

**CITY OF CLEARLAKE
SERVICE CONTRACT**

Animal Care and Control Services.

Date submitted:

The undersigned agrees to complete the work specified in strict accordance with the general provisions within the attached Service Contract within sixty (60) calendar days after the date of the Notice to Proceed, for the following amount:

See Exhibit C Proposal \$375,000

Amount in words: Three hundred and seventy-five thousand dollars and 0 cents.

This includes all applicable taxes. The undersigned further agrees, for any contract award resulting from this proposal, to furnish evidence of insurance acceptable to the City as listed in Exhibit A and the Summary of Insurance Requirements and Indemnity as listed in Exhibit B.

Contractor's comments and exceptions:

Name and address of Contractor:

Signature of person authorized to sign

Signer's name and title (type or print)

License No.

Phone No.: _____

Federal ID Number or Social Security Number

NOTICE OF AWARD (This section for City use only) **Date of Award:** _____

The above proposal is accepted and the Contract is awarded to you.

By: _____ Title: City Manager

NOTICE TO PROCEED (This section for City use only) **Date of Notice:** _____
You are directed to proceed with the work upon receipt of this Award/Notice to Proceed.

By: _____ Title: City Manager

NOTICE OF COMPLETION **Date of completion:** _____

I hereby certify that the above contract has been completed and accepted by the City.

By: _____ Title: City Manager

CONTRACT

1. **SCOPE OF SERVICES:** Contractor shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in SPECIAL PROVISIONS section of this document. This Contract and its exhibits, attached or incorporated by reference, shall be known as the "Contract Documents." The Contractor enters into this contract as an independent contractor and not as an employee of the City.
2. **TIME OF PERFORMANCE:** The services are to commence upon execution and receipt of this Contract and shall be completed in a prompt and timely manner in accordance with the conditions of the Contract.
3. **COMPENSATION:** Progress payments may be paid bi-weekly upon completion of agreed upon portions of the work, or at the completion of services based on the amount of the proposal incorporated as Exhibit C. Invoices must be submitted to City Clerk at City Hall, 14050 Olympic Drive, Clearlake, CA 95422. 10% of all progress payments will be retained until a Notice of Completion has been signed.
4. **TERMINATION:** This Contract may be terminated, without cause, at any time by the City or Contractor upon 30 days written notice. Contractor shall be compensated for all services provided for in the Contract to that date. City shall be entitled to all work created pursuant to the Contract.
5. **CHANGES:** City or Contractor may request changes to the scope of services to be performed. Such changes must be authorized in advance by the City in writing. Mutually agreed to changes shall be incorporated in written amendments to this Contract.
6. **PROPERTY OF THE CITY:** It is mutually agreed that all work done, or materials prepared under this Contract shall become the property of the City.
7. **WARRANTY:** Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Contract in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines. Contractor guarantees the product from defects in workmanship and materials for a period of one year following completion and acceptance by City.
8. **LAWS TO BE OBSERVED:** All services performed by Contractor shall be in accordance with all applicable City, State and Federal ordinances, laws, requirements, restrictions and licensing provisions as the same now exist or as they may be modified or adopted in the future. Contractor shall observe all Cal/OSHA, state and federal rules.
9. **CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700:** Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing with any work of this Contract.
10. **INTEREST IN CONTRACT:** Contractor covenants that neither it nor any of its employees has any interest in this Contract which would conflict in any manner or degree with the performance of its services hereunder.
11. **NEGLIGENCE:** Contractor shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. City shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Contractor's employees.
12. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the insurance obligations in the agreement.
13. **INSURANCE:** Contractor shall not commence with any work before obtaining and shall maintain in force at all times during the term of this Contract, the policies of insurance as specified by the City and incorporated herein by this reference as Exhibit A.
14. **PREVAILING WAGES:** All work completed by the contractor shall be accordance with section 1720 et. seq. of the California Labor Code.
14. **RESERVATION OF RIGHTS:** The City reserves the right to request or obtain additional information about any and all submittals and to negotiate final details, including costs, of any contract. The City is not liable for any pre-contractual expenses incurred by any Consultant in relation to preparation or submittal of a proposal, negotiations with the City on any matter related to the Service Contract (if any).
15. **PUBLIC RECORDS:** All proposals submitted in response to this Service Contract become property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records.
16. **BUSINESS LICENSE REQUIRED:** Contractor and any associated sub-contractors shall be required to obtain a City of Clearlake business license.
17. **MISCELLANEOUS PROVISIONS:**
 - A. Contractor shall designate a project manager as its representative in all matters relating to the Contract.

The project manager shall remain in such capacity unless and until he is removed at the request of the City or replaced with the written permission of the City.

- B. Contractor shall not engage in unlawful employment discrimination.
- C. This Contract and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.

SPECIAL PROVISIONS

A. PROJECT DESCRIPTION

The City intends to award a contract for work as listed in **Exhibit C**. The work consists of furnishing all labor, materials, equipment, supervision and incidentals and performing all work required to complete the contract.

B. SCOPE OF WORK

The Contractor will provide all supervision, labor, equipment, supplies and materials for the project.

- See Exhibit A for specific insurance requirements.

C. POINT OF CONTACT

The following City employees are involved in this project:

Project Manager: Alan Flora, City Manager	994-8201
Contract Specialist: Melissa Swanson, Administrative Services Director/City Clerk	994-8201 x 106

The Contractor's primary contact is the Project Manager.

D. INQUIRIES

Technical inquiries regarding any phase of this project shall be made to Alan Flora (707) 994-8201. All contract, insurance or payment inquiries should be made to Melissa Swanson at (707) 994-8201 x 106.

E. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS – AS APPLICABLE

Contractor Registration

1. Effective January 1, 2015, per California State Labor Code Section 1771.1 (a), no contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor code section 1771.1(a)).
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. Notwithstanding any other requirements (including federal labor requirements), this contract may be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) as well as the City of Clearlake. Prevailing Wage requirements will apply.

EXHIBIT A

Insurance Requirements

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Coverage should be at least as broad as Insurance Services Office (ISO) CG 00 01, including but not limited to the requirements listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Clearlake.
- Required Evidence of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention.
- Coverage shall be continued for one (1) year after completion of the work.
- The City of Clearlake must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The City of Clearlake shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Clearlake as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Clearlake.
- The policy must cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status.
 2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Clearlake is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- The City of Clearlake must qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that the City of Clearlake is an insured; and
 2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

- Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A: VII.

E. Documentation

- The Certificate of Insurance must include the following reference: **Animal Care and Control Services**.
- The name and address for Additional Insured endorsements and Certificates of Insurance is **City of Clearlake, 14050 Olympic Drive, Clearlake CA 95422**
- Current Evidence of Coverage must be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

Exhibit B: Summary of Indemnity and Insurance Requirements:

1. This is a Summary of the Indemnity and Insurance requirements for Contractors providing services or supplies to the City of Clearlake. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound to these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance requirements may include additional provisions as deemed appropriate by the City of Clearlake, and if a conflict occurs, the broader requirements shall prevail.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits of Insurance carried by or available to the Contractor shall be available to the City of Clearlake and these insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The insurance obligations under this agreement shall be: 1- all the Insurance coverage and limits carried by or available to the Contractor; or 2- the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City of Clearlake.
3. Contractor shall furnish the City of Clearlake with original Certificates of Insurance including all required amendatory and Additional Insured endorsements (or copies of the applicable policy language effecting coverage required by this clause) as required in the applicable Agreement or Contract **and** a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to the City of Clearlake before work begins. The City of Clearlake reserves the right to require full-certified copies of all Insurance coverage and endorsements.

Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the insurance obligations in the agreement.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City of Clearlake.

Authorized Signature _____

Date _____

EXHIBIT C

CONTRACTOR PROPOSAL