

SERVICES AGREEMENT # _____

This Agreement made and entered into this _____ of _____, 2020, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and NW Collison Services, hereinafter referred to as "Contractor", whose address is 1130 SE MLK Blvd, Portland, OR 97214.

WHEREAS, the City desires to engage the Contractor to provide Auto Body Repair Services and other related services. Contractor has agreed to offer its professional services to perform said work and

WHEREAS, the Contractor has represented by entering into this Agreement and by its response to Request for Proposal # 36-19 (RFP) that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

Contractor agrees to:

Provide the City of Vancouver auto body repair services on an as-needed basis. Vehicles to be repaired will be picked up from and delivered to City facilities. Contractor is expected to have an expert staff and a facility capable of handling projects year round and provide quality service and workmanship.

Supplier must be able to provide paint and repair of a wide variety of vehicles used in municipal applications including, but not limited to: forklifts, rollers, mowers, sweepers, dump trucks, utility vehicles, new construction and repaints on single axle and tandem axle trailers.

The Supplier is expected to furnish all labor, materials, suppliers, equipment, tools, facilities, and supervision necessary to repair auto body damage on the City's fleet due to wear, age, accidents, including, but not limited to: painting, sanding, masking, fabrication (sheet metal and fiberglass), resurfacing and color blending, replacing and overhauling major components. Work does not include the application of vehicle graphics.

All workmanship must be acceptable to the standards of the trade. City staff will inspect all repaired vehicles. If quality of work or down time of vehicles is not acceptable, The City of Vancouver reserves the right to stop work and/or terminate the contract immediately.

This agreement is a purchase of services at provided in the Contractor's Proposal dated 12/11/2019. Payment for these services shall not exceed the rates as established in the contractor's proposals by reference made as part of this agreement unless authorized in writing by the City, according to section 14 of this Agreement. Individual work orders will be issued by purchase order

for each repair. The purchase order shall designate the not to exceed amount of the specified work and is subject to the terms of this contract.

If additional time is needed, please refer to section 5 of this agreement. A written amendment must be attached.

2. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. Time of Performance.

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed services hereunder shall be completed by December, 31st 2024.

5. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

6. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit invoices to City covering both professional fees and project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. City and Contractor agree that any amount paid in error by City does not

constitute a rate change in the amount of the contract. The City's contract/purchase order (po) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. Ownership of Work Product.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

8. Termination.

The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon "notice of termination" given by the City.

9. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allocable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or to the City's website found at www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

12. Insurance.

The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Contractor agrees to the following requirements relating to insurance coverage:

a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.

b. Worker's Compensation. The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

a. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 West 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

NW Collision Service
David Hall
1130 Se MLK Blvd
Portland, OR 97214

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement. The City Manager is hereby authorized to execute amendments on behalf of the City, including changes of compensation up to ten (10) percent of the original value.

15. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of _____, 2020

CITY OF VANCOUVER, a municipal corporation

BY: _____
Anna Vogel, Procurement Manager

Attest:

Natasha Ramras, CMO

_____, Contractor

BY: _____

Title _____

Approved as to form:

Jonathan Young, City Attorney

