

**CITY OF LITTLE ROCK
TOWING SERVICE CONTRACT RULES**

The following Contract Rules are set forth by the Director of Fleet Services of the City of Little Rock, to identify important operational requirements under the Towing Service Contract for non-consent towing and municipal wrecker services within the city limits of Little Rock, Arkansas (“City”). All Wrecker Companies that respond successfully to the Request for Qualifications and that execute a Towing Service Contract in order to be placed on the City’s wrecker rotation list will be required to comply with each of these supplementary conditions:

1. A Contract Wrecker Company and its employees shall observe all applicable laws and ordinances and shall maintain, throughout the contract term, all non-consent towing licenses and equipment permits required by the Arkansas Towing and Recovery Board. A Contract Wrecker Company shall be removed from the City’s wrecker rotation list immediately upon issuance of a Towing and Recovery Board Order to suspend the Contract Wrecker Company’s license, regardless of any appeal process initiated by the Company.
2. A Contract Wrecker Company shall do business from one primary location to which wrecker requests can be directed by the Little Rock Communications Center (hereinafter “Communications”). The Wrecker Company’s fixed place of business shall be staffed 24 hours per day, seven days per week, holidays included, for the purpose of receiving calls from Communications and dispatching wreckers. Wrecker Company staff shall be on duty for only one Contract Wrecker Company at any given time.
3. A wrecker driver shall be on duty for only one Contract Wrecker Company at any given time and shall respond, for purposes of the wrecker rotation list, only to those wrecker requests directed to his employer by Communications.
4. A Contract Wrecker Company shall not accept calls from the Communications dispatcher unless it has available the proper equipment to immediately respond to the call. If a Contract Wrecker Company informs the Communications dispatcher that it will respond, a wrecker must arrive within the time limit of thirty (30) minutes, or within forty five (45) minutes if hazardous road conditions have been declared by the Director of Fleet Services. Once the applicable thirty (30) minute or forty-five (45) minute time period has expired, Communications will notify the Wrecker Company that their call has been cancelled and will contact the next Wrecker Company in the rotation to dispatch a wrecker to the scene. In case of mechanical failure of the equipment after a call has been received, the Communications dispatcher shall be notified immediately by the Wrecker Company.
5. **POLICE RESPONSIBILITIES – IMPOUNDMENT AND EMERGENCY REMOVAL.**
 - a. Upon arrival at the scene of a traffic incident, the responding Little Rock police officer shall determine if there is any reason to order impoundment of the vehicle pursuant to

LRPD general orders. In some situations, where impoundment is not required but the owner preference wrecker is not en route and cannot be dispatched immediately, emergency circumstances may necessitate the immediate clearing of public thoroughfares and mandate expedited non-consent towing pursuant to LRPD general orders.

- b. If the officer has reason to impound a vehicle or order emergency removal of a disabled or inoperative vehicle, Communications will be contacted to dispatch a contract wrecker from the rotation list. An LRPD Towed Vehicle Report shall be completed by the officer and provided to the wrecker operator.
 - c. If a request for a wrecker is cancelled, Communications must be notified of the reason for the cancellation.
6. POLICE RESPONSIBILITIES – OWNER PREFERENCE.
- a. If there is no reason to order emergency removal of a disabled or inoperative vehicle, the officer shall inquire whether the vehicle owner or competent occupant prefers a particular wrecker service. In accordance with Arkansas law and LRPD policy, no recommendation or suggestion shall be made regarding a particular wrecker company.
 - b. If the vehicle owner or competent occupant requests a particular wrecker service, auto club or other service provider, the officer may request that Communications contact that provider on behalf of the vehicle owner or operator. Communications shall be advised that this is an “owner preference” tow and does not affect the wrecker rotation list. **An owner preference tow is not regarded as a Contract Tow and is not regulated or bound by the provisions of the Towing Service Contract or these Rules and Regulations.** The City will not be responsible for collection or payment of any tow charges for an owner preference tow.
7. POLICE RESPONSIBILITIES – NO OWNER PREFERENCE.
- If the vehicle owner or competent occupant of a disabled or inoperable vehicle waives their right to Owner Preference, the law enforcement officer shall determine whether to order immediate removal of the vehicle under this Contract based upon the vehicle impoundment policy stated in the Little Rock Police Department General Orders as amended.
- 8. Any Contract Wrecker Company notified of an accident from a source other than Communications shall immediately notify Communications of the pertinent information.
 - 9. Emergency lights will be used in accordance with the Arkansas Towing and Recovery Board’s Rules and Regulations.
 - 10. The Wrecker Company is responsible for the prompt and safe removal of impounded, disabled or inoperative vehicles that are towed from an accident scene pursuant to this Contract and for the prompt and complete removal of all litter and debris, including but not limited to glass and all vehicle parts, resulting from the accident. All vehicle parts must be transported with the vehicle. Small pieces of glass and other debris that can be swept onto a

dustpan shall be placed in a plastic trash bag and placed on the floorboard or in the trunk of the damaged vehicle, but shall not be placed on a vehicle seat. Charging a clean-up fee for an intact vehicle shall be considered a violation of these Rules and shall subject the Wrecker Company to remedial measures pursuant to the Towing Service Contract. Hazardous and biological waste materials are excluded from this provision. When hazardous or biological waste materials are spilled, the Wrecker Company shall ask the LRPD police officer or traffic safety officer to notify the Hazardous Materials Unit.

11. No Contract Wrecker or other vehicle used for towing services pursuant to the Towing Service Contract shall remove from the scene any vehicle until notified to do so by the authorized personnel in charge at the scene.
12. The Director of Fleet Services or his designee has the right to audit all charges, to adjust any unreasonable charges, and to inspect all vehicles and their identifying marks and equipment for compliance with the Towing Service Contract.
13. The Wrecker Company and its employees and agents shall courteously provide the services authorized in the Towing Service Contract and shall interact with the public, Communications staff, Vehicle Storage Facility staff and other City personnel with the utmost respect and professionalism.
14. The Wrecker Company shall submit monthly reports to the Department of Fleet Services for all vehicles towed for the City. These monthly reports shall be submitted to the Department of Fleet Services at 3314 J E Davis Drive, Little Rock, AR in a format approved by the Director of Fleet Services. Wrecker Company reports to the Department of Fleet Services are due by the 5th of each month following the month of service.
15. The Contract Wrecker Company shall handle all vehicle owner or operator complaints concerning services rendered by the Wrecker Company in a professional, expeditious and courteous manner.
16. In the event that more than one wrecker is needed to respond to an incident, all wreckers responding to the incident shall be dispatched from the same Wrecker Company. If the Wrecker Company contacted does not have the number of wreckers required for the call, the next company on the list shall be contacted to supply the additional required wreckers. Communications shall be responsible for maintaining the wrecker rotation list based on the number of tows and shall adjust the list accordingly to allow an equal number of tows among the Wrecker Companies.
17. While en route to the Little Rock Vehicle Storage Facility or other approved destination pursuant to the Towing Service Contract, a wrecker driver shall not stop for any reason other than mechanical breakdown or a problem with the hookup. In the event of mechanical breakdown or a problem with the hookup while en route to a destination, the wrecker driver shall immediately notify his dispatcher, who will then immediately notify Communications. An exception may be made in the event that a wrecker driver is responding to an additional incident scene and will use a single wrecker to transport two or more vehicles.

18. The Wrecker Company is responsible for chain of custody of vehicles and contents when released by the LRPD officer until it arrives at the Little Rock Vehicle Storage Facility. Drivers shall fully cooperate with impound inspection and inventory procedures, acknowledge condition and content inventory by signature, and unload vehicles as directed by Vehicle Storage Facility employees.

FAILURE TO COMPLY WITH THESE CONTRACT RULES MAY RESULT IN THE SUSPENSION OR REMOVAL OF A WRECKER COMPANY FROM THE WRECKER ROTATION LIST BY THE CITY MANAGER OR HIS DESIGNEE RESPONSIBLE FOR ADMINISTERING THE CITY OF LITTLE ROCK TOWING SERVICE CONTRACT.