

1 **SERVICE AGREEMENT**

2 This Master Service Agreement (“Agreement”) is dated _____ and is
3 between the County of Fresno, a political subdivision of the State of California (“County”) and
4 each Contractor (each referred to as “Contractor” and collectively as “Contractors”), who is a
5 signatory to this Agreement and identified in Exhibit A to this Agreement, which is attached
6 hereto and incorporated by this reference.

7 **Recitals**

8 A. The County has need for light-duty vehicle collision repair services on an as-needed
9 basis.

10 B. On May 6, 2024, the County issued a Request for Statement of Qualifications (“RFSQ”)
11 No. 24-067 for repair services for light-duty vehicles that have been damaged in collisions,
12 which closed on May 17, 2024.

13 C. Each Contractor submitted a responsive bid to the RFSQ (“Responses”), and each of
14 the Contractor’s pricing is set forth in Exhibit C.

15 D. The Contractors are willing and able to provide light-duty vehicle collision repair services
16 on an as-needed basis to the County.

17 The parties therefore agree as follows:

18 **Article 1**

19 **Contractor’s Services**

20 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
21 Exhibit B to this Agreement, titled “Scope of Services.”

22 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
23 able to perform all of the services provided in this Agreement.

24 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
25 applicable federal, state, and local laws and regulations in the performance of its obligations
26 under this Agreement, including but not limited to workers compensation, labor, and
27 confidentiality laws and regulations. under this Agreement, including but not limited to workers
28 compensation, labor, and confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide a County Representative ("County Representative") to
4 represent the County, who will work with each Contractor to carry out the Contractor's
5 obligations under this Agreement. The County Representative will be the County Internal
6 Services Department's Fleet Services (ISD-Fleet) Manager, and/or their designee.

7 2.2 The County shall contact the Contractor on an as-needed basis to request services,
8 the process of which is described in Exhibit B.

9 **Article 3**

10 **Compensation, Invoices, and Payments**

11 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
12 the performance of its services under this Agreement as described in Exhibit C.

13 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractors
14 under this Agreement for the first year is \$245,000. The maximum compensation payable to the
15 Contractor for the second year of this Agreement is \$245,000. The maximum compensation
16 payable to the Contractor for the third year of this Agreement is \$245,000. Upon utilization of the
17 first one-year extension option, if any, this maximum shall increase by \$245,000. Upon
18 utilization of the final one-year extension option, if any, this maximum shall further increase by
19 \$245,000. The total maximum compensation payable to the contractor under this Agreement is
20 \$1,225,000 for the entire potential five-year term. Labor rates are set forth in Exhibit C. In the
21 event that the total compensation amount for each year is not fully expended, the remaining
22 unspent funding amounts shall roll over into each subsequent year's established compensation.

23 The Contractor acknowledges that the County is a local government entity and does so with
24 notice that the County's powers are limited by the California Constitution and by State law, and
25 with notice that the Contractor may receive compensation under this Agreement only for
26 services performed according to the terms of this Agreement and while this Agreement is in
27 effect, and subject to the maximum amount payable under this section. The Contractor further
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1 acknowledges that County employees have no authority to pay the Contractor except as
2 expressly provided in this Agreement.

3 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
4 agreement number to the County of Fresno, Internal Services Department, Attention: County of
5 Fresno Fleet Services, 4551 E. Hamilton Ave Fresno, CA 93702,
6 fleetservices@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days
7 after the month in which the Contractor performs services and in any case within 60 days after
8 the end of the term or termination of this Agreement.

9 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
10 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
11 address specified in the invoice.

12 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
13 expenses that are not specified as payable by the County under this Agreement.

14 **Article 4**

15 **Term of Agreement**

16 4.1 **Term.** This Agreement is effective on July 9, 2024 and terminates on July 8, 2027
17 ("Initial Term"), except as provided in section 4.2, "Extension," or Article 6, "Termination and
18 Suspension," below.

19 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
20 year periods only upon written approval of both parties at least 30 days before the first day of
21 the next one-year extension period. The Director of Internal Services/Chief Information Officer
22 or his or her designee is authorized to sign the written approval on behalf of the County based
23 on the Contractor's satisfactory performance. The extension of this Agreement by the County is
24 not a waiver or compromise of any default or breach of this Agreement by the Contractor
25 existing at the time of the extension whether or not known to the County.
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1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Internal Services/Chief Information Officer
7 County of Fresno
8 333 W. Pontiac Way
9 Clovis, CA 93612
10 isdcontracts@fresnocountyca.gov

11 **For the Contractor:**

12 As indicated in Exhibit A

13 5.2 **Change of Contact Information.** Either party may change the information in section
14 5.1 by giving notice as provided in section 5.3.

15 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
16 for or permitted under this Agreement must be in writing, state that it is a notice provided under
17 this Agreement, and be delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, or by Portable Document Format (PDF) document
19 attached to an email.

20 (A) A notice delivered by personal service is effective upon service to the recipient.

21 (B) A notice delivered by first-class United States mail is effective three County
22 business days after deposit in the United States mail, postage prepaid, addressed to the
23 recipient.

24 (C) A notice delivered by an overnight commercial courier service is effective one
25 County business day after deposit with the overnight commercial courier service,
26 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
27 the recipient.

28 (D) A notice delivered by PDF document attached to an email is effective when
transmission to the recipient is completed (but, if such transmission is completed outside
of County business hours, then such delivery is deemed to be effective at the next.

1 beginning of a County business day), provided that the sender maintains a machine
2 record of the completed transmission.

3 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
6 of Title 1 of the Government Code, beginning with section 810).

7 **Article 6**

8 **Termination and Suspension**

9 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least 30 days' advance written notice to the
12 Contractor, may:

- 13 (A) Modify the services provided by the Contractor under this Agreement; or
- 14 (B) Terminate this Agreement.

15 6.2 **Termination for Breach.**

16 (A) Upon determining that a breach (as defined in paragraph (C) below) has
17 occurred, the County may give written notice of the breach to the Contractor. The written
18 notice may suspend performance under this Agreement, and must provide at least 30
19 days for the Contractor to cure the breach.

20 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
21 time stated in the written notice, the County may terminate this Agreement immediately.

22 (C) For purposes of this section, a breach occurs when, in the determination of the
23 County, the Contractor has:

- 24 (1) Obtained or used funds illegally or improperly;
- 25 (2) Failed to comply with any part of this Agreement;
- 26 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 27 (4) Improperly performed any of its obligations under this Agreement.

1 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
2 County may terminate this Agreement by giving at least 30 days advance written notice to the
3 Contractor.

4 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
5 under this Article 6 is without penalty to or further obligation of the County.

6 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
7 6, the County may demand repayment by the Contractor of any monies disbursed to the
8 Contractor under this Agreement that, in the County's sole judgment, were not expended in
9 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
10 demand. This section survives the termination of this Agreement.

11 **Article 7**

12 **Independent Contractor**

13 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
14 agents, employees, and volunteers, is at all times acting and performing as an independent
15 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
16 venturer, partner, or associate of the County.

17 **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the
18 manner or method of the Contractor's performance under this Agreement, but the County may
19 verify that the Contractor is performing according to the terms of this Agreement.

20 **7.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
21 right to employment rights or benefits available to County employees. The Contractor is solely
22 responsible for providing to its own employees all employee benefits required by law. The
23 Contractor shall save the County harmless from all matters relating to the payment of the
24 Contractor's employees, including compliance with Social Security withholding and all related
25 regulations.

26 **7.4 Services to Others.** The parties acknowledge that, during the term of this
27 Agreement, the Contractor may provide services to others unrelated to the County.
28

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
7 the performance or failure to perform by the Contractor (or any of its officers, agents,
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit E to this
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
19 the County may examine at any time during business hours and as often as the County deems
20 necessary, all of the Contractor's records and data with respect to the matters covered by this
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
22 request by the County, permit the County to audit and inspect all of such records and data to
23 ensure the Contractor's compliance with the terms of this Agreement.

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three
27 years after final payment under this Agreement. This section survives the termination of this
28 Agreement.

1 10.3 **Public Records.** The County is not limited in any manner with respect to its public
2 disclosure of this Agreement or any record or data that the Contractor may provide to the
3 County. The County's public disclosure of this Agreement or any record or data that the
4 Contractor may provide to the County may include but is not limited to the following:

5 (A) The County may voluntarily, or upon request by any member of the public or
6 governmental agency, disclose this Agreement to the public or such governmental
7 agency.

8 (B) The County may voluntarily, or upon request by any member of the public or
9 governmental agency, disclose to the public or such governmental agency any record or
10 data that the Contractor may provide to the County, unless such disclosure is prohibited
11 by court order.

12 (C) This Agreement, and any record or data that the Contractor may provide to the
13 County, is subject to public disclosure under the Ralph M. Brown Act (California
14 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

15 (D) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure as a public record under the California Public
17 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
18 with section 7920.200) ("CPRA").

19 (E) This Agreement, and any record or data that the Contractor may provide to the
20 County, is subject to public disclosure as information concerning the conduct of the
21 people's business of the State of California under California Constitution, Article 1,
22 section 3, subdivision (b).

23 (F) Any marking of confidentiality or restricted access upon or otherwise made with
24 respect to any record or data that the Contractor may provide to the County shall be
25 disregarded and have no effect on the County's right or duty to disclose to the public or
26 governmental agency any such record or data.

27 10.4 **Public Records Act Requests.** If the County receives a written or oral request
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable law, to
2 possess or control, then the County may demand, in writing, that the Contractor deliver to the
3 County, for purposes of public disclosure, the requested records that may be in the possession
4 or control of the Contractor. Within five business days after the County's demand, the
5 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
6 possession or control, together with a written statement that the Contractor, after conducting a
7 diligent search, has produced all requested records that are in the Contractor's possession or
8 control, or (b) provide to the County a written statement that the Contractor, after conducting a
9 diligent search, does not possess or control any of the requested records. The Contractor shall
10 cooperate with the County with respect to any County demand for such records. If the
11 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
12 CPRA or other applicable law, it must deliver the record or data to the County and assert the
13 exemption by citation to specific legal authority within the written statement that it provides to
14 the County under this section. The Contractor's assertion of any exemption from disclosure is
15 not binding on the County, but the County will give at least 10 days' advance written notice to
16 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
17 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
18 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
19 failure to produce any such records, or failure to cooperate with the County with respect to any
20 County demand for any such records.

21 **Article 11**

22 **Disclosure of Self-Dealing Transactions**

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
27 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
28 the County before commencing the transaction or immediately after.

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
2 intent.

3 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
8 all applicable State of California and federal statutes and regulation.

9 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of
11 performance of any continuing or other obligation of the Contractor and does not prohibit
12 enforcement by the County of any obligation on any other occasion.

13 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
14 between the Contractor and the County with respect to the subject matter of this Agreement,
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
16 publications, and understandings of any nature unless those things are expressly included in
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
20 exhibits.

21 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
22 create any rights or obligations for any person or entity except for the parties.

23 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

24 (A) The Contractor is duly authorized and empowered to sign and perform its
25 obligations under this Agreement.

26 (B) The individual signing this Agreement on behalf of the Contractor is duly
27 authorized to do so and his or her signature on this Agreement legally binds the
28 Contractor to the terms of this Agreement.

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 See Attached Contractor Signature Pages

COUNTY OF FRESNO

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4 _____

5 Nathan Magsig, Chairman of the Board of
6 Supervisors of the County of Fresno

7 **Attest:**
8 Bernice E. Seidel
9 Clerk of the Board of Supervisors
10 County of Fresno, State of California

11 By: _____
12 Deputy

13 For accounting use only:

14 Org No.: 8910
15 Account No.: 7205
16 Fund No.: 1000
17 Subclass No.: 10000
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1
2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
3 day and year first hereinabove written.
4

5 CONTRACTOR

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7  A handwritten signature in black ink, appearing to read 'Art Velasquez', is written over a horizontal line. The signature is stylized and cursive. A yellow highlight is visible behind the signature.
8
9 (Authorized Signature)

10 Art Velasquez, Owner

11 Company Name:
12 Art's Auto Body & Paint

13 Email Address for Notices:
14 arts_auto_body@yahoo.com

15 Mailing Address:
16 1560 N. Blackstone Ave
17 Fresno, CA 93703

18 Telephone:
19 (559) 485-1608
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.

3
4 CONTRACTOR

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8 (Authorized Signature)

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10 Pedro F. Rodriguez Montano, CEO

11 Company Name:
12 Brothers Collision & Mechanical Repair, LLC

13 Email Address for Notices:
14 brotherscollisionfresno@gmail.com

15 Mailing Address:
16 3951 E. Ventura Ave
17 Fresno, Ca 93702

18 Telephone:
19 (559) 375-1557
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

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CONTRACTOR



(Authorized Signature)

Brent Stanton, General Manager

Company Name:
Francis Collision Centre


Email Address for Notices:
brents@franciscollision.com

Mailing Address:
2420 E. McKinley Ave
Fresno, CA 93703

Telephone:
(559) 485-1413

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 CONTRACTOR

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8 (Authorized Signature)

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10 Joseph Alanis, CEO/CFO

11 Company Name:
12 Greenway Auto Body


13 Email Address for Notices:
14 Joegreenway62@yahoo.com

15 Mailing Address:
16 1497 N. Blackstone Ave
17 Fresno, CA 93703

18 Telephone:
19 (559) 485-8468

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.

3
4 CONTRACTOR

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7 _____ 6-4/24

8 (Authorized Signature)

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10 Abraham Saohbiwi, CEO

11 Company Name:
12 Renew Auto Body & Paint

13 Email Address for Notices:
14 renewfresno@gmail.com

15 Mailing Address:
16 1567 N Effie St
17 Fresno, CA 93703

18 Telephone:
19 (559) 300-7222
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Exhibit A

Contractors

CONTRACTOR	PHONE NUMBER	BUSINESS ADDRESS	EMAIL ADDRESS
Art's Auto Body & Paint	559-485-1608	1560 N. Blackstone Ave, Fresno, CA 93703	arts_auto_body@yahoo.com
Brothers Collision & Mechanical Repair, LLC	559-375-1557	3951 E. Ventura Ave, Fresno, CA 93702	brotherscollisionfresno@gmail.com
Francis Collision Centre	559-485-1413	2420 E. McKinley Ave, Fresno, CA 93703	brents@franciscollision.com
Greenway Auto Body, Inc.	559-485-8468	1497 N. Blackstone Ave, Fresno, CA 93703	joegreenway62@yahoo.com
Renew Auto Body & Paint	559-300-7222	4567 N Effie St. Fresno, CA 93703	renewfresno@gmail.com

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Exhibit B

Scope of Services

On an as-needed basis, as determined and initiated by the County, the Contractor will provide light-duty vehicle collision repairs. Services will be rendered to all classes of automotive light-duty trucks, vans, SUV's, crossover vehicles, and cars. The County does not guarantee a minimum or maximum number of jobs to be awarded to any Contractor during the term of this Agreement.

The Contractor shall provide all labor, materials, and equipment required to restore, but not limited to, passenger cars, sedans, pick-up trucks, vans, small equipment one (1) ton and under (including Hybrid, CNG, NGV vehicles) to their original condition or better.

Contractor must operate a business within 50 miles of downtown Fresno CA.

Body repair services shall include, but are not limited to:

- Air bag service, repair, replacement
- Wheel alignments
- Aluminum and metalwork
- Anti-lock brakes service repair
- Autobody work
- Trim repair
- Windows
- Body rebuilding, modification, and full fabrication
- Woodwork
- Chassis
- Break service and repair
- Broken mirror repair
- Color matching
- High metallic color matching
- Chip and scratch repair
- Clear coat finishes
- Collision services

Exhibit B

- 1 • Dent repair
- 2 • SMC and fiberglass service and repair
- 3 • Frame straightening
- 4 • Glass and windshields
- 5 • Graphics
- 6 • Interior repairs
- 7 • Lettering
- 8 • Paint Removal
- 9 • Paint repair
- 10 • Painting
- 11 • Refinishing
- 12 • Paintless dent repair
- 13 • Pin-stripping
- 14 • Rust-proofing
- 15 • Two-stage and three-stage painting process
- 16 • Undercoating
- 17 • Uni-body service and repair
- 18 • Welding (aluminum, steel, & stainless steel)
- 19 • Air conditioning recharges
- 20 • Struts
- 21 • Suspension damage
- 22 • Hydraulics (lift gates, wet line, etc.)
- 23 • Equipment mounted on vehicles, etc.

24 **Contractor must abide by the following standards:**

25 **A.** Contractor must be in compliance with the California Automotive Repair Act to be
26 used with the Laws and Regulations Relating to Automotive Repair Dealers. Body and Paint
27 Shops shall have the licenses and permits to own and operate the equipment listed in Section
28

Exhibit B

1 3351.5(a) and (b) of the California Code of Regulations. Licenses and permits shall include a
2 spray booth permit number and a hazardous waste identification number.

3 **B.** Be able to reply to emails not later than the end of the next business day.

4 **C.** Provide free repair estimates and state the approximate turnaround time in the
5 estimate. If toxic waste disposal is applicable to the vehicles being repaired, the fee charged
6 must be itemized separately on the estimate. The Contractor's toxic waste/EPA identification
7 number must be printed on the estimates and invoices.

8 a. Estimates shall be itemized, a complete list of parts to be supplied and labor
9 options to be performed. Paint and items that go into the repair, like hardeners,
10 reducers, etc., can be listed as paint with a one-line entry.

11 b. Will absorb materials such as sandpaper, tape, shop supplies, etc., as part of
12 the Contractor's overhead.

13 **D.** During the course of repair, if additional damage is found which is not included in
14 original estimate, the County's Fleet Services Staff will have the option to inspect and approve
15 or disapprove the additional repairs. The Contractor must submit a revised estimate to be
16 emailed to the County's Fleet Services staff upon creation.

17 **E.** All estimates and revised estimates must be authorized by the County's Fleet
18 Services staff prior to the Contractor proceeding with repairs.

19 **F.** Estimates and revised estimates and final invoices must match.

20 **G.** Submit estimates, revised estimates, final invoices, photos, copies of sublet invoices,
21 alignment printouts, and other required paperwork by email, as attachments using any of the
22 following file types: PDF, xls, jpg, doc, or txt.

23 **H.** Final invoices shall be emailed or hand delivered at the time of completion and must
24 meet the requirements of the Business and Professions Code section 9884.8 and California
25 Code of Regulations section 3356.

26 **I.** All correspondence will include the County vehicle ID number, license plate number,
27 and type of correspondence (estimates, revised estimate, etc.).

28

Exhibit B

1 **J.** Quality parts must be Original Equipment Manufacturer (O.E.M.), no exceptions. New
2 parts shall be utilized for all repairs unless authorized in writing.

3 a. The contractor will agree to replace vehicle's structural components with
4 original factor components only and supply proof of purchase of said parts. Sheet
5 metal parts may be O.E.M., County approved aftermarket, County approved
6 recycled/used and will be noted as such on every estimate and invoice.

7 b. All parts replaced must be retained for inspection by County staff must retain
8 replaced parts for inspection.

9 c. Failure to notify the County's Shop Supervisor of substitution of a used part,
10 where the appraisal/estimate calls for a new part may be cause for termination of
11 a resulting Agreement.

12 **K.** The County reserves the right to supply necessary parts to accomplish the repair.

13 **L.** Apply painting materials according to the manufacturer's recommended procedures
14 and apply material that will provide, at minimum, equal longevity compared to the original paint
15 and procedures.

16 **M.** All installations and fabrication are subject to the original manufacture's standards
17 and must pass ISD-Fleet Services final quality control inspection.

18 a. There shall be no additional charges accepted for Contractor return due to
19 poor quality work. Only high-quality work will be accepted for final payment.

20 **N.** Make available free pick-up and delivery of vehicles/equipment.

21 a. All repaired vehicles must be delivered by a member of the Contractor's staff
22 who has the knowledge and experience to review and discuss the quality and
23 completeness of repairs.

24 b. If work was sublet by the Contractor, there will be no additional towing cost to
25 the County for towing/transferring the vehicle to a different repair facility.

26 **O.** All repair vehicles must be stored in a secure storage area or building, and the
27 vehicle shall be locked at all times when not being serviced.

28

Exhibit B

1 **P.** Provide a written guarantee or warranty of not less than for the life of ownership, no
2 exceptions.

3 a. Guarantee the reliability and the accuracy of the sublet repairs just as if the
4 work was done in house.

5 i. Supply sublet documentation when repairs are sublet.

6 ii. Guarantee that all structural procedures performed will return the
7 vehicle back to manufacturer's specifications and demonstrate the ability
8 to do so.

9 iii. Agree to perform any repairs according to the vehicle's factory
10 recommended repair techniques.

11 1. If no repair techniques are recommended, then Inter-Industry
12 Conference on Automotive Collision Repair (I-CAR) repair
13 procedures are to be used.

14 iv. Guarantee their product against any defect in workmanship or
15 materials.

16 v. Failure to comply with these requirements shall result in immediate
17 return of the vehicle at the expense of the Contractor for prompt repair.

18 Poor quality work may result in the cancelation of a resulting Agreement.

19 **Q.** All transportation and delivery charges for items necessary to perform services shall
20 be fully prepaid by the Contractor, F.O.B. Destination.

21 a. In extreme cases only, will the County pay for transportation or delivery
22 charges.

23 b. The County reserves the right to request special shipment/freight priorities on
24 parts which are needed immediately.

25 c. Only the County's Fleet Supervisor is authorized to request special
26 shipment/freight.

Equipment Requirements

Exhibit B

1 The Contractor will have the following equipment on their repair site or have access to
2 equivalent services via subcontracting:

3 **A.** A paint booth that is in legal compliance with all applicable laws.

4 a. The total facility shall conform to all applicable city, county, state, and federal
5 codes, with no exceptions.

6 b. The paint booth shall be large enough in size to accommodate vehicles of one
7 (1) ton and under.

8 **B.** A unibody dedicated bench system at the repair facility.

9 a. Personnel trained to use the unibody bench system. The bench system shall
10 be capable of making multiple body and structural pulls for straightening.

11 b. A frame machines with measuring system for full frame vehicles.

12 **C.** A proven state of the art frame straightening/alignment system for light duty vehicles
13 one (1) ton and under.

14 a. The frame rack operator shall be a certified professional who can return the
15 vehicle's frame to factory specifications. Frame equipment shall be able to
16 handle major wrecks (Heavy Hitters).

17 **D.** Agree to perform or sublet all vehicles in need of re-alignment.

18 a. This will be a thrust alignment for frame vehicles and four-wheel alignment for
19 unibody vehicles.

20 b. A print out of the readings after the alignment shall be provided with each
21 repair order, no exceptions.

22 c. If this work is sublet the Contractor will submit the name of the sublet vendor
23 that performed the alignment work. The sublet vendor's personnel must be
24 qualified to perform alignment work.

25 **E.** Own air conditioning recycling and charging stations for appropriate refrigerants as
26 required by law.

Exhibit B

1 a. The Contractor employees must be certified to use this equipment or agree to
2 have this service sublet to a repair facility that has the equipment and certified
3 employees.

4 b. The equipment shall meet all state and federal requirements for refrigerant
5 recycling.

6 F. MIG or other electric spot-welding equipment for body welding.

7 a. Gas welding is not acceptable, no exceptions.

8 b. The Contractor will ensure that the vehicle computer systems are
9 disconnected from the vehicle before any welding is done.

10 c. Any vehicle on board Computers damaged by not disconnecting the computers before
11 any welding operations will be replaced at no additional cost to the County.

12 Selection of Contractor

13 When services are required by the County, which will be on an as-needed basis throughout the
14 term of this Agreement, the County Representative will request bids from all Contractors listed
15 in Exhibit A. Bids are due within ten (10) business days following the issuance of the request for
16 bids. On an as-needed basis the County will provide the Contractors the opportunity to schedule
17 an appointment to view and inspect the applicable vehicles. The decision to require/allow an on
18 site inspection will be at the sole discretion of the County and the County will communicate such
19 information to all Contractors in writing at the time of release of its request for bids. The
20 selection of the Contractor will be based on the combination of overall cost and the
21 timeframe/availability estimate provided, which in the sole opinion of the County, offers the best
22 value for the County. Fleet Services staff will coordinate the work with the selected Contractor.

Exhibit C

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit C.

Labor rates shall be fixed for the entire initial term of the contract, which is three years. There is an option for two additional one-year extensions. A maximum of five percent increase per year may apply for any additional optional renewal terms utilized. The ISD Director/CIO has the authority to approve price increases up to a maximum of five percent per utilized extension term. Any planned price increase must be approved by the County at least 30 days before the increase goes into effect, not to exceed five percent.

Labor hours shall be charged on the basis of actual time spend on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Miscellaneous material and parts costs will be clearly notated on itemized quotes as provided during each short bid process.

Art's Auto Body & Paint	
Minor or Major Body Damage	Labor Rate Per Hour
Metal/Glass	\$95
Fiberglass	\$120
Frame	\$120
Refinish	\$95
Mechanical	\$120
Painting and Material	\$54
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$3 per occurrence

Exhibit C

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Brothers Collision & Mechanical Repair, LLC	
Minor or Major Body Damage	Labor Rate Per Hour
Metal/Glass	\$85
Fiberglass	\$90
Frame	\$100
Refinish	\$85
Mechanical	\$130
Painting and Material	\$50
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$5 per occurrence

Francis Collision Centre	
Minor or Major Body Damage	Labor Rate Per Hour
Metal/Glass	\$72
Fiberglass	\$72
Frame	\$85
Refinish	\$72
Mechanical	\$105
Painting and Material	\$45
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$5 per occurrence

Exhibit C

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Greenway Auto Body	
Minor or Major Body Damage	Labor Rate Per Hour
Metal/Glass	\$85
Fiberglass	\$85
Frame	\$95
Refinish	\$85
Mechanical	\$95
Painting and Material	\$52
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$5 per occurrence

Renew Auto Body & Paint	
Minor or Major Body Damage	Labor Rate Per Hour
Metal/Glass	\$89
Fiberglass	\$95
Frame	\$110
Refinish	\$89
Mechanical	\$110
Painting and Material	\$55
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$7.50 per occurrence

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit E

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement,

Exhibit E

certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for

Exhibit E

all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.