

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

35287

THIS AGREEMENT is made and entered, in duplicate, as of June 19, 2019, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 18, 2019, by and between PACIFIC ELITE, INC. DBA PACIFIC ELITE COLLISION CENTERS, a California corporation ("Contractor"), with a place of business at 1851 Obispo Ave., Signal Hill, CA 90755, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with light and medium vehicle body repair ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals Number FS 19-042 ("RFP"), incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) annually, with a 15 percent contingency in the amount of Eighty-Two Thousand Five Hundred Dollars (\$82,500), for a total annual amount not to exceed Six Hundred Thirty-Two Thousand Five Hundred Dollars (\$632,500),

1 at the rates or charges shown in Exhibit "B".

2 B. City shall pay Contractor in due course of payments following
3 receipt from Contractor and approval by City of invoices showing the services or
4 task performed, the time expended (if billing is hourly), and the name of the Project.
5 Contractor shall certify on the invoices that Contractor has performed the services
6 in full conformance with this Agreement and is entitled to receive payment. Each
7 invoice shall be accompanied by a progress report indicating the progress to date
8 of services performed and covered by the invoice, including a brief statement of any
9 Project problems and potential causes of delay in performance, and listing those
10 services that are projected for performance by Contractor during the next invoice
11 cycle. Where billing is done and payment is made on an hourly basis, the parties
12 acknowledge that this arrangement is either customary practice for Contractor's
13 profession, industry or business, or is necessary to satisfy audit and legal
14 requirements which may arise due to the fact that City is a municipality.

15 C. Contractor represents that Contractor has obtained all
16 necessary information on conditions and circumstances that may affect its
17 performance and has conducted site visits, if necessary.

18 D. By executing this Agreement, Contractor warrants that
19 Contractor (a) has thoroughly investigated and considered the scope of services to
20 be performed, (b) has carefully considered how the services should be performed,
21 and (c) fully understands the facilities, difficulties and restrictions attending
22 performance of the services under this Agreement. It the services involve work upon
23 any site, Contractor warrants that Contractor has or will investigate the site and is
24 or will be fully acquainted with the conditions there existing, prior to commencement
25 of services set forth in this Agreement. Should Contractor discover any latent or
26 unknown conditions that will materially affect the performance of the services set
27 forth in this Agreement, Contractor must immediately inform the City of that fact and
28 may not proceed except at Contractor's risk until written instructions are received

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from the City.

E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on July 1, 2019, and shall terminate at 11:59 p.m. on June 30, 2021, with the option to renew for three (3) additional one (1) year periods, unless sooner terminated as provided in this Agreement. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

3. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Contractor

1 to replace that key employee.

2 4. INDEPENDENT CONTRACTOR. In performing its services,
3 Contractor is and shall act as an independent contractor and not an employee,
4 representative or agent of City. Contractor shall have control of Contractor's work and the
5 manner in which it is performed. Contractor shall be free to contract for similar services to
6 be performed for others during this Agreement; provided, however, that Contractor acts in
7 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
8 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
9 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
10 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
11 the usual and customary rights, benefits or privileges of City employees. Contractor
12 expressly warrants that neither Contractor nor any of Contractor's employees or agents
13 shall represent themselves to be employees or agents of City.

14 5. INSURANCE.

15 A. As a condition precedent to the effectiveness of this
16 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
17 duration of this Agreement, from insurance companies that are admitted to write
18 insurance in California and have ratings of or equivalent to A:V by A.M. Best
19 Company or from authorized non-admitted insurance companies subject to Section
20 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
21 by A.M. Best Company, the following insurance:

22 (a) Commercial general liability insurance (equivalent in scope to
23 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
24 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
25 coverage shall include but not be limited to broad form contractual liability,
26 cross liability, independent contractors liability, and products and completed
27 operations liability. City, its boards and commissions, and their officials,
28 employees and agents shall be named as additional insureds by

1 endorsement (on City's endorsement form or on an endorsement equivalent
2 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
3 shall contain no special limitations on the scope of protection given to City,
4 its boards and commissions, and their officials, employees and agents. This
5 policy shall be endorsed to state that the insurer waives its right of
6 subrogation against City, its boards and commissions, and their officials,
7 employees and agents.

8 (b) Workers' Compensation insurance as required by the California
9 Labor Code and employer's liability insurance in an amount not less than
10 \$1,000,000. This policy shall be endorsed to state that the insurer waives
11 its right of subrogation against City, its boards and commissions, and their
12 officials, employees and agents.

13 (c) Professional liability or errors and omissions insurance in an
14 amount not less than \$1,000,000 per claim.

15 (d) Commercial automobile liability insurance (equivalent in scope
16 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
17 amount not less than \$500,000 combined single limit per accident.

18 B. Any self-insurance program, self-insured retention, or
19 deductible must be separately approved in writing by City's Risk Manager or
20 designee and shall protect City, its officials, employees and agents in the same
21 manner and to the same extent as they would have been protected had the policy
22 or policies not contained retention or deductible provisions.

23 C. Each insurance policy shall be endorsed to state that coverage
24 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
25 written notice to City, shall be primary and not contributing to any other insurance
26 or self-insurance maintained by City, and shall be endorsed to state that coverage
27 maintained by City shall be excess to and shall not contribute to insurance or self-
28 insurance maintained by Contractor. Contractor shall notify City in writing within five

1 (5) days after any insurance has been voided by the insurer or cancelled by the
2 insured.

3 D. If this coverage is written on a "claims made" basis, it must
4 provide for an extended reporting period of not less than one hundred eighty (180)
5 days, commencing on the date this Agreement expires or is terminated, unless
6 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
7 continuing coverage for a period of not less than three (3) years, commencing on
8 the date this Agreement expires or is terminated.

9 E. Contractor shall require that all sub-contractors or contractors
10 that Contractor uses in the performance of these services maintain insurance in
11 compliance with this Section unless otherwise agreed in writing by City's Risk
12 Manager or designee.

13 F. Prior to the start of performance, Contractor shall deliver to City
14 certificates of insurance and the endorsements for approval as to sufficiency and
15 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
16 insurance, furnish to City certificates of insurance and endorsements evidencing
17 renewal of the insurance. City reserves the right to require complete certified copies
18 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
19 time. Contractor shall make available to City's Risk Manager or designee all books,
20 records and other information relating to this insurance, during normal business
21 hours.

22 G. Any modification or waiver of these insurance requirements
23 shall only be made with the approval of City's Risk Manager or designee. Not more
24 frequently than once a year, City's Risk Manager or designee may require that
25 Contractor, Contractor's sub-Contractors and contractors change the amount,
26 scope or types of coverages required in this Section if, in his or her sole opinion, the
27 amount, scope or types of coverages are not adequate.

28 H. The procuring or existence of insurance shall not be construed

1 or deemed as a limitation on liability relating to Contractor's performance or as full
2 performance of or compliance with the indemnification provisions of this Agreement.

3 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
4 contemplates the personal services of Contractor and Contractor's employees, and the
5 parties acknowledge that a substantial inducement to City for entering this Agreement was
6 and is the professional reputation and competence of Contractor and Contractor's
7 employees. Contractor shall not assign its rights or delegate its duties under this
8 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
9 of City, except that Contractor may with the prior approval of the City Manager of City,
10 assign any moneys due or to become due Contractor under this Agreement. Any
11 attempted assignment or delegation shall be void, and any assignee or delegate shall
12 acquire no right or interest by reason of an attempted assignment or delegation.
13 Furthermore, Contractor shall not subcontract any portion of its performance without the
14 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
15 or contractor without approval prior to the substitution. Nothing stated in this Section shall
16 prevent Contractor from employing as many employees as Contractor deems necessary
17 for performance of this Agreement.

18 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
19 certifies that, at the time Contractor executes this Agreement and for its duration,
20 Contractor does not and will not perform services for any other client which would create a
21 conflict, whether monetary or otherwise, as between the interests of City and the interests
22 of that other client. And, Contractor shall obtain similar certifications from Contractor's
23 employees, sub-Contractors and contractors.

24 8. MATERIALS. Contractor shall furnish all labor and supervision,
25 supplies, materials, tools, machinery, equipment, appliances, transportation and services
26 necessary to or used in the performance of Contractor's obligations under this Agreement,
27 except as stated in Exhibit "D".

28 9. OWNERSHIP OF DATA. All materials, information and data

1 prepared, developed or assembled by Contractor or furnished to Contractor in connection
2 with this Agreement, including but not limited to documents, estimates, calculations,
3 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
4 models, reports, summaries, drawings, designs, notes, plans, information, material and
5 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
6 and City shall have the unrestricted right to use and disclose the Data in any manner and
7 for any purpose without payment of further compensation to Contractor. Copies of Data
8 may be retained by Contractor but Contractor warrants that Data shall not be made
9 available to any person or entity for use without the prior approval of City. This warranty
10 shall survive termination of this Agreement for five (5) years.

11 10. TERMINATION. Either party shall have the right to terminate this
12 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
13 prior notice to the other party. In the event of termination under this Section, City shall pay
14 Contractor for services satisfactorily performed and costs incurred up to the effective date
15 of termination for which Contractor has not been previously paid. The procedures for
16 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
17 termination, Contractor shall deliver to City all Data developed or accumulated in the
18 performance of this Agreement, whether in draft or final form, or in process. And,
19 Contractor acknowledges and agrees that City's obligation to make final payment is
20 conditioned on Contractor's delivery of the Data to City.

21 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
22 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
23 performing its services, during the term of this Agreement and for five (5) years following
24 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
25 all information, whether written, oral or visual, obtained by any means whatsoever in the
26 course of performing its services for the same period of time. Contractor shall not disclose
27 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
28 of others except for the purpose of this Agreement.

1 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
2 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
3 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
4 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
5 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
6 to subpoena or court order.

7 13. ADDITIONAL SERVICES. The City has the right at any time during
8 the performance of the services, without invalidating this Agreement, to order extra work
9 beyond that specified in the RFP or make changes by altering, adding to or deducting from
10 the work. No extra work may be undertaken unless a written order is first given by the City,
11 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
12 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
13 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
14 City Representative. Any greater increases, taken either separately or cumulatively, must
15 be approved by the City Council. It is expressly understood by Contractor that the
16 provisions of this paragraph do not apply to services specifically set forth in the RFP or
17 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
18 the services to be provided pursuant to the RFP may be more costly or time consuming
19 than Contractor anticipates and that Contractor will not be entitled to additional
20 compensation for the services set forth in the RFP.

21 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
22 from any amount payable to Contractor (whether or not arising out of this Agreement) any
23 amounts the payment of which may be in dispute or that are necessary to compensate the
24 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
25 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
26 performing or failing to perform Contractor's obligations under this Agreement. In the event
27 that any claim is made by a third party, the amount or validity of which is disputed by
28 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the

1 City may withhold from any payment due, without liability for interest because of the
2 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
3 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
4 indemnify and protect the City as elsewhere provided in this Agreement.

5 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
6 amended, nor any provision or breach waived, except in writing signed by the parties which
7 expressly refers to this Agreement.

8 16. LAW. This Agreement shall be construed in accordance with the laws
9 of the State of California, and the venue for any legal actions brought by any party with
10 respect to this Agreement shall be the County of Los Angeles, State of California for state
11 actions and the Central District of California for any federal actions. Contractor shall cause
12 all work performed in connection with construction of the Project to be performed in
13 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
14 county or municipal governments or agencies (including, without limitation, all applicable
15 federal and state labor standards, including the prevailing wage provisions of sections 1770
16 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
17 marshal, health officer, building inspector, or other officer of every governmental agency
18 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
19 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
20 conflict with any applicable laws, but the remainder of the Agreement will remain in full
21 force and effect.

22 17. PREVAILING WAGES.

23 A. Consultant agrees that all public work (as defined in California
24 Labor Code section 1720) performed pursuant to this Agreement (the "Public
25 Work"), if any, shall comply with the requirements of California Labor Code sections
26 1770 *et seq.* City makes no representation or statement that the Project, or any
27 portion thereof, is or is not a "public work" as defined in California Labor Code
28 section 1720.

1 B. In all bid specifications, contracts and subcontracts for any
2 such Public Work, Consultant shall obtain the general prevailing rate of per diem
3 wages and the general prevailing rate for holiday and overtime work in this locality
4 for each craft, classification or type of worker needed to perform the Public Work,
5 and shall include such rates in the bid specifications, contract or subcontract. Such
6 bid specifications, contract or subcontract must contain the following provision: "It
7 shall be mandatory for the contractor to pay not less than the said prevailing rate of
8 wages to all workers employed by the contractor in the execution of this contract.
9 The contractor expressly agrees to comply with the penalty provisions of California
10 Labor Code section 1775 and the payroll record keeping requirements of California
11 Labor Code section 1771."

12 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
13 constitutes the entire understanding between the parties and supersedes all other
14 agreements, oral or written, with respect to the subject matter in this Agreement.

15 19. INDEMNITY.

16 A. Consultant shall indemnify, protect and hold harmless City, its
17 Boards, Commissions, and their officials, employees and agents ("Indemnified
18 Parties"), from and against any and all liability, claims, demands, damage, loss,
19 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
20 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
21 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
22 in part, out of or in connection with (1) Consultant's breach or failure to comply with
23 any of its obligations contained in this Agreement, including all applicable federal
24 and state labor requirements including, without limitation, the requirements of
25 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
26 omissions or misrepresentations committed by Consultant, its officers, employees,
27 agents, subcontractors, or anyone under Consultant's control, in the performance
28 of work or services under this Agreement (collectively "Claims" or individually

1 "Claim").

2 B. In addition to Consultant's duty to indemnify, Consultant shall
3 have a separate and wholly independent duty to defend Indemnified Parties at
4 Consultant's expense by legal counsel approved by City, from and against all
5 Claims, and shall continue this defense until the Claims are resolved, whether by
6 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
7 breach, or the like on the part of Consultant shall be required for the duty to defend
8 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
9 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
10 in the defense.

11 C. If a court of competent jurisdiction determines that a Claim was
12 caused by the sole negligence or willful misconduct of Indemnified Parties,
13 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
14 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
15 percentage of willful misconduct attributed by the court to the Indemnified Parties.

16 D. The provisions of this Section shall survive the expiration or
17 termination of this Agreement.

18 20. FORCE MAJEURE. If any party fails to perform its obligations
19 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
20 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
21 governmental regulations, governmental controls, judicial orders, enemy or hostile
22 governmental action, civil commotion, fire or other casualty, or other causes beyond the
23 reasonable control of the party obligated to perform, then that party's performance will be
24 excused for a period equal to the period of such cause for failure to perform.

25 21. AMBIGUITY. In the event of any conflict or ambiguity between this
26 Agreement and any Exhibit, the provisions of this Agreement shall govern.

27 22. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

1 to applicable rules and regulations, Contractor shall not discriminate against any
2 employee or applicant for employment because of race, religion, national origin,
3 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
4 disability. Contractor shall ensure that applicants are employed, and that employees
5 are treated during their employment, without regard to these bases. These actions
6 shall include, but not be limited to, the following: employment, upgrading, demotion
7 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
8 or other forms of compensation; and selection for training, including apprenticeship.

9 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
10 accordance with the provisions of the Ordinance, this Agreement is subject to the
11 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
12 Long Beach Municipal Code, as amended from time to time.

13 A. During the performance of this Agreement, the Consultant
14 certifies and represents that the Consultant will comply with the EBO. The
15 Consultant agrees to post the following statement in conspicuous places at its place
16 of business available to employees and applicants for employment:

17 “During the performance of a contract with the City of Long Beach, the
18 Consultant will provide equal benefits to employees with spouses and its
19 employees with domestic partners. Additional information about the City of
20 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
21 Long Beach Business Services Division at 562-570-6200.”

22 B. The failure of the Consultant to comply with the EBO will be
23 deemed to be a material breach of the Agreement by the City.

24 C. If the Consultant fails to comply with the EBO, the City may
25 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
26 to become due under the Agreement may be retained by the City. The City may
27 also pursue any and all other remedies at law or in equity for any breach.

28 D. Failure to comply with the EBO may be used as evidence

1 against the Consultant in actions taken pursuant to the provisions of Long Beach
2 Municipal Code 2.93 et seq., Contractor Responsibility.

3 E. If the City determines that the Consultant has set up or used its
4 contracting entity for the purpose of evading the intent of the EBO, the City may
5 terminate the Agreement on behalf of the City. Violation of this provision may be
6 used as evidence against the Consultant in actions taken pursuant to the provisions
7 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

8 24. NOTICES. Any notice or approval required by this Agreement shall
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
10 postage prepaid, addressed to Contractor at the address first stated above, and to City at
11 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
12 to the City Clerk at the same address. Notice of change of address shall be given in the
13 same manner as stated for other notices. Notice shall be deemed given on the date
14 deposited in the mail or on the date personal delivery is made, whichever occurs first.

15 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
16 that Contractor has not employed or retained any entity or person to solicit or obtain this
17 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
18 commission or other monies based on or from the award of this Agreement. If Contractor
19 breaches this warranty, City shall have the right to terminate this Agreement immediately
20 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
21 due under this Agreement or otherwise recover the full amount of the fee, commission or
22 other monies.

23 26. WAIVER. The acceptance of any services or the payment of any
24 money by City shall not operate as a waiver of any provision of this Agreement or of any
25 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
26 Agreement shall not constitute a waiver of any other or subsequent breach of this
27 Agreement.

28 27. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 18, 21 and 28 prior to termination or expiration of this Agreement.

3 28. TAX REPORTING. As required by federal and state law, City is
4 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
5 Contractor shall be solely responsible for payment of all federal and state taxes resulting
6 from payments under this Agreement. Contractor shall submit Contractor's Employer
7 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
8 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
9 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
10 Contractor provides one of these numbers.

11 29. ADVERTISING. Contractor shall not use the name of City, its officials
12 or employees in any advertising or solicitation for business or as a reference, without the
13 prior approval of the City Manager or designee.

14 30. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Contractor relating to this Agreement.

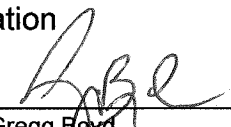
18 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
19 designed to or entered for the purpose of creating any benefit or right for any person or
20 entity of any kind that is not a party to this Agreement.

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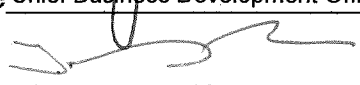
1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 PACIFIC ELITE, INC. DBA PACIFIC ELITE
4 COLLISION CENTERS, a California
5 corporation

6 July 5, 2019, 2019

By 
Name Gregg Boyd
Title Chief Business Development Officer

8 July 5, 2019, 2019

By 
Name Jim Riley
Title Chief Financial Officer

9 Tom Modica
10 Assistant City Manager

11 EXECUTED PURSUANT
12 TO SECTION 301 OF
13 THE CITY CHARTER

“Contractor”

14 CITY OF LONG BEACH, a municipal
15 corporation

13 7/17/19, 2019

By 
City Manager

“City”

16 This Agreement is approved as to form on July 10, 2019.

17 CHARLES PARKIN, City Attorney

18 By 
19 Deputy

20 OFFICE OF THE CITY ATTORNEY
21 CHARLES PARKIN, City Attorney
22 333 West Ocean Boulevard, 11th Floor
23 Lona Beach, CA 90802-4664

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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EXHIBIT "A"

Scope of Work



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach

Request For Proposals Number FS 19-042

For

Light and Medium Duty Auto and Truck Body Repair

Release Date:	02/08/2019
Mandatory Pre-Proposal Meeting:	02/21/2019
Questions Due to the City:	02/27/2019
Posting of the Q & A:	03/05/2019
Due Date:	03/12/2019

City Contact: *Michelle King* Buyer, II 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Pacific Elite Collision Centers - Long Beach Contact Person Alex Morales

Address 1851 Obispo Ave. City Signal Hill State CA Zip 90755

Telephone (562) 597-1306 Fax (562) 494-6135 Federal Tax ID No. 80-0961112

E-mail: longbeachsouth@pacificalite.com

Prices contained in this proposal are subject to acceptance within 30 calendar days.

I have read, understand and agree to all terms and conditions herein. Date 3/11/2019

Signed 

Print Name & Title Gregg Boyd / Chief Business Development Officer

Rev 2016 0919



Bid Proposal

From:
Pacific Elite Collision Centers – Long Beach
1851 Obispo Ave.
Long Beach, Ca 90755

To:
City of Long Beach
City of Fleet Services Bureau, Harbor and Water Departments

Date:
3/11/2019

Scope of Project:

Pacific Elite Collision Centers – Long Beach is to perform collision related repairs, including body, frame and refinish on any light, medium duty vehicles for the City Fleet Services Bureau, Harbor and Water Departments.

Project Specifications:

Contractor is current and does maintain, during the life of the Contract, all required state, federal, city and all other required license and permits. Contractor's facility, painting procedures and material handling practices complies with all Federal, State and Local Laws, Ordinances and Regulations.

All Current as follows:

California State Board of Equalization Resale License number:

- SRYEA 102-508130

Federal Tax Number:

- 80-0961112

State Tax Identification Number:

- C 3617386



Business License Number:

- 205962

EPA Toxic Waste Disposal Number:

- CAL000424650

AQMD Operating Permit Number:

- 183992

Repair Equipment and Methods:

Contractor is current and does maintain the following to effect repairs and estimates.

What Automated Estimating Software Program is used?

- CCC1

What Gas, Arc and Mig Weld capabilities do you have, with journey level body technicians ASE Certified? (Steel/Aluminum).

- MIG Welding Systems (9) : (3) Millers (2) Lincolns (1) Matco (1) Snap On (1) Cellete 91) BSP
- Resistance Welder: (2) Pro- Spot PR 10
 - SPS05 Steel Sectioning Welding Certificate
 - WCS03 Steel Welding Certificate
 - WCS04 Squeeze Type Resistance Welding Certificate
 - WCS06 Steel GMA Welding Certificate
 - ASE Air Conditioning Certified

What equipment do you have to hoist, rack or bench vehicles for inspection?

- (2) Lifts
- (2) Hoists

What hydraulic frame-straightening equipment to make multiple body and structural pulls for straightening?

- (2) Celette Dedicated Benches
- (2) Chief EZ Liner Frame Machines

Repair Equipment and Methods continued:



What source of information for dimensions covering, frame, upper body, and wheel alignment do you use?

- Spanesi Frame Measuring System

Do you have a four-point anchoring system to hold vehicle in stationary position during structural and body pulls?

- Yes, Celette Dedicated Benches

Do have permitted paint spray booths, permitted to satisfy all current Federal and State Regulations and Local zoning Ordinances.

- Yes, (2) Blowtherm Down Draft Booths

Do you use paint spraying practices that satisfy all Regulations required by the Federal, State and Local Government pertaining to the Clean Air Act?

- Yes, PPG Certified

Are you compliant with toxic waste disposal Laws and regulations?

- Yes

Do you use paint application and mixing abilities that meet or exceed original equipment manufacturer's color and finishing standards?

- Yes, PPG Paint materials.

Do you utilize state Registered and approved automotive air conditioning refrigerant recovery/recycling system for automotive air conditioning systems?

- Yes, ASE Certified

Do you have the ability to provide computerized four-wheel alignment, including specifications printout?

- Yes, from Sublet vendor

Do you have the ability to remove and reinstall suspension, engine and drive train components using original equipment manufacturer's recommended methods and procedures?

- Yes

Warranty and Maintenance and Service

- Parts – Days - Same as manufacturer



- Labor – Days - Limited Lifetime/ Length of ownership of vehicle.

Company Background and References:

Owners:

- Michael Salyards
- Timothy Mullahey

Incorporated:

- Pacific Elite Inc
- 2013
- California

Location of company office / Corporate:

- 11899 Woodruff Ave.
- Downey, Ca 90241

Locations owned under Pacific Elite Collision Centers Inc:

- Canoga Park
- Costa Mesa North
- Costa Mesa South
- Covina
- Downey East
- Downey West
- El Segundo
- Fullerton East
- Fullerton West
- Long Beach North
- Long Beach
- Los Angeles
- Ontario
- Santa Ana
- Stanton
- South County
- Torrance
- Williamson

Employees:

- 350 – all locations – all local / all Full time
 - Residing in Long Beach
 - 12 - all Full time
- Pacific Elite Collision Centers - Long Beach employees:
 - 10 – all full time



Company Background and References continued:

Point of Contact:

- Gregg Boyd
- Chief Business Development Officer
- 11899 Woodruff Ave, Downey, CA 90241
- 562-445-4629
- Gregg.boyd@pacificelite.com

Background / Length of Time:

Our Owners founded Elite Collision Centers in 1998 as a single-shop operation in Fullerton, Calif. The company began making acquisitions in 2002. In 2014 Elite Collision Centers merged with Pacific Collision Centers and rebranded the company as Pacific Elite Collision Centers, creating a 14-store regional MSO company. Since the transaction, more stores have been added, all within a day's commute. The company is also focused on keeping its geographic footprint within Southern California.

As a regional MSO, all shops have been homogenized in their appearances and processes. With Pacific Elite Collision Centers' growth, we have never wavered from our core values. We hold our employees to the highest standards and our customers as our number one priority. We are a family owned operation that works closely with all major insurance carriers. We have implemented using Lean practices and Lean thinking to gain that scalable and sustainable performance. The stores now have identical workflow processes, management tools, blueprinting, parts procurement, customer service, and communication channels.

Corporate operations are centralized at the company's Downey East location. Departments include; human resources, accounting, sales and marketing, finance, insurance strategic accounts, vendors relations, compliance and auditing team.



Resumes:

- General Manager:
 - Alex Morales
 - 23 Years in collision industry
- Collision Advisor:
 - Mike Buice
 - 18 years in collision industry
- Office Manager:
 - Sarah Grant
 - 20 years in collision industry
- Technicians
 - Combined 85 years in collision industry

Financial Stability:

- Competence:
 - 2018 Customer Service Survey Results – all makes and models:

CSI SHOP SUMMARY REPORT 🖨️ ⬇️

Shop	Sent	Completed	Percent Completed	Quality	Service	On Time	Informed	Cleanliness	Recommend Shop	Vehicle Returned	Overall	NPS
Pacific Elite - Long Beach	449	187	41.6	96.0%	97.1%	91.4%	96.3%	96.3%	95.9%	90.9%	94.7	88.2
Total	449	187	41.6	96.0%	97.1%	91.4%	96.3%	96.3%	95.9%	90.9%	94.7	88.2

Experience:

- Owners started in 1998
- Pacific Elite Inc - incorporated 2013

Expertise to meet City's Operational needs:

- Pacific Elite Collision Centers – Long Beach currently under contract with City of Long Beach repairing vehicles.

Conformance:

- Pacific Elite Collision Centers agrees to terms within this agreement.



Reasonableness of Cost:

- Financial Statement – Detail available upon request.
- Summary:
 - Assets
 - \$13,634,040.05
 - Liabilities & Equity
 - \$13,634,040.05
 - Income
 - \$61,531,827.57
 - Expenses:
 - \$25,106,393.19
 - Net:
 - \$1,351,310.24

References:

Requirement is for 5 references from similar projects performed for state and/or large local government. Pacific Elite Collision Centers has only one project for references. Current project is with City of Long Beach.

- Client:
 - City of Long Beach
- Project:
 - Pacific Elite Collision Centers – Long Beach is performing collision related repairs, including body, frame and refinish on any light, medium duty vehicles for the City Fleet Services Bureau, Harbor and Water Departments
- Project Dates:
 - 5/2018 – Current / 2019
- Staff:
 - Same
 - General Manager:
 - Alex Morales
 - 23 Years in collision industry
 - Collision Advisor:
 - Mike Buice
 - 18 years in collision industry
 - Office Manager:
 - Sarah Grant
 - 20 years in collision industry
 - Technicians
 - Combined 85 years in collision industry

Project Manager:

Michelle King / 562-570-6020 / Rollie Harvey 562-570-5425



Submitted By: _____

A handwritten signature in black ink, appearing to read "Gregg Boyd", written over a horizontal line.

Print: Gregg Boyd

Title: Chief Business Development Officer

Date: 3/11/2019

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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EXHIBIT "B"

Rates or Charges



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach

Request For Proposals Number FS 19-042

For

Light and Medium Duty Auto and Truck Body Repair

Release Date:	02/08/2019
Mandatory Pre-Proposal Meeting:	02/21/2019
Questions Due to the City:	02/27/2019
Posting of the Q & A:	03/05/2019
Due Date:	03/12/2019

City Contact: *Michelle King* Buyer, II 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Pacific Elite Collision Centers - Long Beach Contact Person Alex Morales

Address 1851 Obispo Ave. City Signal Hill State CA Zip 90755

Telephone (562) 597-1306 Fax (562) 494-6135 Federal Tax ID No. 80-0961112

E-mail: longbeachsouth@pacificelite.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand and agree to all terms and conditions herein. Date 3/11/2019

Signed 

Print Name & Title Gregg Boyd / Chief Business Development Officer

Rev 2016 0919



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

10. COST

Light and Medium Duty Cars and Trucks, Body, Frame, and Finishing Repairs Using Labor Rate Schedule as Listed in Current Mitchell UltraMate or Approved Equal Collision Estimating Guide

ITEM	UNIT	DESCRIPTION	LABOR RATE
1	Hr.	R&R (Remove Replace) and Repairs	\$ 44.00
2	Hr.	Frame Straightening and Repairs Set Up	\$ 60.00
3	Hr.	Painting	\$ 44.00 / \$34.00 PM
4	Hr.	Mechanical	\$ 90.00

New Replacement Parts as Listed in Current Mitchell UltraMate or Approved Equal Collision Estimating Guide

ITEM	ESTIMATING GUIDE	SOURCE OF ORIGIN	COST PLUS
1		DOMESTIC	30 %
2		ASIAN	30 %
3		EUROPEAN	25 %

ADDITIONAL SERVICES

ITEM	DESCRIPTION	FIXED RATE
1	Two Wheel Alignment	\$ 75.00
2	Four Wheel Alignment	\$ 90.00
3	Air Conditioning, E&R, R134, including Freon	\$ Per Invoice
4	Detail Interior - (entire inside including trunk - shampoo, vacuum, windows, etc.)	\$ 95.00
5	Detail Exterior - (wash, wax, etc.)	\$ 150.00
6	Detail Complete Package Interior/Exterior	\$ 225.00
7	Towing up to 14,000 lbs. GVWR	\$ Per Invoice



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

COMPLETE PAINT JOB - Light/Medium Duty

Use a 2017 Ford Interceptor SUV as the type of vehicle to quote for paint job. Paint jobs are to be to original standard paint

ITEM	DESCRIPTION	WARRANTY	FIXED RATE
1	S.S. Urethane, nonmetallic	3 YEAR	\$ 2500.00
2	S.S. Urethane, nonmetallic	5 YEAR	\$ 2500.00
3	S.S. Urethane, metallic	3 YEAR	\$ 2800.00
4	S.S. Urethane, metallic	5 YEAR	\$ 2800.00
5	S.S. Urethane, nonmetallic 2 tone	3 YEAR	\$ 3200.00
6	S.S. Urethane, metallic 2 tone	5 YEAR	\$ 3200.00
7	Base Coat Clear Coat, nonmetallic	5 YEAR	\$ 3500.00
8	Base Coat Clear Coat, metallic	5 YEAR	\$ 3500.00
9	Base Coat Clear Coat, 2 tone	5 YEAR	\$ 3800.00
10	Two Part Poly Urethane	6 YEAR	\$ 4000.00

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EXHIBIT "C"

City's Representative:

Eric Winterset, Superintendent of Fleet Maintenance

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

EXHIBIT "D"

Materials/Information Furnished: None

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333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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EXHIBIT "E"

Consultant's Key Employee:

Greg Boyd, Chief Business Development Officer
(562) 445-4629

Alex Morales, General Manager
(562) 597-1306

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664