

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

AGREEMENT

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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 FLEET COLLISION SERVICES, INC., a California corporation ("Contractor"), with a place of business at 14833 Lakewood Blvd., Paramount, CA 90723 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 FS19-042 ("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),

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

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

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

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

1 from the City.

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

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

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

16 3. COORDINATION AND ORGANIZATION.

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

25 B. The parties acknowledge that a substantial inducement to City  
26 for entering this Agreement was and is the reputation and skill of Contractor's key  
27 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
28 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.

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

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

19. INDEMNITY.

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

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

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

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

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

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

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

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.

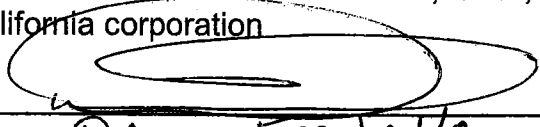
18 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
19 designed to or entered for the purpose of creating any benefit or right for any person or  
20 entity of any kind that is not a party to this Agreement.

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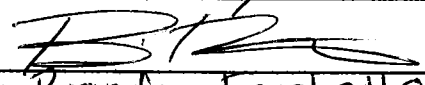
1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 FLEET COLLISION SERVICES, INC., a  
4 California corporation

5 July 2, 2019

By   
6 Name Danny Frechette  
7 Title President / CEO

8 July 2, 2019

By   
9 Name Brandon Frechette  
10 Title CEO / Vice President

11 **Tom Modica**  
12 **Assistant City Manager**

13 "Contractor"

14 **EXECUTED PURSUANT**  
15 **TO SECTION 301 OF**  
16 **THE CITY CHARTER**

17 CITY OF LONG BEACH, a municipal  
18 corporation

19 July 10, 2019

20 By   
21 City Manager

22 "City"

23 This Agreement is approved as to form on July 3, 2019.

24 CHARLES PARKIN, City Attorney

25 By   
26 Deputy

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



# EXHIBIT "A"

## Scope of Work

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

# FLEET COLLISION SERVICES INC.

## PROPOSAL

We are pleased to submit our proposal to the City of Long Beach, Fleet Services Auto Body Repair Services RFP FS 19-042.

Fleet Collision Services Inc has been a distinguish reputable business for 35 years. We have two locations to serve you:

- 1) JRF Collision Center located at 16900 Clark Ave Bellflower Ca 90706
- 2) Elite Restoration & Collision located at 14833 Lakewood Paramount Ca 90723

We have a 14 employees for both of our locations.

JRF Collision Center Inc., was established in 1985 and is one of the area's leading auto repair facilities equipped to serve our customer's needs. We have been voted best collision repair center in Bellflower. We are General Motors Certified, I-car Certified including Aluminum welding and aluminum repairs, we also have Laser frame measurement equipment for precise and accurate readings. We have an A+ rating for the Better Business Bureau, a 5-star Yelp rating, we use PPG paint line with a lifetime warranty, accepts all insurance carriers, JRF Collision center is a proud sponsor of local youth athletics, the Chamber of Commerce, The Bellflower Noon Lions Club, local ministries, services groups and Local High School activities.

- \* Established in 1985
- \* I-car Certified Technicians
- \* A+ Rating Better Business Bureau
- \* 5-Star Rating on Yelp
- \* PPG Paint Products Lifetime Warranty
- \* Local Youth Programs Sponsor
- \* Non-Profit Organizations Member
- \* Lifetime Workmanship Warranty
- \* Foreign & Domestic Certified Technicians



Danny Frchette, President

**Fleet Collision Services Inc.**

**CONFIDENTIAL REFERENCES**

1) George Chevrolet: 35 Years

17000 Lakewood Blvd Bellflower Ca 90706

562-925-2500 General Manager Brett Pate

2) South Bay Ford: 10 Years

5100 Rosecrans Ave, Hawthorne, CA 90250

714-715-6010 Tony Cousimano

3) Mustang Country: 35 Years

14833 Lakewood Blvd Unit B Paramount Ca 90723

562-633-2393 Owner: Allan Cohen

4) Alondra Brake & Wheel 35

9519 Alondra Blvd, Bellflower, CA 90706

562-804-2916 Owner/Manager Brian

5) R & D Air Conditioning 30

16811 Bellflower Blvd, Bellflower, CA 90706

562-804-7749 Owner Tom Lynn or Ernie

# FLEET COLLISION SERVICES INC.

## CONFIDENTIAL

### SUB-CONTRACTORS

South Bay Ford – 5100 Rosecrans Ave., Hawthorne, CA 90250

George Chevrolet – 17000 Lakewood Blvd., Bellflower, CA 90706

Alondra Brake & Wheel – 9519 Alondra Blvd., Bellflower, CA 90706

References: Gordon's Auto 562-867-5518

Bellflower Collision 562-804-1422

American Tire Depot – 9509 Alondra Blvd., Bellflower, CA 90706

References: J&D Corvette 562-804-5205

JC Auto Body 562-804-6482

Balcaceres Brothers Towing – 12826 Rosecrans Ave., Norwalk, CA 90650

References: Automobile Club of California (AAA) 800-400-4222

Additional sub-contractors may be used. We will notify City representative prior to using services of an additional sub-contractor.

FLEET COLLISION SERVICES INC.

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# CONFIDENTIAL FINANCIALS

# EXHIBIT "B"

## Rates or Charges

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**FLEET COLLISION SERVICES INC.**

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**COST PROPOSAL**

**RFP FS19-042**

**Auto Body Repair Services**

**We are pleased to propose our rates to the City of Long Beach**

**Including pages 16 & 17**

**Any additional charges would be for:**

**\* Towing as needed by the city at ACTUAL Cost.**

**\* Sub-Contractors for any additional work needed with a markup of no more that 20%**



City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> 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	\$ 48
2	Hr.	Frame Straightening and Repairs Set Up	\$ 60
3	Hr.	Painting	\$ 48
4	Hr.	Mechanical	\$ 80

**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	25 %
2		ASIAN	25 %
3		EUROPEAN	25 %

**ADDITIONAL SERVICES**

ITEM	DESCRIPTION	FIXED RATE
1	Two Wheel Alignment	\$ 55
2	Four Wheel Alignment	\$ 80
3	Air Conditioning, E&R, R134, including Freon	\$ 75
4	Detail Interior - (entire inside including trunk - shampoo, vacuum, windows, etc.)	\$ 125
5	Detail Exterior - (wash, wax, etc.)	\$ 125
6	Detail Complete Package Interior/Exterior	\$ 200
7	Towing up to 14,000 lbs. GVWR	\$ Per Invoice





City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> 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	\$ 6000
2	S.S. Urethane, nonmetallic	5 YEAR	\$ 6500
3	S.S. Urethane, metallic	3 YEAR	\$ 6000
4	S.S. Urethane, metallic	5 YEAR	\$ 6500
5	S.S. Urethane, nonmetallic 2 tone	3 YEAR	\$ 6800
6	S.S. Urethane, metallic 2 tone	5 YEAR	\$ 6200
7	Base Coat Clear Coat, nonmetallic	5 YEAR	\$ 7200
8	Base Coat Clear Coat, metallic	5 YEAR	\$ 7200
9	Base Coat Clear Coat, 2 tone	5 YEAR	\$ 7500
10	Two Part Poly Urethane	8 YEAR	\$ 8000

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# EXHIBIT “C”

City’s Representative:

Eric Winterset, Superintendent of Fleet Maintenance

OFFICE OF THE CITY ATTORNEY  
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Lona Beach, CA 90802-4664

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# EXHIBIT "D"

Materials/Information Furnished: None

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

# EXHIBIT "E"

## Consultant's Key Employee:

Danny Frechette, President  
(562) 708-1999

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