

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: City Management **Presenter(s) & Title:** Nathan Ingram, Assistant City Manager

Agenda Item Title:

Review and Discussion on Recommendation to Award Towing Services Contract to Mauldin Body Shop, Inc.

Summary:

In May of this year, City Management issued an RFP for Towing Services. Proposals were due back to the City on June 23rd. The City received two proposals; Mauldin Body Shop, Inc. and Daniels Body Shop & Wrecker Service Inc. A review committee was convened consisting of individuals from City Management, Police Department, Public Works and Building & Safety Services. After review, the committee came to a unanimous decision to recommend an award to Mauldin Body Shop, Inc. Draft Contract has been prepared, reviewed by Council, and is attached to this cover sheet.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: _____ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

At Council's November 17, 2022 meeting, Staff will recommend Council to approve awarding a contract to Mauldin Body Shop, Inc. to provide Towing Services for the City of Canton, and for the Mayor to sign said contract.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

Draft contract for Towing Services with Mauldin Body Shop, Inc.
Proposal Received from Mauldin Body Shop, Inc.

CITY OF CANTON GEORGIA
TOWING AND STORAGE SERVICES AGREEMENT

This Towing and Storage Services Agreement (the “Agreement”) is made and entered into this ____th day of December 2022 by and between the City of Canton, Georgia (the “City”) and Mauldin Body Shop, Inc. (the “Contractor”). This Agreement shall be in force for a period of one (1) year from January 1, 2023 through December 31, 2023 with the option for annual one-year extensions at the option of the City and the Contractor.

SCOPE: This Agreement is for the towing and storage of vehicles damaged, abandoned, immobilized, illegally parked, impounded or disabled on public rights-of-way or other property within the City of Canton, Georgia designated for removal under lawful order.

INDEMNIFICATION: Contractor shall indemnify and hold the City and its officers, agents and employees harmless from any and all costs or expenses (including attorney’s fees) incurred by the City as a result of Contractor’s performance or non-performance under this Agreement.

SERVICES REQUIRED OF THE CONTRACTOR: This Agreement encapsulates the services as set forth in the RFP for Towing Service Provider issued by the City on Friday, August 5, 2022. The services include, but are not limited to furnishing of labor and equipment necessary for the removal of damaged and disabled vehicles or other equipment from highways, roads, streets or other public thoroughfares or in close proximity thereof, and the transport of same to locations and / or facilities as requested by the owner / operators, or as directed by the Canton Police Department for temporary storage or disposal. Services also include cleaning of glass, residual fluids and any other debris resulting from a motor vehicle accident or similar type incident. Contractor also agrees to provide the same services without expectation of compensation for vehicles owned, leased or rented by the City.

SERVICE BOUNDARY: Services rendered within the scope of the contract means all properties, public or private, within the corporate limits of the City of Canton or as otherwise directed by the Chief of Police or his designee for service beyond the corporate limits of the City.

EVIDENCE OF INSURANCE: Evidence of insurance and Operator Certification must be provided by the Contractor to the City. Said insurance shall clearly show on its face, compliance with the requisite substantive elements and shall be maintained during the term of the Agreement. Contractor shall maintain comprehensive general liability insurance covering bodily injuries with a limit of not less than one million dollars (\$1,000,000) per occurrence and property damage with a limit of not less than one million dollars (\$1,000,000) per occurrence, and statutory workers’ compensation insurance, including employer’s liability. All insurance shall be provided by insurers licensed to transact business in the State of Georgia and otherwise acceptable to the City and shall provide for thirty (30) days prior notice of cancellation to the City. Upon execution or upon request during the term of the agreement, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor’s compliance by January 1st annually. Contractor shall abide by the terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

**CITY OF CANTON GEORGIA
TOWING AND STORAGE SERVICES AGREEMENT**

COMPLIANCE WITH APPLICABLE LAWS: This Agreement is executed and shall be construed and enforced in accordance with the laws of the State of Georgia. Contractor shall conform to all federal, state, county and municipal laws, ordinances and regulations now or hereafter in effect applicable to the Contractor's business. It shall be the duty of Contractor to ascertain and comply.

DEFINITIONS: The following terms as used are acknowledged to mean:

- a. **Response Time:** This means the Contractor will have a boom wrecker or rollback transporter standing by and able to respond to a scene within fifteen (15) minutes after receipt of the call and be "on scene" within twenty (20) minutes.
- b. **Light Duty:** Defined as passenger vehicle, SUV or truck having a gross vehicle weight of up to fifteen thousand (15,000) pounds.
- c. **Heavy Duty:** Defined as any vehicle or equipment having a gross vehicle weight of more than fifteen thousand (15,000) pounds but less than thirty (30,000) pounds.
- d. **Extra Heavy Duty:** Defined as any vehicle, single or articulated having a gross vehicle weight of thirty thousand (30,000) pounds or more.
- e. **Measurement of Mileage:** Miles are measured from the point of pickup to the point of storage or other designated location as requested by the vehicle owner, vehicle operator or City of Canton.
- f. **Calls For Service:** Any request from the City of Canton or its representative, to include Cherokee County E 911 Communications for towing or cleanup of a roadway, street, highway or other public or private thoroughfare within jurisdiction of the City or under the control of the City.

CHARGES FOR SERVICES: The City accepts the fee schedule as adopted or as changed from time to time by the Cherokee County Boom Wrecker and Rollback Transporter Service Advisory Board or other fee schedules provided by the Contractor in their proposal providing such rates shall be prominently displayed in Contractor's place of business and any billings or statements shall clearly refer to rates applied pursuant to this Agreement and all charges shall be itemized to permit reconciliation and verification of charges per incident. Contractor shall at all times utilize the least expensive equipment / boom wrecker and rollback transporter to perform the required service. If said equipment / boom wrecker and rollback transporter is unavailable at the time, however, the Contractor may utilize a more expensive boom wrecker and rollback transporter / equipment but shall charge the lesser rate.

CITY VEHICLES: All City of Canton vehicles shall be towed at no cost to the city. Should a City vehicle outside the service area need towing and the Contractor is unable to provide service, the Contractor shall make arrangements on behalf of the City with another boom wrecker and rollback transporter service for the towing of the vehicle.

CITY OF CANTON GEORGIA
TOWING AND STORAGE SERVICES AGREEMENT

- a. Any vehicle towed for evidentiary reasons by the Canton Police Department shall be towed to the police department's storage facility or other location designated by the Canton Police Department at no cost to the City.
- b. Contractor shall change flat tires on City maintained vehicles at no charge although the City is responsible for repair and/or replacement of the tire(s).

RESPONSIBILITY FOR CHARGES OF SERVICES RENDERED: The City accepts no liability for payment of any charges resulting from services rendered by the Contractor. It shall be the responsibility of the Contractor to determine ownership of any vehicle removed and ultimately collect payment. All charges shall be the responsibility of the vehicle owner or lien holder. Each vehicle may stand as security only for charges against said vehicle. When the Contractor sells an unclaimed vehicle and the proceeds are less than the charges, the Contractor shall absorb the difference with no claim against the City or any of its representatives. Excess proceeds cannot be applied towards any loss suffered from the sale of another vehicle.

RELEASE OF VEHICLES: All vehicles and/or equipment removed, towed and/or stored as a result of police directed action, will not be released to the owner without expressed authorization of the Canton Police Department or otherwise ordered by a court of competent jurisdiction.

CONTRACTOR'S RESPONSIBILITY FOR PERSONAL PROPERTY: Contractor shall be responsible and liable for all vehicles and property contained therein towed and stored under this agreement and shall indemnify and hold harmless the City against any and all claims for damage or loss.

- a. An inventory of property contained within a vehicle shall be completed by a Canton Police representative and witnessed by the Contractor or his representative prior to towing, a copy of which to be maintained by the Canton Police Department and provided to the vehicle owner.

DAMAGE TO VEHICLES: The City assumes no liability for vehicles damaged as the result of being towed from any scene. The Contractor is responsible for the resolution of any claim against them relative to damage sustained while under their control or in their possession.

HOURS OF OPERATION: Contractor shall maintain sufficient equipment and labor to supply the City's demands on a full twenty-four (24) hour a day basis each day of the year. Supplemental labor and equipment are to be available so as to meet demand under exigent conditions.

**CITY OF CANTON GEORGIA
TOWING AND STORAGE SERVICES AGREEMENT**

CONTRACTOR'S FACILITY:

- a. Contractor's primary place of business shall be located within a 10-mile radius of the City boundary
- b. Contractor shall maintain a suitable facility to transact business and accommodate the public. Such facility must be clean and presentable at all times and subject to inspection by the City, to include Police Department, Building and Zoning, Code Enforcement and Licensing. Failure to properly maintain facilities shall be cause for suspension of the Agreement between the City and Contractor, and if necessary, termination of the Agreement in total.
- c. Contractor shall maintain an appropriately secured facility for the storage of towed vehicles and equipment. Such facility shall be located within geographical boundaries of the City of Canton or a location approved by the Canton Police Department. The storage area shall be enclosed by a fence of sufficient height with barbed wire to discourage theft or damage, shall be monitored by an electronic surveillance system and shall be adequately lighted from ½ hour after sunset to ½ hour before sunrise. The storage area shall be staffed each day, not including legal holidays, to permit transaction of business but no less than Monday through Friday between the hours of 8:00 AM and 5:00 PM. Entrances and exits shall be paved or have sufficient gravel surface to support vehicular use.

CONDITION OF VEHICLES, EQUIPMENT AND EMPLOYEES:

- a. Contractor shall maintain in a clean, operating condition at all times, boom wreckers and rollback transporters capable of moving vehicles defined as Light Duty, Heavy Duty and Extra Heavy Duty, the number of which determined by the Contractor in consideration of the service demands typically made by the City.
- b. Each boom wrecker and rollback transporter shall carry service items to include a fire extinguisher, chains, ropes, blocks, dollies, flares, flashers, flood lights, hand tools, shovels, axes, wrecking bars, brooms, first aid kit, and other equipment needed to meet obligations of this agreement.
- c. Boom wrecker and rollback transporter operators will be credentialed by some competent authority and the Contractor lawfully registered in the City, County and State as a service provider. Competent authority defined as industry associated professional organization, legitimate training program or manufacturer.
- d. Boom wrecker and rollback transporter operators shall be clean and wear a shirt or other apparel that identifies them as an employee of the Contractor.
- e. Boom wrecker and rollback transporter operators shall not have been convicted or entered a plea of guilty or nolo contendere for any felony crime, one or more DUI convictions (O.C.G.A. 40-6-391), vehicular homicide or manslaughter, reckless

CITY OF CANTON GEORGIA
TOWING AND STORAGE SERVICES AGREEMENT

driving (OCGA 40-6-390), fleeing & eluding (OCGA 40-6-395) or thefts five (5) years prior to the execution date of the agreement or any other crime which the Canton Police Department deems makes the employee unfit to perform services on behalf of the City of Canton.

- f. Contractor shall notify the Canton Police Department in writing of violations of section (e) above within thirty (30) days of conviction of any employee or agent of the Contractor.

REMOVAL OF DEBRIS (as required by Georgia law): Contractor shall comply with all applicable laws and guides regarding removal of debris from scenes with emphasis on petroleum products, plastics, glass and tires.

IMPOUND SHEETS: Contractor shall use preprinted vehicle inventory logs (impound sheets) or an approved dispatch software to record services rendered. In addition to any other information required by law, the following shall be indicated on each ticket:

1. Time the call was received from the Police Department / Cherokee County E 911
 2. Time boom wrecker and rollback transporter arrived on scene
 3. Time boom wrecker and rollback transporter departed from scene
 4. Time boom wrecker and rollback transporter arrived at storage facility or location designated by customer
 5. Mileage from point of pickup to storage facility or destination.
 6. Signature of boom wrecker and rollback transporter driver, police officer working the incident.
- a. Contractor will provide to the City Manager a summary of calls for the preceding month by the tenth (10th) working day of each month. Said summary shall include a listing of all vehicles towed, impounded or stored at direction of the Police Department.

DISPOSAL OF VEHICLE OR OTHER REAL PROPERTY NOT CLAIMED BY OWNER:

- a. Contractor shall comply fully with Section 40 of the Georgia Criminal Code and other applicable laws pertaining to disposal of motor vehicles or other tangible assets in possession of the Contractor. In addition to the mandates of law, the Contractor will provide the Police Department no less than 5 working days in advance with a list of those vehicles scheduled for sale, including the make, model and year of the vehicle, tag number, and vehicle identification number (VIN).
- b. At a minimum, one week after each sale, Contractor shall furnish the Canton Police Department a list of vehicles sold or disposed of by other means along with the name, address and date of birth of the purchaser. Said list shall include the make, model, year, vehicle identification number (VIN) and color of the vehicle or equipment sold.

CITY OF CANTON GEORGIA
TOWING AND STORAGE SERVICES AGREEMENT

EXAMINATION OF RECORDS, FACILITIES AND VEHICLES: Contractor agrees the City shall have the right to examine any books, documents, papers, and records of Contractor involving transactions related to the Agreement and to conduct unannounced physical inspections of any vehicle, equipment and facility maintained by the Contractor. Such records will be maintained for two years after the end of this Agreement.

TERMINATION OR SUSPENSION OF AGREEMENT: The City reserves the right to suspend the Agreement in the event of the Contractor's breach of any provision contained herein, including, but not limited to Contractor responds to a request from the Police Department in excess of the response time more than three (3) times in a 30 day period, fails to respond to more than two (2) calls in a 30 day period, receives (3) or more complaints regarding billing in a 60 day period or theft or damage sustained by stored vehicles. Should additional breaches occur within six (6) months, the Contractor may be permanently removed, notwithstanding right to appeal to the City Council.

CANCELLATION ON ARRIVAL & CONNECTION: If after a boom wrecker or rollback transporter has physically connected to vehicle and service is refused by the vehicle owner, the Contractor can charge no more than \$50.

FUEL COST ADJUSTMENT: The Contractor may request an annual adjustment of the rate schedule during the month of February based on fluctuation of the Consumer Price Index pertaining to fuel costs providing the adjustment does not exceed 10% of the total amount charged.

ADMINISTRATIVE FEES PROHIBITED: Administrative fees are prohibited except those allowed by the Cherokee County Boom Wrecker and Rollback Transporter Service Advisory Board relative to the disposal of an abandoned vehicle.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

Mauldin Body Shop, Inc.

City of Canton, Georgia

By: _____
Angela Weaver Mayhue, Registered Agent

By: _____
Bill Grant, Mayor

Witness Signature:

Approved as to Form:

By: _____
Billy Peppers, City Manager

By: _____
Bobby Dyer, City Attorney

MAULDIN BODY SHOP, INC.

Serving Canton since 1961

Located: 143 Butterworth Road

770-479-4851



City of Canton RFP Response; June 23, 2022

MAULDIN BODY SHOP, INC.

Mailing Address: 672 Avery Road Canton, Ga. 30115 770-479-4851

Located: 143 Butterworth Road, Canton, Ga. 30114

Quality Service Since 1961

John Weaver C) 404-405-1759 Email: jw50mls@aol.com

Mauldin Body Shop, Inc. has been an active and dedicated business in the Canton area for over 61 years serving the auto body repair and towing needs of a growing community. Our company is a family-owned business started by Herbert Mauldin. The business includes his daughter, Debbie Mauldin Weaver, CEO, who grew up in the business and left a job at Reinhardt College to operate the shop full time in 1971.

Debbie's husband of 52 years, John Weaver, Sec., joined the business after his discharge from the United States Army and several years employment before and after his military service at WCHK Radio Station in Canton.

Our daughter, Angela Weaver Mayhue, CFO, joined the business after graduation from Reinhardt College in 2001.

As you see Mauldin Body Shop is a family owned and operated business with of course many community ties and connections requiring our best efforts to maintain the family name and reputation.

We are the oldest active towing company in Cherokee County and strive daily to measure up to the standards for the industry and the needs of the motoring public.

The scope for this RFP is on towing and recovery, a vital role in public safety. Our company has the equipment, personnel, training, and leadership to provide the best service in the area. The information included in this proposal will verify all of the mentioned attributes of our ability and experience.

As many concerns arise in our world today about diversity, cost of operation and services, personal relationships with customers and overall conduct of business allow me to be very up front with our perspective. We are a service company. We provide a service at a price that is and always has been controlled by 'prevailing rates.' What is the "going rate?" Labor rates in the body shop and towing are mostly regulated by outside sources. Insurance companies dictate your labor rate against your competitor as a prevailing rate and Cherokee County Wrecker Ordinance and State of Georgia laws dictate towing charges on almost all non-consensual towing. These will be included in our package discussion as well.

Thank you for your time and effort in assuring our citizens the best services from you and our company.

Yours truly,

John weaver

TABLE OF CONTENTS

1.0	Overview & General Conditions	History and commitment of Mauldin
1.1	Proposer's Minimum requirements	
1.2	Insurance Requirements	All company insurance meets requirements
1.3	Conflict of Interest Statement	Disclosure
1.4	Services Required	24-7 Towing & Recovery Services
1.5	Service Boundary	Coverage area
1.6	Compliance with Applicable Laws	Legal liabilities
1.7	Definitions	RFP stated desires of Respondent
1.8	Charges for Services	Rational for Standard Rate Charges
1.9	Responsibility for Charges	Required by State of Georgia Code
2.0	Release of Vehicles	Procedure for release of vehicles
2.1	Release to Lien Holder	Procedure under law to release vehicles
2.2	Hours of Operation	Wrecker 24/7, Office hours and due process
2.3	Responsibility, Personal Property	Policy and Law governing personal property
2.4	Damage to Vehicles	Protecting owners' property and rights
2.5	Sufficient Equipment & Labor	Adequate Coverage 24/7
2.6	Respondents Facility	
	a. Location	Physical location within City Limits of Canton
	b. City Regulations	Facility meets all City, County, and State laws
	c. Security	Vehicles and property protected
2.7	Vehicles, Equipment, Employees	
	a. Clean Vehicles	Inspection, maintenance, and appearance

	b. Equipment	Minimum Standard equipment
	c. Credentialed Operators	State of Georgia Industry Certified Operators
	d. Uniforms	Operators provided uniforms and safety vest
2.8	Impound Sheets	Computerized inventory of vehicles on lot
2.9	Disposal of Vehicle Not Claimed	Georgia Code 40-11
3.0	Examination of Records, Facilities, Vehicles	
3.1	Fuel Cost Adjustment	Fuel surcharge
3.2	Conflict of Interest	Previously covered in 1.3
3.3	Charges for Services	Proposed Rates, now posted in place
3.4	City Vehicles	Cost for towing City vehicles
3.5	Equipment Owned & Operated	Complete listing of fleet vehicles
3.6	Equipment Owned & Operated	Complete listing of equipment in service
3.7	Personnel Training & Certifications	
	a. Definitions of Training Sources	Training provided by 3rd party sources
	b. Personnel listed with credentials	
3.8	Insurance Certificate copy	All requirements for insurance
3.9	Hiring Policy	Applications, driving history, drug testing, etc.
4.0	a. Angela Weaver Mayhue	Bio
	b. John Weaver	Bio

1.0 OVERVIEW & GENERAL CONDITIONS:

Mauldin Body Shop, Inc. is a business with many years of experience in the City of Canton. John Weaver was born in 1949 at Coker's Hospital in Canton. I have never known another city as home. I grew up at 59 Church Street. My bedroom was located in what is now the front dining area of Salty Mule Restaurant. My wife, Debbie Mauldin Weaver was born in 1950 and has always lived in the Canton area, Hickory Flat to be specific. The same is true of our daughter, Angela Weaver Mayhue, and our granddaughter Sierra. We have never felt the desire nor the need to leave our community.

We wish to continue that relationship of friends and family here in our neighborhood. Therefore, we agree to the tenets adopted by the leaders in the City with a hope and desire to assist them in their endeavors. If I had one thing, I could change it might be the desire to have a voice in the decision-making process. As a business owner in the City, we have little voice in the operation of the City. We live outside the corporate limits and therefore, have no accepted input except to pay taxes and be good citizens.

Maybe someone will make a plan that allows business owners to have input in city operations that the voters have, but we do not.

The scope of this RFP is to determine who can best serve the motoring public in a manner that maintains the standards of the goals of the City of Canton to be an acceptable venue to live and play. The rapid growth of the City has changed the landscape in many ways, including politics, goals, and future planning. Therefore, there is a need to work as a public/private partnership to establish the needs and to find solutions together. Mauldin Body Shop is dedicated to the prosperity of our City and looking forward to participating in this vital step to keep our community standards improving for years to come.

For the purposes of this RFP any reference to Mauldin is in the same meaning and context as Mauldin Body Shop, Inc. and or Towing & Recovery.

The primary focus of this RFP is response and removal of damaged/broken down motor vehicles from the travel lanes of all roadways in the City of Canton. We have the Certified professionally trained personnel and the equipment to do that in a timely manner.

Mauldin was established at its current location, 143 Butterworth Road, in 1961. The first wrecker was a 1959 GMC Holmes W-45 mechanical wrecker.

Our towing operators receive the latest towing and recovery training from the world leader for certification. WreckMaster and TRAA, the Towing and Recovery Association of America joint

training program is the highest rated and approved program in the world. The package will explain and list our operators and their training credentials later.

The wrecker equipment utilized by Mauldin Body Shop is state of the art hydraulic boom and winch machines capable of lifting and winching to relocate and upright any size motorized vehicle on the road today. The full complement of equipment for towing and recovery and our extensive inventory of necessary ancillary units will be listed later in the package.

1.1 Proposer's Minimum Requirements: Mauldin meets all requirements listed in this section.

1.2 Insurance Requirements. Mauldin meets all insurance requirements of the RFP. The Workers Compensation and Employers Liability coverage is for all of our employees in the Body Shop and wrecker operators. Mauldin does not have 1099 employees. The Cherokee County Wrecker Ordinance does not authorize 1099 employees. All are required to be covered by Workers Compensation. A Certificate of Liability Insurance is included in this package for verification.

1.3 CONFLICT OF INTEREST STATEMENT: Mauldin certifies we have no sub consultants nor employee connections, pertaining to this RFP nor do we have any business relations with any employee with the City, the Mayor, Council, Managers, Assistant Managers in any personal or invested business arrangements. The owners of Mauldin Body Shop, Inc. do not have any additional business ventures with the City or its employees or representatives. Mauldin certifies that this RFP is generated without outside assistance from any agency, consultant, or employee of the City of Canton. Our business is auto body repair and towing and recovery. There are no other businesses associated with Mauldin.

1.4 SERVICES REQUIRED OF THE RESPONDENT: Mauldin Body Shop provides all necessary labor to tow, remove, relocate, winch, upright, and clear an incident scene created by a damaged/disabled vehicle or cargo transported on the roadways in the City of Canton. This service includes abiding by Georgia Code pertaining to debris removal including glass, vehicle parts, and spilled vehicle fluids.

It is expressly understood that all services rendered by Mauldin at the request of the City of Canton Police Department is the sole responsibility of the vehicle owner, lien holder or insurance carrier. No attempt will be made to collect any charges for services rendered from the City of Canton or its Police Department.

1.5 SERVICE BOUNDARY: Services rendered within the scope of the contract means all properties, public or private, within the corporate limits of the City of Canton or as otherwise directed by the Chief of Police or his designee for service beyond the corporate limits of the City.

1.6 COMPLIANCE WITH APPLICABLE LAWS: Mauldin agrees to abide that this Agreement is executed and shall be construed and enforced in accordance with the laws of the State of Georgia. Respondent shall conform to all federal, state, county and municipal laws, ordinances, and regulations now or hereafter in effect applicable to the respondent's business. It shall be the duty of respondent to ascertain and comply.

1.7 DEFINITIONS: Mauldin agrees to all definitions included in items a, b, c, d, e. Section f, can and will be acceptable to Mauldin in regard to assisting in the cleanup of city roadways following a natural disaster, storm, flood, ice storm, including trees from roadway and off buildings when safe to do so. In natural disaster situations and weather-related incidents Mauldin would not seek any monetary assistance or reimbursement from the City of Canton or the Canton Police Department. However, we do not accept the undue burden of cleaning up debris from an accident, crash, broken down, disabled vehicle where other means of removal were utilized. For example: another wrecker service removes the vehicle and leaves debris, fluids, etc. This would include motor club wrecker services called by the owner of the vehicle. State law is specific, and it is their responsibility to perform these duties. This burden would also extend into private parking lots where an officer allowed or advised an owner/operator to park their vehicle until their customer/motor club wrecker removed the vehicle. Mauldin shall not require City of Canton payment for these services, we cannot accept the expense and liability for doing so.

1.8 CHARGES FOR SERVICE: Mauldin has used the standard rate in the industry for all City of Canton calls for over 20-years. These rates are set by the Cherokee County Wrecker Ordinance and administered and enforced by the Cherokee County Marshall's Office. The ordinance is governed by a Wrecker Advisory & Appeals Board appointed by the Cherokee County Board of Commissioners. Each Commissioner appoints one member to serve on the Board during his/her term of office. John Weaver currently is the Chairman of the Board and has served on the Board for over 20 years.

The Ordinance allows citizens, motorist, insurance companies, vehicle owners, anyone with a complaint or questions to make a written request/complaint to the Marshall's Office. The Chief Marshall or his designee will gather information and contact all parties to try and resolve any issues. Any complaint of a serious nature or failure to reach an acceptable solution can be moved to the Advisory Board for an open hearing of all complaint allegations with rebuttal. A decision made by the Board can be appealed within 15 days to the full elected Board of Commissioners or to Cherokee County Magistrate Court for final judgement.

This process has been in place for 20 plus years and has proven very effective in resolving issues and keeping the system operational and successful. Every wrecker service in Cherokee County that is on contract or rotation with the County, Holly Springs, Woodstock, and Canton have

benefited from this ordinance. A copy of the Ordinance will be included as an addendum to this package.

With regards to charging for the least amount of equipment necessary to complete the job, Mauldin has set the standard. Our many years of experience has taught us what we need on most incidents to clear the roadway as soon as possible. When given proper information from the scene as to what we have to deal with we know what to send. Our experience dictates our response. The traffic backup experience is one of the vital issues as well. We may dispatch additional equipment at the beginning much like police and fire. Then units arriving on scene will give a size up on the situation and we can either add more equipment or downsize our response.

Mauldin can document years of billing invoices that show itemized list of equipment that was dispatched to a recovery scene that was noted on the list as Not Used...No Charge. We do not double bill nor overbill our customers. We do expect to get paid for what we know how to do.

In 2004, John Weaver, was hired by the Georgia Motor Trucking Association to teach trucking company owners and fleet managers how to understand a recovery bill. I personally conducted seminars and conferences in Georgia, South Carolina, Florida, and Washington, DC on how to write, and read a recovery bill. Many Insurance companies have requested my expertise in this matter in calculating fair payout in many states in our nation. In 2007, I was the keynote speaker at the I-95 Corridor Coalition in Washington, DC attended by over 300 Congressman to address the billing issues of towing.

In Georgia, I have assisted the Georgia State Patrol, Department of Public Safety with the same training.

1.9 RESPONSIBILITY FOR CHARGES OF SERVICES RENDERED: This section is agreed to by Mauldin. It is simply following Georgia Code Section 40-11. This is also the section that requires the lien letters and Administration Fees for services rendered to comply with the law itself. It governs all aspects of proof of ownership, release of vehicles, contents, storage, and disposal of abandoned vehicles. I served on the State Legislative Committee with the Department of Motor Vehicles that set the rules and regulations and maximum rates to be charged.

2.0 RELEASE OF VEHICLES: All vehicles and/or equipment removed, towed and/or stored as a result of police directed action, will not be released to the owner without expressed authorization of the City of Canton Police Department or otherwise ordered by a court of competent jurisdiction. The City of Canton Police Department has always been diligent in releasing vehicles to the rightful owners and in a timely manner. Not all law enforcement agencies are as professional as Canton in this regard. Our business sees many strange situations where a friend wishes to remove personal items, desires to remove the vehicle, a non-owner

cannot produce proper documentation, we sometimes are placed in a domestic dispute over who has control of the vehicle and contents. Only with the assistance of Canton Police can we feel confident the rightful owner receives the vehicle. The person wishing to receive a vehicle brings a signed copy of the release form, (impound sheet) and provides a state issued photo ID that matches registration along with a valid drivers license and valid insurance card before they can pay for the tow charges and receive the vehicle.

2.1 Release to lien Holder. In the event that Mauldin tows or impounds a vehicle that the lien holder is repossessing we require the following. The lien holder must have a copy of the Title from the State of Georgia, front and back, showing the proper locations are signed. A notarized State T-16 form that has been duly notarized, a hold harmless naming Mauldin Body Shop, Inc. and a State of Georgia issued photo ID. The lien holder then pays the invoice and receives the vehicle.

To release personal property from a vehicle when the owner is in jail, hospital or otherwise unavailable, Mauldin requires current valid insurance card, notarized letter from the registered owner and the name of the person who is to remove the property from the vehicle. Mauldin will verify identification with State of Georgia issued photo ID before allowing items to be removed. A picture of items will be taken, and a list made and signed by the party receiving and the person releasing the items to them.

2.2 Hours of Operation. Hours of operation and vehicle access for release. Mauldin operates a 24/7 wrecker service; however, we do not keep our office open 24/7. We operate under the State of Georgia stated hours of operation 8 am to 5 pm Monday thru Friday. We are open on Saturday, Sunday, and all holidays from 4-5 pm to release vehicles and contents to rightful owners. This is required by the State of Georgia Code 40-11 and 44-13 to give due process in acquiring their property. If for some reason, we cannot provide those off-peak hours we cannot under Georgia law charge storage for that day.

2.3 RESPONDENT'S RESPONSIBILITY FOR PERSONAL PROPERTY: Respondent shall be responsible and liable for all vehicles and property contained therein towed and stored under this agreement and shall indemnify and hold harmless the City against any and all claims for damage or loss.

Mauldin security measures include a locked gate during hours of egress. Closed circuit security cameras give clear view of exterior fencing and impound lot. Nighttime security lighting and 6-foot-high chain link fence with razor wire on top. The security cameras are high definition, recording cameras with backup data bank and off-premises viewing as well as in office viewing.

The City of Canton Police Department officer completes an impound sheet at the scene listing any valuable items found in the vehicle and left with the vehicle when towed. Should an item

be removed by the officer for evidence or investigation it is marked on the sheet as well. The officer signs the sheet, and the towing operator signs the sheet. Mauldin retains a copy to match back to the release when given later while the officer takes the remaining copies for department records keeping.

We do not have a Spanish speaking employee on duty 24/7. We have taken steps to assist us so that we can communicate even on the side of the road with our Spanish speaking community.

Our drivers have installed on their phones an app for translating Spanish. We speak into the app, and it translates in Spanish our words. They speak into our phone in Spanish, and it translates into English for us to understand. It is extremely accurate and has been used successfully. We have posted Rate sheets in Spanish in our office. I have plans to create a handout that explains the process and items needed to claim a vehicle from impound along with directions to Canton Police Department and phone numbers so they can communicate with your department when necessary.

2.4 DAMAGE TO VEHICLES: Mauldin agrees to this standard of the industry. The City assumes no liability for vehicles damaged as the result of being towed from any scene. The respondent is responsible for the resolution of any claim against them relative to damage sustained while under their control or in their possession. Mauldin provides required garage keepers insurance for customers vehicles. Our security system of cameras is supported by our dispatching software for each tow. Our tow operator takes photographs of all vehicles, (damaged/impounds/abandoned), from all 4 corners prior to winching or loading the vehicle for towing. This includes closeup shots of any visible damaged areas, including interiors, tires, etc. These photos are automatically loaded onto the dispatch record of the vehicle and recorded in our files for future use in the event of a complaint. This is helpful to show prior damage before we took control of the vehicle and to document for the owner and insurance company the location and condition of the vehicle at the time of the tow operation. It could also be helpful to law enforcement at a later date during investigation purposes. These photos have proven helpful in resolving disputes of damage in the past. They also can be used to disclose the necessary cleanup operation from an incident.

2.5 Respondent shall maintain sufficient equipment and labor to supply the City's demands on a full twenty-four (24) hour a day basis each day of the year. Supplemental labor and equipment are to be available so as to meet demand under exigent conditions. Mauldin for over 25 years has considered the City of Canton our primary coverage area. We have set policy in place and maintained the standard that when our service is down to one truck (rollback for instance) or one heavy duty wrecker that we hold them in reserve until other units are returned to service in Canton. We do not send our last truck out of the City in case it might be needed to serve Canton first. Yes, we have turned down rotation calls for Cherokee County when we only

had one truck available so we could continue to provide the City with coverage. This has been a company commitment that will continue.

When severe weather is forecast, we call all hands in and add necessary personnel and equipment to cover the Canton area. Many times, our home becomes a home away from home for employees and families, so we are readily available. Our kitchen becomes a cafeteria for our family of employees.

Our policy also includes sending two person units out in ice storms and severe weather so we can better protect our employees and attempt better safeguards for them. One of our units is a medium duty truck with a sand spreader to be used in ice or to spread sand over spilled vehicle fluids for absorption and removal. We have three MUTCD approved arrow boards for detouring or guiding traffic in hazardous situations. The City has had free use of these for years for special events.

2.6 RESPONDENTS FACILITY

a. Respondents primary place of business shall be located within a 10-mile radius of the City boundary. Mauldin is located at a very convenient location within the city limits to serve the City needs. The intersection of Butterworth Road and Marietta Highway. We can travel in several direction and reach our destination perhaps faster from our location than any other in the city. I-575 just to the south allows us to travel north to Riverstone with access to highway 140 east and west, Highway 20 west at the By-pass, Highway 20 East at Market Place, and downtown Canton. We can travel Butterworth Road to Highway 20 and approach Marietta Highway near the By-pass. Marietta Highway north to the By-pass to I-575 southbound or northbound. We can travel from Marietta Highway to Marietta Road to downtown Canton near John T. Pettit or Railroad Street to the Mill area. I-575 north to Riverstone and the bluffs area and Reinhardt College Parkway. Our routes can be determined based on the location and traffic conditions.

b. Respondent shall maintain a suitable facility to transact business and accommodate the public. Such facility must be clean and presentable at all times and subject to inspection by the City, to include Police Department, Building and Zoning, Code Enforcement and Licensing. Mauldin has been located at 143 Butterworth Road in Canton since 1961. We strive to meet all expectations of operating a business that complements the City.

c. Respondent shall maintain an appropriately secured facility for the storage of towed vehicles and equipment. Such facility shall be located within the geographical boundaries of the City of Canton, or a location approved by the City. We already meet all the requirements of this provision and security has already been mentioned.

2.7 VEHICLES, EQUIPMENT AND EMPLOYEES

- a. **Respondent shall** maintain in a clean, operating condition at all times, boom wreckers and rollback transporters capable of moving vehicles defined as Light Duty, Medium Duty and Heavy Duty, the number of which determined by the respondent in consideration of the service demands typically made by the City. Mauldin has the necessary equipment in service and owned by our company. A complete list is in this package.
- b. Each boom wrecker and rollback transporter shall carry service items to include a fire extinguisher, chains, ropes, blocks, dollies, flares, flashers, flood lights, hand tools, shovels, axes, wrecking bars, brooms, first aid kit, and other equipment needed to meet the obligations of this agreement. Mauldin agrees to maintain these items as they are required for proper operation of the vehicle, and required by Federal Motor Carrier, USDOT and State of Georgia MCCC minimum requirements.
- c. Boom wrecker and rollback transporter operators will be credentialed by some competent authority and the respondent lawfully registered in the City, County and State as a service provider. Competent authority defined as industry associated professional organization, legitimate training program or manufacturer. All operators employed by Mauldin are required to receive training from WreckMaster, TRAA, Crosby Rigging, and other recognized training organizations. A complete list of certifications and training is included in the package.
- d. All Mauldin operators are provided Hi Vis uniforms for duty wear and are required to wear ANSI Level Class 3 Safety Vest while performing any duties in, on or near the roadway in compliance with Georgia TRIP requirements and Federal mandated training, SHRP 2.

2.8 IMPOUND SHEETS: Respondent shall use preprinted vehicle inventory logs (impound sheets) for services rendered. In addition to any other information required by law, the following shall be indicated on each ticket. Mauldin does not use preprinted impound sheets. Our dispatch software is integrated into our cellphone dispatch system and automatically records all the requested information and maintains it in our system. This system also incorporates photos taken at the scene, and on our yard attached to the same file. The cost of the recovery, storage, administration fees and other charges necessary are auto generated and totaled by the system. However, as a front desk quick reference we maintain a written log sheet numbered as the data information for cross reference that includes make, model, year, VIN, date, location towed from, agency authorizing tow, charges, and when released to insurance company the information necessary to release to the proper person. The dispatch software generates an itemized invoice of billing charges. Operators can accept credit cards on the scene and email a receipt instantly.

The Cherokee County Wrecker Ordinance has provision requiring monthly vehicle reporting so as to comply with Georgia law governing abandoned motor vehicles. Our software data can provide inventory information as well as canceled calls, accident, impound, etc. At present Mauldin does not receive any payment or income from approximately 42% of the tows we make for the City of Canton Police Department. They are not claimed by the owner and very few have any insurance coverage to pay the bill. These vehicles cannot be taken to a salvage yard for crushing under Georgia law without a title or court order. The Magistrate Courts in Georgia have jurisdiction over abandoned motor vehicles. The processing fees required without the clerical time are over \$135 per vehicle. The Cherokee County Wrecker Ordinance authorizes an Administration Fee of \$95.00. Mauldin takes a hit right off the top. We must pay our operators for the service they provided, labor for cleanup, oil dry, fluid cleanup, and we must continue to include them as on our lot requiring security cameras, lights, protection from the elements, and no income from storage that is designed to cover such charges of storage facilities. When we do manage to salvage a derelict vehicle, we must provide transportation and pay a driver to remove it from the property to the scrap yard.

2.9 DISPOSAL OF VEHICLE OR OTHER REAL PROPERTY NOT CLAIMED BY OWNER. Mauldin shall comply with sections a & b of this RFP. Mauldin does comply with the current revision of Georgia Code 40-11.

3.0 EXAMINATION OF RECORDS, FACILITIES AND VEHICLES: Respondent agrees the City shall have the right to examine any books, documents, papers, and records of respondent involving transactions related to the Agreement and to conduct unannounced physical inspections of any vehicle, equipment and facility maintained by the respondent. Such records will be maintained for two years after the end of this agreement. Mauldin agrees to this section, which is required also by FMCSA and DOT, and MCCC.

3.1 FUEL COST ADJUSTMENT: The respondent may request an annual adjustment of the rate schedule during the month of February based on fluctuation of the Consumer Price Index pertaining to fuel costs, providing the adjustment does not exceed 10% of the total amount charged. Mauldin agrees to this section which has stipulations already in the Cherokee County Wrecker Ordinance. Because of the Global influence of fuel prices once a year is not advantageous. Cherokee County has in place an ordinance that allows the Wrecker Advisory Board and Chief Marshall to enact the 10% fuel surcharge when prices escalate abnormally. Then when prices fall to a reasonable and apparent low to stop the surcharge with 5 days' notice. This approach is more in tune with today's world of pricing and politics.

3.2 CONFLICT OF INTEREST STATEMENT. Mauldin certifies that this RFP is generated without outside assistance from any agency, consultant, or employee of the City of Canton. Our

business is auto body repair and towing and recovery. There are no other businesses associated with Mauldin.

3.3 CHARGES FOR SERVICES: This is posted in the front office.

Cherokee County Approved Towing Fees

Impounds

Tow Fee	\$175.00	Hook 25.00
Mileage Fee (New Location)	\$5 per mile	(5 mile minimum)
Storage Fee (Calendar Day)	35.00 per day	
No Key Fee	35.00	
Administration Fee	95.00	
Motorcycle surcharge	45.00	

Accidents

Tow Fee	\$250.00	Hook 25.00
Mileage Fee (New Location)	\$5 per mile	(5 mile minimum)
Storage Fee (Calendar Day)	35.00 per day	
Clean up fee	25.00	Oil Dry 35.00 per bag
Upright Fee	100.00	
Upright Fee	200.00	(if major recovery, more than 45 min.)
No Key Fee	35.00	
Administration Fee	95.00	
Motorcycle Surcharge	45.00	

Fee Schedule for Heavy Duty Tow Fees, non-damaged

Tow Fee Dispatch	500.00	
Hook	100.00	
Tow	\$6 per mile Empty	\$8 per mile loaded
	\$8 per mile empty Tractor & Trailer	\$9 per mile loaded Tractor & Trailer

Remove Drive Shaft	\$50.00	Cage Brakes	\$50.00
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3.4 CITY VEHICLES: All City of Canton vehicles shall be towed at no cost to the city within the boundaries of Cherokee County. Mauldin shall charge \$2.50 per mile loaded (one way) outside Cherokee County. Should a City vehicle outside the service area need towing and the respondent is unable to provide service, the respondent shall decide on behalf of the City with another boom wrecker and rollback transporter service for the towing of the vehicle. Mauldin would not charge City of Canton for loading fees, or mileage inside Cherokee County.

Any vehicle towed for evidentiary reasons by the City of Canton Police Department shall be towed to the police department's storage facility or other location designated by the City Police Department and at no cost to the City. However, Mauldin would expect the same agreement already in place in Cherokee County with Sheriff Department, CMANS, GBI, and other agencies. The agency initiating the tow for evidentiary hold will not be charged unless they execute condemnation ownership on the vehicle for departmental use. Then only the initial wrecker charge. If the vehicle is released to an owner/insurance company/lien holder, then the City would collect the fee and pass it to Mauldin. In the event the "hold" is released, the vehicle is then removed to Mauldin impound lot for the owner to pick up and pay fees. This is the standard and is justified by the courts and rightful payment for services rendered.

3.5 Equipment owned and operated by Mauldin Body Shop, Inc. effective June 21, 2022.

<u>Make</u>	<u>Type</u>	<u>VIN</u>
International	Rollback, 22' bed	1HTEUMML4NH311223
Freightliner	Rollback, 21, bed	1FVACWDT9HHHV2111
Dodge 5500	Rollback, 19' Bed	3C7WRMDL5EG303454
Kenworth T-300	Rollback, 24' Bed	2NKMHZ7X04M067562
International	Rollback, 21' Bed	1HTSCAAMOYH272913
International	12-Ton Wrecker	1HTMMAAM12H501385
International	Support Truck	1HTSCAAL1YH272880
International	Dump, Sand Spreader	1HTSCAAN5XH693999
Kenworth T-600	30-Ton Wrecker	1XKAD69XOSJ645230
Peterbilt 1060	60-Ton Wrecker	1NPFL69X1WN473026
Peterbilt 1075	75-Ton Rotator Wrecker	1NPFL4TXX7N671313

Peterbilt 359	Road Tractor w/wet line kit	1XP5DB8X1SN359949
Fontaine Trailer	35-Ton Tilt 53' trailer	4LF3D5329Y3500306
Chevrolet 3500	Light duty Wheel lift wrecker	1GBHC34W4EV131196
Ford F-150	Service Truck	2FTRXO7LOWCA90335
Chevrolet 2500HD	Service Truck, 4-wheel drive	1GCHK23UO1F130639
Equipment Trailer	Goose neck, 26' Dual level	4TOGN202761004803
Wells Fargo Trailer	Enclosed 16' Trailer	1WC200G27L1049353
Horton Trailer	Enclosed 24' Trailer	5E2B1242161026436
Construction Trailer	20' Pintle Hook Trailer	BLZCO222116927905
Mustang 2700V	Skid Steer Loader	MMCO2700FODO44935

3.6 Recovery Equipment on trucks and owned by Mauldin Body Shop, Inc.

USA Low Pressure Air Cushions 5) 8' high X 48" round Capacity: 19,800 pounds each

Contractor LED Light Tower

Holmatro High pressure rescue bags 4) 24" X 24" bags Capacity: 30-Ton each

Holmatro High pressure rescue bags 2) 18" X 30" bags Capacity: 50-Ton each

Sava High pressure rescue bags 2) 30" X 30" bags Capacity: 30-Ton each

Sava High pressure rescue bags 1) 48" X 48" bag Capacity: 50-Ton

Skid Steer buckets and equipment 2) Smooth buckets, grapple bucket, grapple brush bucket,

2) Tooth buckets, Street sweeper, Wheel lift attachment

Air Compressor, 30-Gallon Tank

Portable Generators, 6 gas/electric start

Fuel pump to transfer gas/diesel/hydraulic oil, etc.

275-Gallon portable tank for off-loading tanks Plasma Cutter

Mig Welder Acetylene Cutting Torch set 2) Chain saws

14" Chop saw with various cutting blades

6) Gas powered blowers

Wood cribbing for shoring: 250) 4" X 18" 250) 4" X 24" 25) 4" X 6" X 48"

Oil Dry absorption bags on support truck: 400 bags

150) 28" Hi Vis MUTCD approved cones

4) Auxiliary LED lighting with stands

4) Waste Management salvage bags for cleanup

Hazmat Containment supplies: booms, wipes, pads, drain covers

10) sets Tyvek coveralls with hoods and foot protection

4) 3M PPE Coveralls for Type 3,4,5, & 6. Protection for Chemical mixing, oil spills, hazardous waste remediation and fuel spills.

6) Face mask for dust, spray, and non-toxic chemical spill cleanup

4) Full face mask for hazmat remediation and cleanup not requiring self-contained breathing apparatus.

Crash wrap to secure contents and protect from elements for transport and storage.

Dumpsters to haul away debris and cargo from the scene.

5th wheel dolly for removing large trailers and to use in the event tandems are damaged in crash.

Flat dolly, tandem axle air ride for broken or damaged trailers to enable towing from scene.

All recovery trucks are equipped with:

Bolt cutters Additional 10# ABC Fire Extinguishers (Beyond FMCSA/DOT Requirements)

Extension ladders Long handle Ax D-handle shovels Street Brooms

Pike Bars Sledgehammer 20-Ton Hydraulic jack Flashlights

Air Brake release Kits 20' X 20' Tarp Complete tool Kits DOT First Aid Kits

In addition to Equipment listed above the Support Truck has the following additional items:

48" MUTCD approved Incident Management warning signs and stands.

Air impact wrenches with sockets

4) Short handle flat shovels 4) Long handle flat shovels 4) Short handle pointed shovels

4) Long handle pointed shovels 2) Aluminum/Plastic non-sparking grain type shovels

4) Street brooms Drum moving dolly Trailer Docking plate 48"

Hand truck Pallet puller 2) 20' X 20' tarps

6) rolls duct tape 4) bags Asphalt cold patch 10) Ratchet binders,

Case of heavy duty, 55-Gallon trash bags. Cargo pallet forks

200' roll heavy gauge plastic sheeting

3.7 Mauldin Body Shop, Inc. Personnel and Training Certifications.

3.7 a. Definitions:

TRAA Towing & Recovery Association of America

WreckMaster Worldwide Leading hands-on training organization and certification company

FMCSA Federal Motor Carrier Safety Administration

US DOT United States Department of Transportation

GDOT Georgia Department of Transportation

SHRP2 Federally mandated First Responder Safety Training required for law enforcement, fire personnel, DOT maintenance workers, Towing & Recovery operators, Hazmat operators, EMS paramedics, for crash scene set up, traffic control and MUTCD requirements.

MUTCD Manual of Uniform Traffic Control Devices, the manual that dictates all roadway management in the United States.

FEMA Federal Emergency Management Agency. Required training for law enforcement, fire and towing and recovery.

TIM Traffic Incident Management, the training of responders in preventing secondary collisions and traffic control at a scene.

NIMS	National Incident Management System, Federally mandated training in incident and natural disaster management of areas and agencies involved in managing them.
Hazmat	Hazardous material training for containment, remediation, and reporting.
Extrication	The act of removing the damaged vehicle from around the victim to expedite treatment.
Crosby	Crosby is a world-wide leader in training crane operators proper rigging and lifting techniques.
Brake Tech	An approved and certified air brake technician qualified to inspect, maintain, and repair air brakes on trucks.
Flagger	GDOT approved and certified temporary traffic control scene coordinator.
TRIP	Georgia Towing & Recovery Incentive Program. Certified by Georgia DOT, and Georgia Department of Public Safety, GSP.

3.7b. Mauldin Body Shop, Inc. personnel and training status.

John Weaver, WreckMaster 8-9 Rotator, Air Cushion, Hazmat (Lead Instructor), TRAA Level 1 Operator, TRIP Supervisor, NIMS 100, NIMS 700, SHRP2 (Train the Trainer Instructor & Lead Instructor), GPSTC Commercial Vehicle Extrication (Course creator & Lead Instructor), Hazmat Awareness & Operations, Traffic Incident Management (Instructor), Georgia DOT Flagger, MUTCD (Instructor), Certified AmeriGas LP tanker recovery operator. CPR, AED certified. Critical Incident Stress Management, Chaplain, Cherokee County Fire/ES.

Angela Weaver Mayhue, Wreckmaster 8-9 Rotator, Air Cushion, Hazmat, TRIP Supervisor, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED Certified. GPSTC certified First Responder.

Chad Mayhue, WreckMaster 6-7, TRIP Supervisor, NIMS 100, NIMS 700, SHRP2, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified, Scuba Diver

Brian Reece, WreckMaster 6-7, Air Cushion, Hazmat, GPSTC Commercial Vehicle Extrication, Hazmat Haz-whopper Technician, Weapons of Mass Destruction certified, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified, Swiftwater Rescue, High Rise Technical Rescue, Paramedic.

Frankie Ray, Wreckmaster 4-5, Air Cushion, Hazmat, TRIP Operator, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

Anthony Ballard, Wreckmaster 6-7, Air Cushion, Hazmat, TRIP Supervisor, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD.

Ron Price, Wreckmaster 4-5, Air Cushion, Hazmat, TRIP Operator, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

Debbie M. Weaver, Wreckmaster 6-7, Air Cushion, Hazmat, TRIP Supervisor, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD.

Brode Edge, Wreckmaster 4-5, Air Cushion, Hazmat, TRIP Operator, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

Lee Gaddis, Wreckmaster 2-3, Air Cushion, Hazmat, TRIP Operator, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

Marco Devo, Wreckmaster 4-5, Air Cushion, Hazmat, TRIP Operator, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

Robbie Crane, Wreckmaster 4-5, Air Cushion, Hazmat, TRIP Operator, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

Chad Jenkins, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD.

Jay Estes, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD.

Tony Page, WreckMaster, 4-5, NIMS 100, NIMS 700, SHRP2, GPSTC Commercial Vehicle Extrication, Hazmat Awareness & Operations, Traffic Incident Management, Georgia DOT Flagger, MUTCD. CPR, AED certified

3.8 Insurance Certificate All insurance documents including copy of Certificate of Insurance are included in the package along with cover sheets from the policy.

3.9 Hiring Policy. Mauldin accepts application for driver/wrecker operator positions without regard to race, religious beliefs, sex, age, sexual orientation, gender, familial status, or family obligations. A valid Georgia drivers license is required. A 7-year DMV drivers' history is required for our insurance purposes. A Department of Transportation drug test, and a Criminal background report from the Cherokee County Marshalls Office is required before any job offer is tendered.

4.0 a. Angela Weaver Mayhue graduated from Sequoyah High School in 1998 and Reinhardt College in 2001. Angela has been heavily involved in the business and is one of the most trained and certified women in the world for towing and recovery. She is the highest certified WreckMaster Female in their program worldwide as a Level 8-9 Rotator, Air Cushion, Hazmat operator. She was also the First WreckMaster Top 10 Female of the Year in 2010. Currently she has TRIP Supervisor Status with Georgia DOT Quick Clearance program. Her full list of training is included in her Personnel Training in this package in 3.7 b.

She is a graduate of the Leadership Cherokee Class of 2015. Served as Towing & Recovery Association of Georgia Secretary for 10 years. Member of the Board of Directors Georgia Traffic Incident Management Task Force, served as a Field Instructor for WreckMaster, Certified as a Technical Large Animal Rescue, Contract instructor for Georgia DOT HERO operators, and named a Cherokee County Chamber of Commerce Top 10 in Ten young professionals.

b. John Weaver, has been active in City of Canton and Cherokee County his whole life. He began in 1963 as a volunteer fireman for the City, in 1965 he created the first Rescue Squad ever in Cherokee County. Served as a scuba diver for the Game & Fish Department of Georgia doing recovery work in Lake Allatoona and small lakes in the north Georgia area. He was named Civil Defense Director for Cherokee County by the Governor of Georgia in 1965. During his high school days, he began working at Radio Station WCHK as an announcer. After graduating from Cherokee High School, he enlisted in the United States Army and served in the Ceremonial Unit, The Olde Guard. Following his discharge from the Army he returned to Canton to work at WCHK.

He dated his high school sweetheart, Debbie Mauldin, and they were married in November 1970 while John was in the military. In 1971, Debbie left Reinhardt College as Secretary to the Dean of Women and worked in the office at Mauldin Body Shop with her dad. John left the radio station and joined her in 1974 at the shop. John and Debbie both graduated from Reinhardt College.

In 1975 John joined with some friends and began the Hickory Flat Volunteer Fire Department. John was an instructor for the Georgia Fire Institute chartered by Georgia Tech. He assisted in developing many standards unifying the many communities volunteer fire departments in Cherokee County and trained each department during those early years.

When John stepped aside from the volunteer service to spend more time in the shop business Cherokee County retired his badge number, 301. However, he continues today as a volunteer Chaplain for Cherokee County Fire/ES as an original member of the Chaplain program which started more than 15 years ago.

John was asked by the Georgia Department of Transportation Director of Incident Management to be part of a new program being developed. The TIME Task Force became a big part of his life from 2001 to 2018. As Director of Towing on the Board of Directors John assisted in creating many programs being used around the United States today. Georgia was the first State to initiate a program on interstate highways involving public/private partnership. Quick Clearance on roadways has become a major part of many state agencies in the country to get motorists moving following commercial motor vehicle crashes.

John is credited with creating the towing & recovery training program, and then participating as a lead instructor for the certification process for more than 15 years. In addition, he participated in the Federal Highway program for teaching first responders the proper scene set up and temporary traffic control necessary to protect responders while working on roadways. The program is now mandate training for law enforcement officer, fire personnel, EMS, towing & recovery operators and DIOT maintenance people. This program is SHRP2. Strategic Highway Response Program. John is a train the trainer for Federal Highway so agencies can have people trained to train their people. He has conducted these classes in Georgia, Florida, Mississippi, Alabama, North Carolina, South Carolina, Hawaii, Pennsylvania, Nevada, Colorado, Tennessee, Virginia and Ontario, Canada.

In 2009 John created a class that was approved by the Georgia Public Safety Training Center in Forsyth, Georgia. GPTSC authorized a 16-hour hands-on class for Commercial Motor Vehicle Extrication. John has taught that class in Georgia, North Caroline, South Caroline, Florida, Hawaii and Ontario, Canada.

John and Angela taught special rigging, and relocating techniques for the Highway Emergency Response Operators, HERO, for 14 years. He also taught the same classes for the South Carolina DOT SHEP units for 8 years.

John is an instructor for towers and fire/rescue on cable barriers. The safe and proper way to disentangle a vehicle or an occupant from the median cable barriers on many our highways. These highly tensioned cables can be deadly if not properly handled in an emergency situation.

In 2016, John was honored by the International Towing and Recovery Museum and Hall of Fame by being inducted into the Hall of Fame. It was during the 100th year anniversary of the first tow truck being built. John says he felt a special honor along with the induction as at the ceremony his induction number was called out as he was escorted to the stage. As a Chaplain and Ordained Deacon, it was astounding to him. His induction number was 316. He heard them say John, number 316.

Then another honor came to him from the little town of Mason, Ohio. The Midwest Tow Show was being held and they honored 40 towers from around the world who had made the greatest impact on the world and industry of towing and recovery. John was named as one of the 40 most influential people in the history of the towing and recovery. John says he does not take these accolades lightly and strives every day to be worthy. At age of 73 he now services on the Board of Directors of the International Towing & Recovery Museum, the Selection committee for the Hall of Fame, and the most important committee, the Survivor Fund Committee. A committee that helps families of towers who have died while performing their work. Killed in the line of duty.

John served as a Board Director on Towing and Recovery Association of Georgia and as Executive Director from 2005-2017. He served as Georgia Director to Towing and Recovery Association of America 2005-2019. The Education Committee of TRAA, Chairman of Traffic Incident Management Committee of TRAA 2011-2016. John assisted in writing the Abandoned Vehicle law, Georgia Code 40-11 and served on the DMV legislative committee setting the rules for the operations and enforcement of the law. Also assisted in developing the Private Property Trespass Towing law, Georgia Code 44-13. He served on the legislative committee that set the rates and rules for the DMV, the Georgia Public Service Commission and the Georgia Department of Public Safety who now enforces the law in Georgia.

The TRIP, Towing & Recovery Incentive Program set up by GDOT and Georgia State Patrol needed a law that would protect towing companies and law enforcement agencies regarding Quick Clearance procedures on Georgia interstates. John wrote the law and helped move it through the General Assembly into law. It protects all parties listed in the law by providing exemption to secondary damages to vehicles when clearing highways of accident scenes.

4.1 In Summation, Mauldin has served the City of Canton since being established in 1961. We have developed a reputation of providing professional service and fair pricing. Our business stands on courteous and dependable relationships with our customers and the community we serve.

Mauldin has been a member of the Cherokee County Chamber of Commerce for many years. We have promoted their programs, participated on Chamber Committees, Leadership

Cherokee, and other ventures to promote the growth and success of Cherokee County. Mauldin has civic ties to the community through the American Legion, Canton Masonic Lodge, Cherokee Shrine Club, Lions Club, Canton Optimist Club, for old timers, the Canton Jaycees, Towing and Recovery Association of Georgia, and many other organizations.

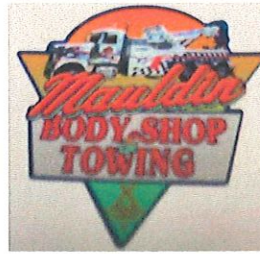
Mauldin sponsored and participated in the Ghost Out programs in Cherokee County High Schools for over 25 years. We even were asked to present the program twice at Kennesaw State University.

For my final remarks regarding this RFP, I will state the obvious to any business owner and hopefully those who may review this proposal. The world of business providing a service has its own built-in obstacles toward satisfying a "customer." The body shop has customers that choose our services. However, the towing & recovery side of the business has a different result sometimes. In an arrest that involves the impounding of a vehicle, the driver is taken by authorities. The vehicle is towed to our yard for safe keeping.

The owner or driver may be upset over the circumstances, the family may be upset and possibly placed in a financial and emotional situation. Obviously, it's difficult them to express their frustration and displeasure with the officers, the jailers, and the court staff and judge. When they come to get their vehicle the frustration spills over to our office. We realize that and over the 50 plus years of dealing with this type of behavior, I understand.

My Christian compassion hears their plight and anger on occasion. The means of communication are sometimes stretched by emotions. My folks are compassionate individuals who on many occasions have asked if they could assist with the cost of the billing. Reduce the storage charges, give them extra time to come up with money without additional storage, etc. We have assisted when the need was apparent. I will not try to give instances of when we have helped those in need. That is not anything more than the right way to act. So, when we explain a situation with transparency about the billing, the justification for services and so forth, we are sometimes still the "bad guys."

How to resolve a dispute depends on the merits of the dispute. Compassion, justice, morality, and consequences for actions all play a part in how we resolve disputes. Every situation is unique and must be determined on an individual basis. Any program of training that states otherwise is not worth the time it takes to hear the instructor speak. We strive to listen and respond to the situation and our reputation of over 60 years will support our success in that effort.



MAULDIN BODY SHOP, INC.

Mailing Address: 672 Avery Road Canton, Ga. 30115

Complete Body Repair Light & Heavy Wrecker Service

Telephone: 770-479-4851 Fax: 770-479-8067

Located: 143 Butterworth Road, Canton, Ga. 30114

Quality Service Since 1961

EMERGENCY CONTACT:

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Debbie Mauldin Weaver 770-596-6846 email: djmweaver@aol.com

John Weaver 404-405-1759 email: jw50mbs@aol.com

Mauldin utilizes a computer telephone operating system that has infinite incoming lines. We have 6 cell phones programmed to answer incoming calls along with all of the in-house office phones and portables. Our dispatch software is connected to all wrecker operators cell phones, and they receive calls and 911 information immediately. All dispatched calls are time-stamped and maintained as backup in our system. Invoice numbers are auto generated, and photos of vehicles and scenes are attached to each file and saved.