

**VEHICLE TOWING AGREEMENT**

This agreement is by and between the City of West Allis ("City") and N & S Towing, Inc. ("Contractor"), which parties agree as follows:

- A. The time period of this agreement shall be from August 1, 2014 through July 31, 2016.
- B. The Contractor shall maintain specified worker's compensation, liability and garage keepers insurance coverage during the entire term of the contract. The liability policy shall be endorsed to name the City of West Allis as an additional insured and shall be in a form acceptable to the City Attorney.
- C. The Contractor shall furnish a surety bond in the amount of \$5,000.00 as a guarantee of satisfactory performance of the contract in a form acceptable to the City Attorney.
- D. The City of West Allis RFP #1079 together with section 9.24 of the West Allis Revised Municipal Code and such other City ordinances and State of Wisconsin Statutes referenced therein, and Contractor's proposal dated May 24, 2010 are hereby incorporated by reference and made part of this agreement.
- E. City of West Allis Resolution #R-2010-0140 adopted June 21, 2010 provides the acceptance of the Contractor's proposal by the City of West Allis.
- F. The Contractor shall submit to the Purchasing Division by the 15<sup>th</sup> of the month a report of all fees incurred in the previous month, with payment for all administrative fees that have been paid by the vehicle owners covered under Appendix A "City Administrative Fee".

In Witness Whereof, the parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

N & S Towing, Inc.

City of West Allis

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Title: \_\_\_\_\_

By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Scott E. Post, City Attorney