicable laws, rules and regulations.

6.2 Clean-Up Responsibilities.

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6.2.1 Absorbent. Contractor shall carry absorbent at all times. Contractor will spread absorbent and/or other materials appropriate to contain and clean the site and prevent further pollution.

6.2.6 Disposal of Debris. Contractor shall dispose of trash, debris and spent absorbent in a safe and sanitary manner in compliance with applicable law and regulations.

6.3 Law Enforcement Direction. Contractor shall not begin site cleanup unless and until authorized by the primary law enforcement department on scene. Contractor shall not depart from the scene unless and until they receive prior approval from the primary law enforcement department on scene and all clean-up has been conducted in a manner sufficient to ensure proper roadway safety.

SECTION 7. STORAGE FACILITIES AND VEHICLE RELEASE

7.1 Rate Disclosure. Contractor shall prominently display a sign at all storage facilities and cashier stations showing all current rates for towing, storage, and other services.

7.2 Vehicle Release and Return. Vehicles must be promptly made available for release to the vehicle owner or other authorized tow operators upon payment and arrangement of Contractor's authorized towing and storage fees.

Vehicles shall be returned in substantially the same condition as when towed, in accordance with RCW 46.55. Storage facilities must maintain site-obscuring fencing and screening as required by WAC 308-61 and local codes.

7.3 Storage Facility Requirements.

7.3.1 City Inspection Rights. The City may inspect any storage facility used by Contractor under this Contract at any time.

7.3.2 Facility Condition and Accessibility. Storage facilities shall be properly surfaced, graded, drained, and lighted. They must be maintained free of hazards and obstacles to ensure safe and convenient access for individuals retrieving their vehicles. Facility layouts shall allow for the movement of vehicles without undue congestion.

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7.3.3 Security Requirements. Contractor shall provide adequate security to prevent loss or damage to vehicles and contents. When unattended, facility gates must be locked, and fences must be secure against entry.

7.3.4 Zoning Requirements. All storage facilities must comply with applicable zoning, planning, and land use regulations.

7.4 No Storage on Public Property. Contractor shall not store impounded vehicles on public streets or public property under any circumstances.

SECTION 8. ABANDONED VEHICLES

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8.1 Response Time. Abandoned vehicles should be removed within 24 hours of request at Contractor's convenience. Contractor shall respond immediately if the abandoned vehicle is blocking the roadway or is otherwise a traffic hazard.

8.2 Sale of Abandoned Vehicle. An impounded vehicle deemed to be abandoned may be sold by Contractor in accordance with the notice and sale procedure, as provided by RCW 46.55.120. Contractor shall be solely responsible for losses, damage, or other claims that result from the sale of any abandoned vehicles. Contractor shall not charge any person who redeems a vehicle for the vehicle's sale, or any costs incurred in preparing the vehicle for sale.

8.3 Return of Belongings. All personal belongings and contents in the vehicle shall be available for return to the vehicle's owner or agent during normal business hours upon request and presentation of proper identification, as required by RCW 46.55.090. Personal items not claimed before the auction, shall not be sold at auction to fulfill a lien against the vehicle, but shall be turned over to The City of Lynden for disposal, unless otherwise provided in RCW 46.55.090.

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SECTION 9. PERSONNEL REQUIREMENTS

9.1 General Requirements. Contractor shall ensure that all Personnel comply with the requirements of this Contract and the Scope of Work. Contractor shall provide a sufficient number of qualified, trained, and licensed Personnel to adequately handle the volume and variety of City tow services.

9.2 Qualifications and Licensing. Contractor shall:

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9.2.1 Ensure all Personnel are competent, appropriately trained, licensed, and supervised.

9.2.2 Maintain current copies of valid Washington driver's licenses applicable to the equipment operated by each person performing services under this Contract.

9.2.3 Hire, train, and supervise drivers in accordance with applicable laws, WSP regulations, and this Contract.

9.2.4 Provide ongoing training on towing and related issues.

9.3 Conduct and Appearance. Contractor shall ensure that all Personnel:

9.3.1 Are not under the influence of alcohol, marijuana, or drugs (including prescription drugs) while on duty.

9.3.2 Act courteously and avoid vulgar or profane language or gestures when interacting with the public.

9.3.3 Wear reasonably clean uniforms identifying both the tow company and the employee's name.

9.3.4 Wear reflective clothing or vests in compliance with all safety equipment regulations.

9.4 Safety and Operation Standards. Contractor shall ensure:

9.4.1 All equipment is operated in a safe and prudent manner, in compliance with all applicable federal, state, and City laws and regulations.

9.4.2 No Personnel has been convicted of any felony offense or crime of dishonesty (e.g., theft or fraud), and shall monitor compliance throughout the Contract term.

9.5 Conflicts of Interest. Contractor and Personnel shall not:

9.5.1 Solicit or recommend any repair facility or mechanic to owners or drivers of towed vehicles.

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9.5.2 Accept commissions, referral fees, or any compensation from body shops, insurance companies, attorneys, or other third parties for referrals related to services under this Contract.

9.6 Personnel Reporting Requirements. Contractor shall:

9.6.1 Submit a complete list of all Personnel and Subcontractors to the Lynden Police Department annually by January 15.

9.6.2 Notify the Lynden Police Department in writing within three (3) business days of any new Personnel, including Subcontractors

9.7 Right to Remove Personnel. The City reserves the right to require the removal of any Personnel from performing Services under this Contract and Scope of Work for any violation of this section or if their performance is deemed unsatisfactory by the City.

SECTION 10. SUBCONTRACTORS

10.1 Use of Subcontractors. Contractor may not partner or subcontract with other contractors to perform services under this Contract without the prior written approval of the City.

10.2 Disclosure and Approval Requirements. All Subcontractors must be approved by the City before performing any Services. Contractor shall maintain and provide a current list of all approved Subcontractors to the City. Additions or removals from the Subcontractor list must be reported within 24 hours of the change.

10.3 Oversight and Accountability. Contractor is responsible for the performance of its Subcontractors and shall oversee and hold them accountable for any delegated duties. Contractor must ensure that Subcontractors meet all applicable service requirements, including qualifications, training, safety, and facility standards.

10.4 Sub-Contracts and Substitutions. Contractor shall provide the City with a copy of all Subcontractor agreements and amendments upon request and whenever changes occur. No Subcontractor may be substituted without the prior written approval of the City.

10.5 Insurance and Indemnification. Contractor shall ensure that all Subcontractors provide insurance and indemnification as required by the Contract. Proof of Subcontractor insurance, including Certificates of Insurance and endorsements, must be provided to the

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City upon request. Contractor remains responsible for all acts or omissions of its Subcontractors and shall indemnify the City accordingly.

SECTION 11. COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

11.1 Required Licenses and Insurance. Contractor shall maintain all licenses, permits, certifications, registrations, and insurance required by federal, state, and City law to operate its business and perform Services under this Contract. This includes ensuring that all equipment and Personnel have the appropriate and current authorizations while performing any Services.

11.2 Compliance with Laws and Regulations. Contractor shall perform all Services in full compliance with federal, state, and City laws, ordinances, regulations, and rules, including, but not limited to: Chapter 46.55 RCW, WAC 204-91A, and WAC 308-61, as currently in effect and as may be amended; applicable provisions of the Occupational Safety and Health Act (OSHA), including future amendments; and any relevant directives from the City, particularly regarding the disposal of vehicles, motorhomes, travel trailers, and boats.

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SECTION 12. BILLING AND COMPENSATION

12.1 Compensation Structure. The City does not provide compensation to the Contractor for maintaining availability or for general towing services under this Agreement. The Contractor shall charge towing rates to the individuals or entities responsible for the tow. The City shall be responsible for payment only when the tow is of a City-owned vehicle and requested by the City, or as otherwise specifically required by this Scope of Work.

12.2 Invoicing Requirements. Contractor shall submit one consolidated invoice per month to:

City of Lynden Finance Department
Attn: Towing Program
300 4th Street
Lynden, WA 98264

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Each invoice must include the following for each service call: response time; time the call was received; time of arrival at vehicle location; time of vehicle delivery or service completion; and a description of the vehicle.

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12.3 Payment Adjustments and Offsets. All payments are subject to adjustment based on audit or review to correct any improperly invoiced amounts. If Contractor fails to pay taxes, assessments, penalties, or fees imposed by any government agency (including those under City ordinance or a court of law), the City may deduct or directly pay such amounts from Contractor's compensation without prior notice.

SECTION 13. RECORDS AND REPORTING

13.1 Record-Keeping System. Contractor shall maintain a record-keeping system for all Services provided under this Contract that complies with Chapter 46.55 RCW and generally accepted accounting principles. Contractor shall comply with all applicable federal, state, and City laws regarding records retention and reporting requirements, in addition to the terms of this Contract. All records must also be made available immediately upon the City's request.

13.2 Access for Inspection and Audit. Contractor shall make all Service-related records and documents available to the City for inspection, audit, or evaluation during regular business hours to assess performance, contract compliance, and quality assurance.

13.3 Reporting Requirements. Contractor shall submit a monthly report to the City including the following information for each tow: (1) City incident number; (2) Vehicle description, including ER&R number for City vehicles; (3) Date and time of tow; (4) Tow origin and destination; (5) Reason for tow; (6) Date and time of notification to the City; and (7) Name and identification number of the City employee who authorized the tow.

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Contractor shall also submit periodic reports regarding Services performed under this Contract upon request by the City. These additional reports shall be provided in the format and frequency specified by the City at no additional cost.

13.4 Master Tow Log. Contractor shall maintain a master log of all vehicles towed under this Contract, which must be clearly distinguishable from records of other vehicles towed by the Contractor not under the Contract and this Scope of Work. The log shall include, at a minimum: (1) Vehicle pickup location; (2) Name and address of the destination facility; (3) Name of the department or employee authorizing the tow; (4) Name of Contractor personnel providing the service; (5) Date and time of tow; (6) Vehicle make, model, color, year; (7) License plate number and issuing state; (8) Vehicle Identification Number (VIN); (9) Odometer reading (start and end mileage); (10) Law enforcement report number (if applicable); (11) Fees charged; (12) Itemized tow and storage billing statement; and (13) Identification of any improperly dispatched tow requests.

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SECTION 14. LEGAL PROCEEDINGS

14.1 Contractor Cooperation. Contractor shall fully cooperate in any court or administrative proceeding involving the City regarding the Services provided under this Contract, including without limitation disputes regarding the impound procedures, process and/or fees. Contractor shall, upon request, make available for such court, or hearing examiner, any books, records, or personnel under its control to furnish evidence as requested.