

CONTRACT FOR SERVICES

THIS AGREEMENT, entered into on February 9, 2015 by and between The City of Othello, Washington, (The City) and Bill Berk of Berk's Refrigeration, (The Contractor) and shall expire February 9, 2018 (Three Years).



1. **Acceptance and Authorization to Proceed:** The signature of the City's mayor hereon shall constitute acceptance of the provisions of this Agreement and is evidence that the mayor is authorized to enter into this Agreement. Execution of this Agreement shall be construed as authorization by the City for the Contractor to proceed with the work, unless otherwise provided for in any written authorization to proceed delivered with this Agreement.
2. **Scope of Work and Work Time line/Sequence:** The Contractor's Scope of Work shall be services related to maintenance of the City's traffic signal light systems and other City electrical systems as set forth in Exhibit A attached hereto and incorporated by this reference.
3. **Fees:** The fee for services shall be at the rate of \$80.00 per hour for the various tasks required of the Contractor to accomplish the purposes of this Agreement. In any calendar month during the contract period the charges for fees under this Agreement shall not exceed four hundred dollars (\$400) unless authorization is received from the Public Works Director for additional charges prior to those charges being incurred.
4. **Change in the Scope of Work:** If the City requires additional services beyond those listed, costs of those changes and services shall be negotiated at the time the change is requested. Service will be performed only after a further Authorization for Services or an amendment to this Agreement has been executed by the parties in writing and made a part of this Agreement.
5. **Invoicing:** Monthly invoices will be submitted by the Contractor for all the work performed under the terms of this Agreement within five days of the end of each calendar month. Properly submitted invoices will be paid within the month submitted.
6. **Venue of Jurisdiction:** In the event of any legal proceedings to enforce this Agreement, venue is agreed to be in Adams County, Washington.
7. **Professional Standards:** The Contractor shall be responsible for the level of competency presently maintained by others performing the same services in the City for the services furnished under this Agreement. The Contractor shall maintain in good standing at all times while performing under this Agreement a valid City business license and state of Washington contractor's license. As contractor, Berk's Refrigeration must comply with all Labor and Industries standards, and the safety standards of the State of Washington.
8. **Limits of Liability:**

8.1 The Contractor will perform the services required under this Agreement personally unless otherwise excused or unless a substitution of performance is accepted by the City prior to the performance of the service. The Contractor will perform the tasks required under this Agreement in a professional manner and to the standards referred to in this Agreement.

8.2 The Contractor is an independent contractor not employed by the City. The Contractor shall make no claims for benefits of employment against the City, including but not limited to sick leave, medical insurance, and coverage under the City's labor and industries policy, vacation benefits, retirement or unemployment compensation.

9. **Termination:** This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. If this Agreement is terminated, the Contractor shall be paid at the time of termination for services performed to that date at the next regular date for payment under the terms of this Agreement. The Contractor agrees to peacefully surrender to the City's designee all plans, reports or materials which came into the possession of the Contractor as a result of his execution of this Agreement or in the course of the execution of this Agreement.

The parties entered into this agreement on 2/9/2015.

CITY OF OTHELLO By  Shawn Logan, Mayor	CONTRACTOR By  Bill Berk, Berk's Refrigeration
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SCOPE OF WORK
EXHIBIT A

1. Provide maintenance and installation to City wide electrical systems to include:
 1. Traffic telemetry
 2. City Library
 3. City Hall
 4. City Shop
 5. City Well Repairs
 6. City Parks
 7. City HVAC systems
 8. Wastewater Treatment Plant (WWTP)