

TO: All Prospective Towing Applicants

FROM: Andrea Perry, Director of Public Safety

RE: 2019 Heavy Duty Towing Contract Application

Attached are the application documents for participating in the City's heavy duty towing contract(s). Included are the heavy duty towing specifications as well as a copy of the contract applicants will be required to sign. **It is each applicant's responsibility to become familiar with all terms and conditions contained in these documents.**

The following information is to be submitted by each applicant:

1. One (1) signed copy of the included towing contract.
2. A complete applicant information sheet indicating the legal name of your company, the proper business address, telephone number, Federal I.D. Number, and other requested information. (see enclosed).
3. A list of all vehicles/equipment that you have available to fulfill the terms of this contract. Please indicate the make and model, serial number and license number of each vehicle along with a valid registration for each vehicle.
4. A list of all employees you will be utilizing to fulfill the terms of this contract. Please include the name, address, last four digits of his/her social security number and operator's license number of each individual.
5. Please name the insurance company that will be providing your coverages as outlined in the specifications. Please note that upon award of the contract(s), all companies will be required to submit to the City of Canton a copy of their Certificate of Liability Insurance showing proper coverage.
6. An updated Worker's Compensation Certificate.
7. A completed Personal Property Tax Statement (see attached).
8. Equal Employment Opportunity Forms (see attached).

All of these documents must be submitted by **4:00 PM** to the address below on **Thursday, February 28, 2019** in order to be considered for the heavy duty towing program. Should you have any questions, please contact Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov or 330-438-4185.

Submit application packets to: City of Canton Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, OH 44702

CITY OF CANTON HEAVY DUTY TOWING CONTRACT

This Contract made at Canton, Ohio, this ____ day of _____, 2019, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Ordinance 270/2018 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Heavy Duty Towing

2. Said services shall be furnished to CANTON in accordance with the Specifications for Heavy Duty Towing, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Exhibit B and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected with AGENCY's provision of towing services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. CANTON shall, however, defend any suit or prosecution against AGENCY, its owners, officers and employees

insofar as such suit is based upon a claim that the vehicle was wrongfully ordered to be towed. AGENCY hereby assumes all liability to the vehicle owners for any damage to the motor vehicles incurred through negligence of AGENCY. AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. AGENCY agrees that the Director of Public Safety may establish and cause the enforcement of reasonable rules and regulations concerning the towing of vehicles from time to time as he deems appropriate for the safety, well-being and protection of the citizens and their property within the City of Canton.

8. This Contract shall be effective **March 31, 2019** for a period of two years from said date with an option to extend the Contract an additional thirty (30) days at the sole discretion of the City of Canton, but may be terminated prior to that for reasons listed below:

- a. By either party and without cause upon ninety (90) days written notice to the other party.
- b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.
- c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.
- d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.
- e. For continuing overcharges or unauthorized extra charges by AGENCY.
- f. For failure to respond to calls from the Police Department and/or Communications Center. The Director shall at his discretion have power to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.
- g. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.
- h. For using a vehicle not in compliance with any and all required vehicle specifications.

i. For allowing a lapse in insurance coverage.

9. The Director of Public Safety shall at his/her discretion have the capability to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.

10. This Agreement shall be binding upon the parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.

WITNESSED BY:

THE CITY OF CANTON, OHIO

Andrea Perry
Director of Public Safety

AGENCY

AUTHORIZED SIGNATURE

APPROVED AS TO FORM: *KA*

Kristen Bates Aylward

Kristen Bates Aylward
Law Director
City of Canton

VENDOR INFORMATION

1. The vendor shall provide all of the following information.

a. Name of Vendor _____

b. Business Address _____

_____ _____ State Zip

City

c. Business Telephone Number (____)

d. Person, address, email and telephone to whom official notices are to be sent

e. Person, address, email and telephone for further information regarding this contract

f. State(s) of incorporation (w/dates of incorporation)

g. Principal place of business

h. Federal I.D. Number #

2. Form of Business Organization.

Corporation Partnership Other

3. The vendor shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this contract, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

The following form is designed to provide an evaluation of the Agency's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The Agency will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the Agency will be required to submit an "affirmative action plan" and/or "EEO policy." If the Agency does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

III. POLICIES AND PRACTICES

The bidder and/or Contractor will indicate his/her willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by circling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will Immediately Adopt this Policy **C** – Unable to Adopt Policy

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data is required to be filled in. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of future awards.

MALE:

FEMALE:

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on City projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to the loss of current and future awards.

Firm or Corporation Name

Signature

Title

Date of Signing

Income Tax Requirements and Information

1. All Agency's shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Vendors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please contact the following with questions.

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
(Ord. 238-2015. Passed 11-30-15.)

W9 Tax Form

Please provide an up to date copy of your Company's W9.

EXHIBIT A
SPECIFICATIONS FOR HEAVY TOWING

Contract Overview

1. The City of Canton shall utilize Private Towing Agencies for the removal and impounding of motor vehicles pursuant to the Canton City Code and/or Ohio Revised Code and the agency hereby shall provide towing services to the City of Canton for the foregoing purposes, in accordance with these specifications.
2. The City shall utilize Agency for the towing requirements set forth in Paragraph 1 upon an equal rotating and non-preferential basis with all other Agencies which qualify under the criteria established in these specifications and as may be set forth by the Director of Public Safety. Agencies which qualify for light towing (cars, vans, motorcycles and trucks - 3/4 ton or less) and/or heavy duty towing (trucks one ton or more) shall be maintained on separate lists by the City of Canton for light or heavy duty towing services, as the situation may require, upon a rotating basis, by an authorized employee of the City of Canton's Police Department and/or Communications Center (CanCom).

Please be advised that the agency called is the only company permitted to perform the work and receive payment for same. Therefore, for example, if Black Acre Towing is called for an impound and Black Acre sends someone else, for whatever reason, both Black Acre and the company that responded will lose their next-up turn in the rotation and will receive a contract violation.

3. The Agency shall expeditiously respond with adequate equipment to any call for towing services received from an authorized employee of the City of Canton's Police Department and/or Communications Center and tow the motor vehicle to the City of Canton's Service Center located at 2436 - 30th Street N.E., for impoundment and storage or to such other location as may be directed by the Police Department and/or Communications Center. A map of the City of Canton's impound lot is included as Exhibit E. Tows which do not require impounding of the motor vehicle will be towed by the Agency to their location unless a different location is requested by the driver and/or owner of the motor vehicle. All charges due companies must be paid before the vehicle is released. An Agency responding to a call shall have thirty (30) minutes to respond to a call. In the event that an Agency fails to respond within the thirty (30) minute time requirement, the City of Canton shall have the right to call the next agency in the call rotation. The Agency which failed to respond within the thirty (30) minute time requirement shall not be entitled to compensation. The City will use its best efforts to dispatch Agencies on an equitable rotational system. In the event of a call from the City's Police Department and/or Communications Center to the Agency and the Agency is unavailable, refuses or is otherwise unable to immediately perform the requested towing service, the next towing company will be called and the Agency that was unable to respond will be called by the Traffic Bureau. As a result, the Agency may lose their spot in the towing rotation. Continual or repeated unavailability, refusal or inability by an Agency to respond to a towing request may result in suspension or termination of the contract to tow for the City

of Canton. The failure of the City, whether intentional or unintentional, to dispatch Agencies in accordance with the rotation system shall not provide a basis for a claim against the City. There may be times that an agency is unable to respond due to manpower, equipment issues or are delayed due to exigent circumstances. These items will not count as a contract violation as long as the agency immediately lets CanCom know that they are unavailable for the tow. There will be a 15 minute grace period for unforeseen circumstances before this issue will result in a contract violation.

4. If an owner/driver requests the City of Canton's assistance with finding a tow, the City of Canton will call for Next Up owner's request. CanCom will then call the next towing company on rotation and document it as an owner's request.

Payment will be billed and obtained from the private owner of the vehicle at the City of Canton's negotiated rate for the tow and the City of Canton's storage rate. The Agency agrees that the City of Canton shall have no liability for payment for these services.

If the vehicle is towed to the Agency's storage facility, the private owner of the vehicle will be responsible for paying the storage fee for that company.

5. For the purposes of this contract, the Agency shall not respond within the City of Canton for the purpose of towing vehicles unless called by an authorized employee from the Canton Police Department and/or Communications Center. The driver/owner of the motor vehicle may, if with the vehicle when the Police arrive, request any towing company to tow their vehicle if it is not being impounded.
6. The Director of Public Safety shall establish a Schedule of Rates which shall serve as the maximum rates allowed to be charged by the Agency for services covered by these specifications. This Schedule of Rates shall be subject to periodic review and revision by the Director of Public Safety in her sole discretion. This schedule of rates is attached as Exhibit B.
7. The City of Canton shall pay to the Agency on a monthly basis, upon the receipt from the Agency an invoice or invoices and in such form as shall be directed by the Director of Public Safety or her designee, for all towing services provided by the Agency in towing motor vehicles which have been impounded by the City of Canton. The City of Canton shall additionally pay to the Agency a "dead run" fee per the Schedule of Rates for all motor vehicles on which the Agency is dispatched if the vehicle has been released by the Police Department upon the arrival of the Agency at the towing location. **The City of Canton shall not pay ANY fees not listed in the "Schedule of Rates." (Example: City's financial status, late fees and/or interest.)**
8. Three (3) contract violations within three (3) months will result in an automatic one (1) month suspension from the tow rotation. Nine (9) contract violations in twelve (12) months may result in contract termination.

Agency Requirements

1. The Agency shall meet and maintain the following conditions and requirements:
 - A. The Agency shall be available twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year on an immediate call basis.
 - B. The Agency and its employees shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the people served.
 - C. The Agency shall maintain a place of business within the corporate limits of the City of Canton from which the Agency shall keep and dispatch the towing equipment required under these specifications and provide the towing services required under this agreement. Relocation of the Agency's place of business during this agreement shall require proper zoning and the approval of the Director of Public Safety.
 - D. The Agency shall keep its office area clean, neat and in an orderly condition. There shall be no posters, writings or drawings within the office area that could be construed as offensive or demeaning to a person because of their sex, race, religion or creed.
 - E. The Agency may, at its option and expense, furnish a direct phone line to the City's Central Communications Center.
 - F. The Agency's tow trucks shall be equipped with a functional two-way communications radio unit to maintain contact between the base station at the place of business and the truck.
 - G. The Agency's trucks and operators shall meet or exceed all legal requirements required by P.U.C.O. and the Ohio Revised Code, to include, but not limited to, proper licensing of operators and trucks.
 - H. The Agency shall post, in a prominent place, at its business location, a complete listing of the Schedule of Rates.
 - I. The Agency shall keep complete, and maintain on a daily basis, records on forms prescribed by the Police Department or the Director of Public Safety for all vehicles towed at the request of the Police Department, to include records of names and addresses of persons owning vehicles and amounts of the towing and other fees charged and collected. The records shall include the total cost of each tow with a breakdown of the costs.

The Director of Public Safety or her designee reserves the right to inspect these records at any reasonable hour.

- J. Pilfering, stealing or removing of any items from vehicles under tow by the Agency, its agents or employees, shall constitute grounds for termination of the Contract; and violators shall be subject to criminal prosecution.
- K. The Agency shall maintain appropriate responsible personnel to fulfill the requirements of the contract. All agencies are required to submit to the City of Canton a list of all tow drivers. This list must be updated as additional drivers are hired. Background checks will be completed, and anyone with an extensive criminal background, including but not limited to sexual assault, Felony I, II, or III, may be denied entrance to the impound lot at the discretion of the Director of Public Safety. Additionally, the Director of Public Safety reserves the right to deny a driver entrance to the impound lot at his/her discretion for reasons not mentioned herein.
- L. A code to the gate at the impound lot will be issued to each tow driver. Each driver will have their own personal code. If a driver uses a gate code other than their own, the Agency that employs that driver for will be subject to suspension from the impound lot. Drivers must only use their own personal gate access code.
- M. The Agency shall maintain the following insurance coverages:

Vehicular liability and property damage insurance in the combined single limit amount of \$1,000,000.00 **OR** coverages in the minimum amount of \$250,000.00 for any one person injured or killed, \$500,000.00 for more than one person injured or killed in any accident and \$100,000.00 for property damage.

On-hook coverage providing property damage coverage to vehicles which are in-tow in a minimum amount of \$50,000.00. **(THE CITY OF CANTON WANTS “ON-HOOK” COVERAGE TO COVER THE VEHICLE IN TOW IN THE AMOUNT OF \$50,000.00)**

The policies required under this section shall name the City of Canton as having **“ADDITIONAL INSURED STATUS”** and shall contain an **endorsement by the insurance carrier providing 90 days notice to both the City and insured in the event of any change in coverage under the policy.** No less than 30 days advance notice of cancellation of the insurance policy shall be given to the City by the insurer. A copy of the foregoing policies shall be filed with the Director of Public Safety.

Proof of coverage under the State of Ohio Workers Compensation Law shall also be provided by the Agency.

If at any time during the course of this contract it is found that AGENCY’S insurance has lapsed, the contract will be immediately terminated.

2. The Agency and/or tow truck driver will also be responsible for the following:
 - A. The Agency and/or tow truck driver shall ensure that the bill indicates whether or not the vehicle has keys. **IF SO, THE VEHICLE IS TO BE LOCKED.**
 - B. The Agency and or tow truck driver shall ensure that the bill indicates the Serial Number of all vehicles towed.
 - C. The Agency and/or tow truck driver shall ensure that the bill indicates the Make and Model of all vehicles.
 - D. The Agency and/or tow truck driver shall ensure that all vehicle windows are rolled up.
 - E. The Agency and/or tow truck driver shall ensure that all vehicles towed to and placed within the confines of the impound lot are properly parked within their assigned spaces and all debris and parts are placed inside the vehicle.
 - F. The Agency will provide the City of Canton a written explanation, on the monthly tow invoice, of any additional charges pertaining to any vehicle towed the previous month. Failure to explain any additional charges will result in nonpayment. All invoices/bills are to be clear and legible.
 - G. The Agency is responsible for turning in tow invoices and tow slips to the impound lot as soon as possible after completing the tow, the following day at the latest. This is to include vehicles that are towed to the Police Department basement or the Department of Motor Vehicles garage area. Tow invoices and slips held by the agency for an unreasonable amount of time will not be honored. Three days is the “per-se” standard and any other time is to be defined by the Safety Director and/or his/her designee.
3. No accident debris from vehicles shall be left on the ground of the impound lot. Failure to comply with this will result in forfeiture of towing fees by the contractor.
4. No vehicle shall be driven from the scene of an impound. All vehicles must be moved by a tow vehicle.
5. The Agency must require that all of their Concealed Carry Weapon (CCW) carrying drivers notify the on scene officer that they are carrying a weapon. The weapon must be properly carried in a holster as covered by the CCW law.

The Agency must provide to the City of Canton a list of their drivers that possess CCW's and will be entering City or Government owned properties. Each of these drivers will then be reviewed by the City of Canton, and if approved, placed on a CCW approval list on file with the City of Canton.

6. Vehicles must be properly placed in the impound lot, and the keys tagged with its location. Vehicles that are not placed in the proper parking areas and result in the impound lot attendants having to search the lot for the said vehicles will result in non-payment of the tow. Three (3) violations of this provision within one (1) month will result in a contract violation.

Equipment Requirements

1. The Agency shall maintain appropriate equipment to fulfill the requirements of the contract as the City may request for adequate towing services.
2. An Agency may bid on light duty towing only. However, Agencies bidding on heavy duty towing must also be able to provide light duty towing.
3. All Agencies bidding must meet or exceed the following:

- A. Each tow truck and its equipment must be of sufficient capacity to safely handle any vehicle towed. The manufacturer's rated capacity of vehicles and equipment shall not be exceeded while towing vehicles.

If the towing equipment attached to the truck is not commercially manufactured, the Agency must provide documentation from a certified engineer that the equipment is of sufficient capacity to safely handle the required tow.

- B. Agencies bidding on heavy duty towing must have, in addition to what is required for light duty towing, the following:
 - One (1) heavy duty minimum 3 ½ ton truck with a minimum 5/8" cable and a 16 ton rated boom.

- C. Lifting and towing devices shall be designed and used to permit vehicles to be handled without inflicting damage. Vehicles are to be towed in accordance with the recommended towing procedures established by the manufacturers of both domestic and foreign made vehicles.

- D. When called for a heavy duty tow, the tow may NOT be subcontracted.

If an Agency does not have the proper equipment to effectively, safely and in a timely manner do the requested job, the next Heavy Duty tow Agency on the list will be called.

If an Agency is unable to perform the job with its equipment, it will not be compensated for the job, but will be put back at the end of the rotation.

4. In addition to satisfying the provisions of Chapter 4513 of the Ohio Revised Code (Traffic Laws - Equipment - Loads) all tow trucks must meet the following minimum requirements:

- A. Two mirrors: to have not less than forty-five (45) square inches of area each, located in usable position for the driver and not to impede the vision to the front or sides.
- B. Fire Extinguisher: to be type ABC of a least ten (10) pound capacity.
- C. Flares: at least six (6), twenty minute flares in protective container approved by the Department of Public Safety.
- D. Safety Chains: shall be attached to the towing vehicle and must be connected to the vehicle in tow.
- E. Tow Bar: shall be a device that will hold a vehicle in a firm distance behind the wrecker.
- F. Shovel, container to pick up debris, and a container of floor dry.
- G. Broom: long handle, heavy duty push or standard, enough absorbent material to handle twenty five (25) gallons of hazardous liquids.
- H. Wrecking Bars: any sturdy wrecking bar at least 36" in length.
- I. Blocks: two scotch blocks, two snatch blocks, and one 4" X 4" X 36" board.
- J. Tie Ropes: to be commercially manufactured steering wheel locks approved by the Department of Public Safety.
- K. Hand Tools: standard mechanic's hand tools.
- L. Stop Lights: at least three (3) sets; one (1) at regular heights, one (1) set sufficiently high to be seen over towed vehicles, one (1) placed on the trunk of the towed vehicle, which shall function as an additional breaking light.
- M. One hundred foot measuring tape or electronic measuring device.
- N. Turn Signals: no less than three (3) sets of "Class A" turn signals. One (1) set consisting of two (2) lights in the front, one (1) set of two (2) lights on the highest point of the vehicle and one (1) set of two (2) lights in the rear; except that where there is no provision made by the manufacturer to allow lights to be installed in the rear bumper plate, then the rest of the lights shall also be installed on the highest point of the vehicle.
- O. Flasher: shall be capable of flashing all turn signals simultaneously; and that all other flashing equipment on wrecker is working properly.

- P. Floodlights: aimed so as to be of the most assistance to operators working in rear of vehicle at night.
- Q. Appearance: paint shall be in good condition and body free of extensive damage. All trucks shall be kept in a clean and orderly condition.
- R. All tow truck components (winches, booms, cables, cable clamps, thimbles, sheaves, guides, controls, blocks, slings, chains, hooks, etc.) are to be maintained in good condition at all times. Cable fittings for hooks, slings, etc., shall be assembled by factory recommendations and specifications. All portable equipment (i.e. shovel, broom, reflectors, flashlights, fire extinguisher, etc.) shall be permanent accessories and be available on the truck at all times.
- S. Amber Lights: a flashing, oscillating or rotating amber light shall be permanently mounted so as to be easily visible in all directions, even when towing a vehicle.
- T. Wheel Protectors (mud flaps): tow trucks shall be equipped with suitable metal protectors or substantial flexible flaps on the rearmost wheels of such vehicle or combination of vehicles to prevent, as far as practicable, the wheels from throwing dirt, water or other materials on the windshields of following vehicles. Such protectors or flaps shall have a ground clearance of not more than one-fifth of the distance from the center of the rearmost axle to the center of the flaps under any conditions of loading of the vehicle, and they shall be at least as wide as the tires they are protecting.

If the vehicle is so designed and constructed that such requirements are accomplished by means of fenders, body construction or other means of enclosure, then no such protectors or flaps are required. Rear wheels not covered at the top by protection means must have protection extending at least to the center of the rearmost axle.

- U. All tow truck operators shall wear reflective vests or clothing while effectuating a tow. All clothing shall be in a good and clean condition.
5. The Agency will maintain proper state law requirements pertaining to ORC 4921.07 and the rules adopted by the Public Utilities Commission of the Ohio Transportation Department during the time period of this agreement. Only properly registered tow companies and trucks will be granted access to the Canton City Impound Lot. Pursuant to Public Utilities Commission 4901:2-5-10 (attached as Exhibit C) all trucks shall contain **PERMANENT** marking and license numbers.
6. By signing this contract AGENCY is stating that all tow trucks are of operational order and can pass a City of Canton Towing inspection when requested. Towing inspections will be done at the discretion of the Traffic Bureau and can be done at any time. It is the responsibility of the towing agency to maintain tow trucks in compliance with this contract and to be able to present all requested paperwork within 24 hours when requested. A copy

of the Tow Truck Inspection Sheet is attached as Exhibit D.

7. The City of Canton reserves the right to refuse service from a company who sends a truck for a tow that does not meet all of the enclosed specifications. If this happens, the City will contact the next company in the rotation.

EXHIBIT B
SCHEDULE OF RATES FOR LIGHT AND HEAVY TOWING

Towing: to include, but not limited to, preparation of vehicle for tow, disconnect linkage/transmission, retracting and/or securing parts or damaged areas etc. of the unit.

STANDARD TOWING FEES:

Standard Towing Fee **\$90.00**

(This includes the following regardless of towing vehicle used.)

*Passenger cars and trucks up to and including 3/4 ton capacity

*Motorcycles - OVER 350CC

*Motorcycles - 350CC AND UNDER

Please note that there is no longer a separate rate for standard tow trucks and flat bed trucks.

HEAVY DUTY TOWING:

Vehicles with dual (4) rear wheels **\$175.00**

ADDITIONAL SERVICES:

The following are additional services which may be needed in conjunction with/in addition to standard towing services; all services and charges listed thereafter shall be in addition to the above standard towing charges:

Winching (26ft. or more) **\$1.00 per foot**

*No additional charges for a winching truck. **(Max \$100.00)**

Dollies **\$25.00**

Auction tows **\$25.00 per vehicle**

Out of town tows
City shall pay standard tow price plus a per mileage amount of **\$2.00 per mile**

RECOVERY:

The following charges are only used under extraordinary circumstances and only with the approval of the Director of Public Safety and/or an authorized representative.

Additional help **\$50.00/hr.**

(To include, but not limited to, moving difficult items, excessive cleanup, towing from complex or hazardous conditions.)

(Ex: steep banks, creeks or unusual locations.)

Additional working tow truck and driver (Light Duty)** **\$50.00/hr.**

Additional working tow truck and driver (Heavy Duty)** **\$100.00/hr.**

**working truck is another tow truck of like duty weight and must be used to tow or winch with the first truck.

No additional charges are to be made for any work required to prepare the vehicle for towing, such as second truck for winching, loading or tying on parts or any other work required, except as stated above; or for any assistance required by the Canton Police Department or other law enforcement agency, in inspecting an impounded vehicle or in providing such other assistance of a similar nature as may be required.

DEAD RUN:

\$25.00

A call is to be considered a "dead run" if the motor vehicle for which the call was made is not physically removed from where it was standing, even though it may have been hooked up to the wrecker. A tow agency collecting for a "dead run" may not then tow another vehicle from the same site. **Also, a tow agency may make the choice of either the "dead run" payment or request to be put back at the top of the tow list.**

EXHIBIT C
4901:2-5-10 MARKING OF VEHICLES

- (A) All motor carriers shall display the following information on both sides of all self-propelled motor vehicles operated within Ohio in intrastate commerce:
- (1) The legal name or a single trade name of the motor carrier operating the commercial motor vehicle.
 - (2) The identification number issued by the Public Utilities Commission of Ohio (PUCO) preceded by the letters PUCO or the identification number issued by the United States Department of Transportation (USDOT) preceded by the letters USDOT.
 - (3) If the name of any person other than the operating carrier appears on the commercial motor vehicle, the name of the operating carrier must be followed by the information required by paragraphs (A)(1) and (A)(2) of this rule and be preceded by the words "operated by."
 - (4) Other identifying information may be displayed on the vehicle if it is not inconsistent with the information required by this rule.
- (B) Size, shape, location and color of markings shall be as follows:
- (1) The markings must appear on both sides of the self-propelled motor vehicle.
 - (2) The markings must be in letters that contrast sharply in color with the background on which the letters are placed.
 - (3) The markings must be readily legible during daylight hours, from a distance of fifty feet (fifteen point two four meters) while the commercial motor vehicle is stationary.
 - (4) The markings must be kept and maintained in a manner that retains the legibility required by paragraph (B)(2) of this rule.
- (C) The director of the commission's transportation department may grant a written exemption from the requirements of paragraphs (A) and (B) of this rule, based upon a written application and showing that prior to January 1, 1987, the motor carrier used an alternative marking system which provided adequate notification of the ownership and identity of equipment. Based upon a written application and showing that display of the required information would pose a security hazard to the vehicle, its contents or occupants, the director of the commission's transportation department may permit display of the federal motor carrier USDOT number In lieu of company name.
- (D) Paragraphs (A) and (B) of this rule shall not apply to self-propelled vehicles without

drivers leased by private motor carriers from a person, co-partnership or corporation whose principal business is the leasing of equipment without drivers for compensation, when each of the following conditions applies:

- (1) The lease period is for a period not in excess of thirty calendar days.
 - (2) The lessor remains responsible for routine maintenance of the vehicle.
 - (3) The vehicle is conspicuously marked with the name of the lessor.
 - (4) A signed copy or summary of the lease showing the name, city and state of the lessee, duration of the lease, and party responsible for routine maintenance of the vehicle, is carried aboard the vehicle.
- (E) No motor carrier shall display the identification of another motor carrier or other entity with intent to deceive the public or law enforcement personnel as to the true identity of the operating motor carrier, nor shall any motor carrier transmit an electronic signal falsely identifying itself as another motor carrier or other entity.

Effective: 06/06/2011

R.C. 119.032 review dates: 03/17/2011 and 11/30/2014

Promulgated Under: 111.15.

Statutory Authority: 4919.79, 4921.04, 4923.03, 4923.20

Rule Amplifies: 4919.79, 4921.04, 4923.03, 4923.20

Prior Effective Dates: 1/20/63, 3/19/87, 12/25/87, 10/28/90, 5/5/00, 10/21/06

Please Note: The City of Canton requires that all markings on tow trucks be permanently affixed to the vehicle.

EXHIBIT D
TOW INSPECTION SHEET

Please review the tow inspection sheet on the following pages. Towing inspections will be done at the discretion of the Traffic Bureau and can be done at any time.



Tow Truck Inspection Sheet

Company Name: _____

Truck Registration: _____ Truck #: _____

Special Plate #: _____

Truck Type: (Flatbed / Wrecker / Medium Duty / Heavy Duty)

Equipment	Pass	Fail	Date Corrected
Truck Clean and Good Appearance			
Company Markings Permanently Affixed			
PUCO #			
Two-way communications			
Commercial Towing Equipment or Documents			
(2) 45 Sq inch mirrors			
(1) 10 lbs. Fire Extinguisher			
(6) 20 min Flares			
Approved Container for flares			
Secondary Chains			
Tow Bar			
(1) Shovel			
(1) Heavy Duty Long Handled Broom			
(1) Wrecking Bar, 36" Min			
(2) Scotch Blocks			
(2) Snatch Blocks			
(1) 4X4X36" Wood Block			
Commercial Steering Wheel Locks - Tie Ropes			
Hand Tools + 100' Tape Measure			
Stop Lights (2 Sets): 1 High, 1 Low			
Tow Lights (Wreckers Only)			
Turn Signals (3 Sets) 1 Front, 2 Rear (1 High, 1 Low)			
Safety Flashers and Amber Light Bar			
Rear Flood Lights			
Rear Deck Light (Flatbeds Only)			
Mud Flaps			
Container of Floor Dry			
Container for Debris			
Vehicle Components			
Brakes			
Audible Air Leak at Brake Chamber			
Missing or Broken Components			
Inoperative Brakes on Steering Axle			
Mismatched Brake Chambers on Steering Axle			
Non-manufactured holes or cracks in chambers			
External Cracks on Brake Drums			
Drums or Rotors missing or broken			
Improper Air Line Splice			
Air Hose cut to expose inner Ply			

Brakes Continued	Pass	Fail	Date Corrected
Any Air Line Damaged in any way to restrict air flow			
No Low Air Warning Device (Audible or Visual 55 psi)			
Can't maintain air pressure (80 - 90 psi) when service brakes are fully applied			
Exhaust			
Any Non-Diesel Exhaust Leak forward or under the drivers compartment			
Not in Contact with any Electrical or Fuel Component			
Frame			
No Cracked, loose, sagging, or broken frame siderails			
1" or longer crack in siderail			
Any portion of the body or frame contacting wheels			
Fuel Systems			
No Dripping leaks			
Unsecured fuel Tank			
Load Securement / Tiedowns			
No form of securement on spare tire			
No form of securement on equipment on deck			
No Cuts, Burns, or Holes totaling more than 3/4"			
Tiedown Tensioning Device Broken or Damaged			
Tiedown contains knots, repairs, or other defects			
Steering Mechanism			
Any Cracks or weld repairs on steering components			
Any looseness of the pitman arm on output shaft			
Loose clamps or bolts on tie rods			
Any interference with free movement of components			
Suspension			
Cracked, Broken, or loose U-bolts			
Cracked, Broken, Loose, missing spring hangers			
1/4 or more broken leaves in spring assembly			
Any missing or separation in spring assembly			
Any broken main leaf			
Any deflated air suspension components			
Wheels / Tires			
Any cord showing on steer axles			
Damage to sidewall exposing band or cord			
Tires labeled "Not for Highway Use"			
Tire has noticeable leak or less than 50% proper psi			
Any single crack 3" or longer in wheel			
Cracks extending between 2 holes			
Any weld repairs on steering axle wheels			
Axle Bearing Cap missing allowing open view into hub			
2 or more Loose, Missing, or Damaged Lug Nuts			

Registration	Pass	Fail	Date Corrected
Proper Registration for Truck			
Proper Registration Sticker			
Proper Tax Weight Class			
Current Sticker Displayed			
Working Ability			
Truck stays running under own power			
Truck can maintain high idle if needed with nothing wedged on gas pedal			
Truck can properly lift a car			

Inspecting Officer: _____ **Badge #:** _____

Exhibit E

