

EXHIBIT

1

CONTRACT FOR SERVICES
Automotive Collision Repair

This Contract (the “Contract”) is made and entered into this _____ day of _____, 2023, by and between the Brazoria County (“County”), and Caliber Collision, (Company), located at 2500 FM 528 Rd, Alvin, TX 77511. By entering into this Agreement, Company agrees that County is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the Brazoria County desires to obtain Automotive Collision Repair Services in accordance with Local Government Code Section 262.024(a)(11), and Caliber Collision (“Company”) desires to provide such services; and

WHEREAS, this Agreement between the Parties consists of the terms and conditions set forth herein, and in **Exhibit A**, identified as the proposal from the Company for the scope of services, and any document(s), attached and incorporated:

Automotive and Truck Collision Repair Services Contract

NOW, THEREFORE, for and in consideration of the agreed terms below, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide the services (“Work”) to the County, more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The County may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the County and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Contract shall be effective upon execution by Brazoria County for a period of one (1) year, unless sooner terminated under the terms set forth herein. It is agreed that County will have the option to extend the contract for up to four (4) additional one year terms, and that each party shall be allowed to renegotiate the fee schedule at the end of each annual term. In the event that the County wishes to extend this Contract, the County shall serve notice a minimum 30 days prior to contract termination.
6. **SCHEDULE AND DELIVERABLES**: The County and its agencies will cooperate with Company to facilitate the performance of the work described in the contract. Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A.
7. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the County and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants County the right to reschedule the performance(s) under the same terms and conditions of this contract.

8. **COMPENSATION**: The County shall compensate Company for the Work at the agreed upon pricing, provided in Exhibit A Scope of Work. Pricing under this Contract shall remain firm for the entire Contract term. For approved work under this Contract, Company will furnish an invoice to the County detailing activities performed and reflecting actual time and expenses incurred. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 2500 FM 528 Rd, Alvin, TX 77511. The County shall not be responsible for any payment to Company for any additional services or expenses except as provided in included in Exhibit A and except for such services and expenses approved by the County, or upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

9. **INSURANCE REQUIREMENTS**: Company shall provide all required Brazoria County certificates of coverage and all renewals throughout the duration of this Contract. For each policy except Workers' Compensation protection, Company shall notify the County a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the Brazoria County as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$1,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensationInsurance coverage shall be on an "**occurrence basis**"

10. **TERMINATION**: This Contract may be terminated prior to the conclusion of the term of this Contract by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, County shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Company or its subordinates and the County may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the County from Company is determined.

11. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall indemnify, save and hold Brazoria County harmless, including County's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the County. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the County and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

12. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The County will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

13. PERMITS: The Company warrants and represents that it has obtained any and all permits, approvals, and licenses necessary for automobile collision repair services. All permits associated with the service shall be the sole responsibility of Company.

14. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

15. NO WAIVER: The failure of any party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

16. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for automobile collision repair services in Exhibits A and B and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The Company, by signing this agreement, acknowledges the Brazoria County is entering into this contract in its governmental capacity, and not a proprietary capacity.

17. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

18. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

19. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Brazoria County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts

of the State of Texas in all matters relating to or arising out of this Contract or the Work.

20. **NOTICES:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the County shall be sent to:

Brazoria County
Purchasing Director
111 E. Locust St.
Suite 100
Angleton, Texas 77515

Caliber Collision
2500 FM 528 Rd
Alvin, TX 77511

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

BRAZORIA COUNTY, TEXAS

Company Name

By: _____
L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

By: _____

EXHIBIT A – SCOPE OF WORK

AUTOMOTIVE AND TRUCK COLLISION REPAIRS

SPECIFICATIONS

I. PURPOSE:

Brazoria County desires to establish an Annual Contract with an experienced firm for Automotive and Truck Collision Repair on an as-needed basis.

II. SCOPE OF WORK:

A. Company agrees to provide, upon request, an itemized auto body repair estimate for a damaged vehicle in accordance with the standards of the automobile collision repair industry. Such estimate shall not include a charge for sales tax.

B. Company agrees, after approval by the County, to provide professional repair/restoration work to damaged Brazoria County vehicles in accordance with the itemized auto body appraisal provided to the County.

C. Supplemental Work

1. The Company agrees to perform all repairs according to the itemized estimate appraisal. In the event that additional repairs are required, and that such additional repairs represent an increase in cost of more than twenty-five percent (25%) over the cost of the initial estimate, the Company will not proceed with repairs until and unless they are instructed to do so in writing by a representative of the County.

D. Parts

1. The Company agrees that if non-OEM rebuilt and/or reconditioned parts are used, such parts will meet or exceed the following standards:

- a. Brazoria County will be notified and must approve all non-OEM parts.
- b. New non-OEM parts are required to have the name, manufacturing logo and/or insignia visibly indicated, when applicable.
- c. Company will use OEM parts when applicable. Otherwise, Company warrants that the non-OEM, rebuild and/or reconditioned parts meet and/or exceed those of the original equipped manufacturer part being replaced for fitness and finish.
- d. USED parts are acceptable only as specified by Brazoria County appraiser, or authorized County Representative.

E. If new part is specified in the estimate and a suitable used part is available, the vendor shall contact Brazoria County's appraiser or authorized County Representative to determine if acceptable. If used part is accepted the original estimate shall be adjusted to reflect the change in cost; likewise, should a used part be specified in the original

estimate and found to be unavailable, Brazoria County's appraiser or authorized County Representative shall be contacted to determine and/or approve the substitution and, if appropriate, adjust the original estimate to reflect the change in cost.

F. Completion

1. Upon receipt of valid Brazoria County Purchase Order, the Company agrees to have the respective vehicle repaired within a reasonable time frame, not to exceed fourteen (14) working days after receipt. Requests for additional time must be approved by Brazoria County. Vehicles returned for additional work, prior to acceptance, shall be completed within five (5) working days.

G. Paint

1. Company warrants to "color match" all vehicles requiring painting. Unapproved and/or non-color matched vehicles will be repainted at the Company's expense, if found unsatisfactory by the County.

H. Vehicle Storage

1. Company will be responsible for adequate storage of all Brazoria County vehicles located on the Company's work site. Any storage fees incurred will be paid by Company.

III. VENDOR QUALIFICATIONS:

A. Inspection

1. Company agrees to allow the designated County representative to conduct periodic "on-site" inspections of any/all vehicles being repaired at the direction of the County for the purpose of insuring that all repairs are being performed in accordance with the agreed to estimate(s).

B. Equipment Requirements

1. Company warrants that they will maintain on-site such operable equipment/capabilities as are needed to complete the work required under this agreement, and to the standard required under this agreement, for the duration of the contract.

C. Acceptance

1. Acceptance of repairs shall be approved by authorized Brazoria County personnel.

D. Qualifications/Documents to be submitted with Bid

1. Company is to list location(s) where vehicles will be restored. Company must have at least one repair location within Brazoria County. Brazoria County reserves the right to inspect the facilities listed prior to award. Facilities found to be inadequate may result in rejection of offer. Company must provide a list,

in the space provided on the Price Form, of insurance companies where they are listed as a preferred body shop or where they have agreements to be paid directly by the insurance company.

IV. TERMINATION:

- A. Failure to comply and/or meet the requirements set forth in this document may result in cancellation of contract.
- B. Unsatisfactory work and/or on-going delays, problems and/or non-professional workmanship may also result in cancellation and/or stoppage of payments.
- C. Brazoria County defines on-going delays as repeated extensions for repairs and when two (2) or more vehicles have to be returned more than once for additional repair.

V. PRICING:

- A. Company will submit a "mark-up or mark-down" percentage cost to be applied to the rate table provided by Brazoria County or their representative.
- B. All work to be performed will be in accordance with the estimate provided to the County.

VI. PAYMENT:

- A. Brazoria County will authorize payment per vehicle, upon satisfactory completion, inspection and acceptance by Brazoria County for the vehicle.
- B. Repair work found unacceptable by Brazoria County representative will be corrected at the Company's expense.
- C. Company is subjected to non-payment for any/all repair/restoration work which is not authorized under the terms of the Agreement.

VII. WARRANTY:

- A. In addition, the Company agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance.

VIII. ESTIMATED QUANTITIES:

- A. Brazoria County has a fleet of approximately 825 vehicles consisting of various makes and models.
- B. Brazoria County's expenditures for auto body repairs in the past twelve (12) months were approximately \$ 120,000.00.
- C. Brazoria County does not guarantee that it will use Company's services for all or any of its repair needs and reserves the right to increase or decrease the repair services requested to meet its actual needs without any adjustments in the quoted pricing.

IX. INVOICING:

- A. All invoices submitted must itemize all charges related. Invoices submitted for a lump sum will not be accepted.
- B. Brazoria County reserves the right to request, at no additional cost, copy of vendor's parts and materials invoice(s) and any back-up documentation from item to time for informal audit purposes.

X. TAXES AND FEES:

- A. Brazoria County, and any other participating entities if applicable, will sign TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION to be maintained on file with the awarded vendor(s) for the duration of the contract.
- B. Estimates and Invoices provided to the County will not include a charge for sales tax.

XI. PAYMENT TERMS:

- A. Texas Government Code Chapter 2251, Payment for Goods and Services shall be followed. This included payment terms of net 30 days from receipt of invoice.

EXHIBIT B – RATE TABLE

BRAZORIA COUNTY FLEET COLLISION REPAIRS

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
1	MECHANICAL LABOR RATE (TO INCLUDE BODYWORK, MECHANICAL, FRAME STRAIGHTENING, DETAILING, AND SHOP MATERIALS)	HOUR	Body - 52 Paint - 52 mech - 99 Frame - 85
2	PAIN T AND PAINT RELATED MATERIALS (TO INCLUDE PREP, PAINT, CLEAR COAT, AND DETAILING)	HOUR	38
3	HAZARDOUS WASTE DISPOSAL PER JOB	EACH	5
4	PICK-UP AND DELIVERY CHARGE DRIVABLE	EACH	N/A
5	PICK-UP CHARGE NON-DRIVABLE	EACH	N/A
6	MARK UP/MARK DOWN PERCENTAGE	N/A	N/A