



2024-2025 VEHICLE TOWING SERVICES AGREEMENT

The City of Nome may find it necessary, from time to time, to have vehicles towed from city rights of way during the winter months for snow removal. If your company is interested in providing towing services for the City, please complete the following information and return to the City Clerk, by no later than **October 17th, 2024, by 3 pm at City Hall in a sealed envelope**, or email to dgrimmer@nomealaska.org, same deadline.

Name of Company: _____

Mailing Address: _____

Phone Number 24 Hours: _____

Email Address _____

1.0 SCOPE OF WORK

To establish rates for towing services at a flat rate per vehicle on an As Required Basis for the City of Nome. This Agreement is for the provision of services and is not a lease of a commercial motor vehicle.

2.0 DESCRIPTION OF WORK

- 2.1 All work shall be on a flat rate per vehicle towed basis with operator to perform work within the Nome city limits.
 - 2.2 Contractor must be capable of responding within 24 hours notice for towing. Contractor must provide a phone number for 24-hour contact; this contact may be in person or by suitable telephone answering machine or answering service for positive contact.
 - 2.3 The City guarantees no minimum usage except that if called the City will attempt to have Contractor tow all vehicles that are in the public right of way and hindering operations in a single call out rather than making multiple calls.
 - 2.4 All work will be under the direction of a designated City of Nome Representative who will assign work and guide the Contractor's activities.
 - 2.5 Tow truck drivers shall have appropriate license(s) experience and shall be capable of operating the towing equipment to its capacity. The Contractor shall replace those operators, who in the opinion of the designated City employee, misconduct themselves on the job, or are incompetent or careless in the operation of the equipment.
 - 2.6 Contractor shall comply with all federal, state and local laws and regulations applicable to the work or services performed pursuant to this agreement.
 - 2.7 The term of the agreement shall commence October 17, 2024 and terminate May 31, 2025.
-

3.0 BASIS OF PAYMENT

- 3.1 Payment shall be made at the agreement price for services at a flat per vehicle towed rate.
- 3.2 After each call out, charges to be billed to the City of Nome shall be recorded on a Payment Voucher and verified by an appropriate City employee. The Contractor shall submit itemized invoices with copies of each Voucher for payment. **Payment vouchers must be submitted monthly.**

4.0 RATES

Furnish Towing Services in accordance with the Contract Documents

\$_____ PER VEHICLE

Unit Price per Vehicle in Figures

_____ dollars PER VEHICLE

Unit Price in Words

Contractor's Name

Telephone Number

Alaska Business License Number

Expiration Date

5.0 LICENSES/INSURANCE

- 5.1 Contractor shall have a valid Alaska business license and City of Nome sales tax license and be current on filings/payments.
- 5.2 Contractor shall maintain business automobile liability insurance with a limit of not less than \$1,000,000.00 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on ISO form CA 00 01, CA 00 03, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 5.3 At City's option, Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 per occurrence.
- 5.4 Contractor shall maintain workers compensation and employers liability insurance with limits not less than that required by law.

Contractor must provide an ACCORD certificate or equivalent proof of worker's compensation and liability insurance.

- 5.5 Contractor waives all rights against Nome and its agents, officers, directors, officials, and employees for recovery of damages, to the extent these damages are covered by the business auto liability, commercial general liability, workers compensation or employers liability insurance required to be obtained by Contractor pursuant to paragraphs 7.2, 7.3 or 7.4 above.
- 5.6 Nome shall be included as an additional named insured under any CGL policy required by this paragraph 7 using ISO additional insured endorsement CG 20 10, or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs of City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that is its excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 5.7 Contractor shall insure their operators are properly licensed.
- 5.8 Proof of compliance with the licensing and insurance provisions of this paragraph shall be attached to this agreement as soon as practical after this agreement is signed, but, in no event later than the first commencement of services under this agreement or seven (7) days from the date of signing of this agreement, whichever is less. Proof of compliance with the insurance provisions of this Agreement shall be in form of copies of certificates of insurance executed by a duly authorized representative of each insurer showing compliance with the requirements. All certificates shall provide for thirty (30) days of written notice to Nome prior to cancellation of any insurance referred to therein.
- 5.9 Failure to maintain the required insurance may result in termination of this Agreement at the sole option of the City of Nome.

6.0 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City of Nome, its employees, officials, agents and insurers from and against any and all claims arising out of or relating to Contractor's performance of this Agreement, including, but not limited to, claims for property damage, personal injury, death, costs and attorney's fees.

7.0 FOR FURTHER INFORMATION CONTACT

Cole Cushman City
of Nome
P.O. Box 281
Nome, Alaska 99762
(907) 443-6600 Fax (907) 443-3349
ccushman@nomealaska.org

8.0 AUTHORIZED SIGNATURE

BY SIGNING THIS AGREEMENT CONTRACTOR AGREES TO ALL PROVISIONS ABOVE AND HAS PROVIDED A COPY OF THE REQUIRED LICENSES/INSURANCE.

Signature

Date

Title