



**4. Guarantee/Warranty:**

Brakes                      12 months/12,000 miles  
Maintenance              6 months/6,000 miles

**5. Term:** This Agreement shall become effective on its execution by both the successful Contractor and the City Manager and shall terminate on 07/27/07. The City may, at its sole option, extend this contract for one-year periods, not to exceed five (5) years total.

**6. Contractors Liability Insurance:** The successful Contractor shall be required to provide and maintain insurance coverage as evidenced by a certificate of insurance filed with the Purchasing Division as follows:

The Contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u>		
Combined Single Limit:	\$1,000,000	Per Occurrence
	\$2,000,000	Annual Aggregate
<u>Garage Liability:</u>	\$1,000,000	Minimum Limit
<u>Garage Keepers Liability:</u>	\$200,000	Minimum Limit

Contractor is responsible for losses within the deductible amount.

The City of Yakima, its agents, elected and appointed officials, and employees are to be listed as additional insureds under the policies.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose o obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the

additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain workers compensation through the State of Washington.

If at any time during the life of the contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

This Certificate of Insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

7. **Hold Harmless.** All contracted activities to be rendered or performed under this Agreement shall be performed or rendered entirely at the Contractor's own risk and the Contractor expressly agrees to defend against claims or lawsuits and hold harmless the City and all of its officers, agency, employees, or otherwise, from any and all liability, loss or damage, including reasonable cost of defense, they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City which result from, arise out of or are in any way connected with the contracted activities to be performed by the Contractor or its subcontractors under this Agreement.
8. **Modification.** No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
9. **Venue Stipulation.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is understood and agreed that this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance.

Any action at law, suit in equity, or other judicial proceeding from the enforcement or breach of this Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Yakima County, Yakima, Washington.

- 10. **Service Delivery.** The Contractor shall perform Vehicle Maintenance Services under this Agreement in accordance with the policies and specifications delineated in the Scope of Services, which is attached hereto and incorporated as a part hereof. The City specifically reserves the right to set a limit on the amount of services to be provided by the Contractor based upon the City's budget.
  
- 11. **Extent of Agreement.** This Agreement, along with the Request for Proposal, Scope of Services, Acknowledgements, Technical Proposal, Technical Plan, Firms response, and any and all Exhibits and Attachments constitutes the entire agreement between the parties, and supersedes any prior negotiation, agreement or understandings.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above written.

CITY OF YAKIMA

\_\_\_\_\_  
(NAME OF CONTRACTOR)

By: \_\_\_\_\_  
Richard A. Zais, Jr., City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk