

**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 Possible Action to Award Towing Services Contract to Mauldin Body Shop, Inc.

**Summary:**

In August of this year, City Management issued an RFP for Towing Services. Proposals were due back to the City on Sep 1st. 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 City Attorney, 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:**

Staff asks Council to consider: Motion 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:**

Contract for Towing Services with 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 \_\_\_\_<sup>th</sup> 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 1<sup>st</sup> annually. Contractor shall abide by the terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

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**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.

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- 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.

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**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

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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 withing 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 (10<sup>th</sup>) 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.

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**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~~ response time to a request from the Police Department in excess of the response time that appears to show a serious inability to meet the needs of the City Police Department during normal traffic conditions. Response times are critical to the safety of the personnel on scene and the motoring public. Therefore, it is imperative that the Contractor maintains a ready response for clearing roadways when requested. Repeated failure for any cause is subject to inquiry. This Contract would also include any billing disputes that may arise. Should additional breaches occur, 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