

REQUEST FOR PROPOSALS

**ANIMAL CONTROL AND SHELTERING SERVICES
FOR THE CITY OF CLEARLAKE**

**ISSUED:
SEPTEMBER 22, 2025**

**PROPOSALS DUE:
OCTOBER 31, 2025, by 5:00 p.m.**

**CITY OF CLEARLAKE
CITY MANAGER'S OFFICE
14050 OLYMPIC DRIVE
CLEARLAKE, CA 95422**

Contact:
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(707) 994-8201

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CITY OF CLEARLAKE
REQUEST FOR PROPOSALS (RFP)
FOR ANIMAL CONTROL AND SHELTERING SERVICES

SECTION 1 – Introduction

Overview

The City of Clearlake (City) seeks proposals from qualified persons, agencies, entities, and/or organizations (hereinafter referred to as “Contractor”) to provide animal control, sheltering, and administrative services. The City seeks animal control and sheltering services including, but not limited to, enforcement of the animal regulations within the City’s Municipal Code, and the care and placement of impounded animals for the City. This Request for Proposal (RFP) provides qualified interested Contractors with information to adequately prepare and submit proposals for consideration by the City for animal control and sheltering services.

The City may require the Contractor to participate in additional rounds of more refined submittals before the ultimate selection of a Contractor is made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial proposal. The Contractor should also note that all proposals received shall become the property of the City and are subject to public disclosure. The Contractor shall indicate any requested restrictions on the use of information or data contained in their responses. Materials must be identified, and the Contractor must include a brief statement that sets out the reasons for the requested confidentiality. Those parts of a proposal that are marked confidential, proprietary, or business or trade secrets, as defined by law, shall only be disclosed to the public if such disclosure is required under the California Public Records Act or otherwise by law. Price information, however, shall be disclosable to the public. Marking the entire proposal as proprietary will neither be accepted nor honored. Failure by a Contractor to label materials as proprietary shall be deemed a waiver by a firm of any claim against the City for the release of said materials. Although the City intends to choose only a small number of the most qualified Contractors to interview, the City reserves the right to choose any number of qualified finalists.

Background

The City of Clearlake is one of two incorporated cities in Lake County, on the shores of Clear Lake. The City of Clearlake encompasses 10.1 square miles (6,464 acres). Incorporated in 1980, the City has a population of 16,685, making it the largest city in the County.

The City currently contracts with North Bay Animal Services (NBAS). A California non-profit corporation providing animal control, shelter services, and administrative services to the City since 2021.

Statistical Information - Calendar Year
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Intakes	Cats	Dogs	Other
2024	290	468	23
2023	154	273	39

Outcomes	Cats	Dogs	Other
2024	242	372	20
2023	109	236	40

Calls for Service	2023	2024
Cruelty/Neglect	84	60
Animal Bite/Dangerous	175	142
Bark Complaint/Enforcement	409	247
Owner Assist	157	138
Patrol	37	92
Police Assist	32	39
At-Large/Stray	1157	1354
Transport	12	3
Officer Follow-up	347	523
Welfare Check	150	133
Wildlife	87	63
Disaster Related	0	96
Total	2,647	2,890

On August 15, 2025, the City Council directed a notice of termination to NBAS, effective February 7, 2026 and ordered the preparation of a request for proposals for an animal control and sheltering services provider.

SECTION 2 – Scope of Services

The Contractor shall be qualified by experience and licensed to provide services that are focused on and committed to ensuring the care, protection, and regulation of all animals. Proposals will only be considered if they address the entire scope of the work described below. The City will accept joint proposals that involve collaboration between public and/or private/non-profit entities, working together to meet the full scope of work requirements. However, such a proposal must describe with particularity the way each entity would work together to fulfill the scope of work. Proposals should articulate the Contractor's level of experience in providing the type of work outlined in the scope of work and identify whether the work would be provided by the Contractor's employees or by subcontractors.

The successful Contractor will provide animal services for the City of Clearlake, with responsibilities that shall include but not be limited to the following core services: (1) Field Service is also often referred to as Animal Control; (2) Shelter Service, which includes Animal Care and Welfare; and (3) Administrative Service.

Field Services

The Contractor will provide field animal control services within the City boundaries. The hours of regular patrol may be modified to deal with specific problems as identified by the City and agreed to by both parties. A log of activities within the City boundaries will be maintained and made promptly available to the City upon request. Field services will entail response to requests for service from the Clearlake Police Department, citizen complaints, license compliance, investigations, routine patrol, removal of dead animals from City streets, and emergency services. The Contractor shall be solely responsible for receiving, prioritizing, and dispatching all animal control service requests within the City. The Contractor will maintain and operate its own dispatch system, including a publicly accessible phone number for service requests, and shall ensure adequate staffing to receive and assign calls during established service hours and for after-hours emergencies as agreed upon by the parties. The Contractor shall log all calls for service and resulting responses in its activity log, which shall be made promptly available to the City upon request.

Shelter Services

The Contractor shall provide full animal shelter services to community members residing within City limits. Proposals that include sheltering services within City limits or a reasonable distance from City limits are encouraged. These services will include, but not be limited to sheltering abandoned, surrendered, or stray animals; adoptions; pre-adoption spays and neuters; animal licensing; and humane euthanasia.

Administrative Services

The Contractor shall provide administrative services that include but are not limited to animal licensing services invoicing and processing; processing of rabies certificates, business services, billing, or fees; marketing of animal services, and preparation of annual mandated state bite report.

SECTION 3 – Minimum Requirements

Field Services

1. Investigate and Respond to the following:

- **Animal Bites:** Investigate reported bites by animals. The Contractor shall respond in person to all reported bites by dogs or suspected rabid or wild animals. As part of this response, the Contractor shall contact and interview the bite victim(s) (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Contractor shall provide Lake County Department of Public Health a copy of the animal bite report within twenty-four (24) hours of the report being made. Bite reports shall indicate who reported the bite incident to the City. The Contractor will also provide the Clearlake Police Department (CPD) with a copy of all animal bite reports within one (1) week of occurrence.
- **Animal Cruelty, Abuse, and Neglect:** Collaborate with CPD to ensure perpetrators of animal abuse are held accountable. Animal cruelty and neglect calls are responded to at any time of the day or night.

- Nuisance Complaints: Respond to nuisance complaints promptly.
 - Agricultural and Livestock Complaints: Respond to complaints involving agricultural or livestock animals. The Contractor shall investigate and take appropriate action in accordance with applicable laws and City ordinances.
2. Impoundment of Animals: Every owner, driver, or keeper of any animal who permits the animal to be in any building, enclosure, lane, street, square, or lot of any city, county, or judicial district without proper care and attention is guilty of a misdemeanor. Any peace officer, humane society officer, or animal control officer shall take possession of the animal and shall provide care and treatment for the animal until the animal is deemed to be in suitable condition to be returned to the owner.
 - Pick-up: Impound all animals picked up at large. All animals suspected of being rabid and/or that have bitten a person or other animal shall be impounded and handled as prescribed in the City Code.
 - Return: Encourage the return of any lost/stray animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
 3. Enforcement – Issuance of Warnings and Citations: Enforce all appropriate animal control and care-related provisions of the City Code, including but not limited to the issuance of warning notices or citations as necessary for violations of the provisions of the City Code or State law.
 4. Emergency Services: Emergency services will be provided to the City during hours not considered normal business hours. Services on holidays will be limited to emergencies only. Emergency services are those that require an Animal Control Officer's response to meet state mandates for injured dogs and cats, rabies control, and public safety issues.
 5. Routine Patrol: Includes abandoned, lost, and stray pick-up, dog park calls, and re-uniting animals with owners.
 6. Deceased Animals: Accept from the City for disposal, according to established policy, the remains of domestic and wild animals.
 7. Wildlife Calls: Handle all calls involving sick, injured, orphaned, dead, or rabies-suspect wildlife.
 8. Regular Field Service Hours: Animal Control will consist of a set schedule to include regular days and hours of operation, excluding City-recognized holidays. Animal-related complaints received by the City or CPD outside of regular animal control service hours will be forwarded to the contractor for follow-up.
 - Response Time During Regular Service Hours:
 - a. Emergency – Respond to animal medical and other emergencies involving danger to humans within thirty (30) minutes or less.
 - b. Non-Emergency – Respond to non-emergency animal control issues within (24) hours of being notified.

1. The City owns an existing shelter located at 6820 Old Highway 53, Clearlake. This facility may be utilized by the Contractor in an “as is” condition. Day-to-day maintenance and payment of all utilities will be the responsibility of the Contractor. Additional improvements or expansion of any facilities will need to be approved in advance by the City.
2. Housing of Animals: The Contractor shall be solely responsible for the costs associated with the care and feeding of animals.
3. Proper Care and Treatment: The best possible care and treatment shall be given to all animals held in the possession of the Contractor. Adequate food shall be provided, and the shelter shall not be overpopulated. The shelter shall provide means for isolation, quarantines, or pets held in protective custody so as not to expose the public or other sheltered animals to risk. An adequate number of dog kennels and cat cages shall be maintained in a clean and sanitary condition. City staff reserves the right to enter and inspect the premises during regular business hours.
4. Veterinary Care and Treatment: Provide veterinary care and treatment to meet the physical, mental, and behavioral needs of the animals in the Contractor's care.
5. Behavior Assessment: Implement a standardized method of evaluating a dog's behavior and temperament used to help make the best possible adoption matches as well as eligibility for euthanasia.
6. Rabies Control:
 - Vaccination Dogs: Implement a program to vaccinate all dogs four (4) months of age or older with an approved rabies vaccine and quarantining (strict isolation) of animals.
 - Vaccination Cats: Implement a program to vaccinate all cats three (3) months of age or older with an approved rabies vaccine and quarantining (strict isolation) of animals.
 - Rabies Vaccination Clinics: Clinics will be held strategically throughout the City.
7. Microchip: As best practice, all dogs and cats that come to the shelter are microchipped before adoption.
8. Animal Impoundment: All stray dogs and cats are held for a period of six business days, not including the day of impoundment, to give the owner a chance to claim the animal as per the Food & Agriculture Code (FAC) 31105, 31107, 31108, or 31752. If a cat is determined to be feral as defined per FAC 31752.5(a)(2), the cat will be held for three business days, not including the day of impoundment as per FAC 31752.5(c).
9. Fostering Training & Adoption Counseling: Provide training for potential foster parents and counseling for potential adopters to ensure the suitability and compatibility of the animal being fostered or adopted.
10. Spays and Neuters: Spay and neuter dogs and cats before adoption, or provide a voucher for the service.

11. Euthanasia: Carry out the humane and painless killing of an animal for medical reasons and aggression as per the Food and Agricultural Code Sections 31105, 31107, 31108, or 31752.5, and Penal Code Sections 597f and 597.1.
12. Shelter Business Hours: The Contractor will maintain a shelter that is open to the public during publicized regular business hours and days of operation, excluding City-recognized holidays.

Administrative Services

1. Fee Schedule: Proposal to include any recommended changes to the City fee schedule.
2. Business Services: Answer business-related questions for walk-in and phone-in customers, process impounds, adoptions, payments, rabies certificates, bite reports, document of case files, etc.
3. Billing: Prepare, mail, and process monthly invoice billings for license renewals, license, and shop fees.
4. Customer Service / Complaints: Receive and follow up on citizen complaints and provide excellent customer service. The contractor shall designate a primary and alternate contact person to address complaints.
5. State Mandated Bite Reports: Prepare and submit the annual State Mandated Bite Report per Title 17, California Code of Regulations, Section 2606.4(4). Bite reports shall indicate who reported the bite incident. Provide Lake County Department of Public Health a copy of the animal bite report within twenty-four (24) hours of the report being made. The contractor will also provide CPD with a copy of all animal bite reports within one (1) week of occurrence.
6. Staff Training: Assign personnel who are trained, qualified, and authorized to administer and/or enforce all laws, rules, and regulations; operate all necessary equipment; recognize animal breeds, diseases, and injuries; and administer first aid to animals in the field. The contractor shall ensure that each of its employees assigned to the City is trained and currently certified or will be certified within sixty (60) days, by State standards. The Contractor will ensure that personnel maintain the required certifications and status through the required continuing education credits.
7. Performance Metrics: Develop a customer service survey for animal services activities. The responses must demonstrate, at minimum, general satisfaction with the Contractor's performance of its assigned responsibilities and representing the City in the best light possible to members of the public, staff, elected and appointed officials, and the media.
8. Disaster Preparedness: Must have an animal disaster preparedness plan.
9. Regulation:
 - Enforcement: All enforcement activities shall be based on the City Code and applicable State laws. Criminal complaints for violations of State anti-cruelty laws will be filed with the District Attorney. Citations or abatements shall be brought to the City Attorney for prosecutorial consideration. Authorization from the Police Chief or

designee must be granted to the Animal Control Officer before the Contractor contacts the City Attorney. Administrative citations that are issued shall be provided to the police department.

- Licenses & Fees: The Contractor shall provide licensing services including license enforcement activities such as charging fees and costs, remitting monies, and maintenance of records per City Code and State law.

10. Personnel, Supplies, and Equipment: The Contractor at its expense shall provide all personnel, supplies, medications and pharmaceuticals, vehicles, and equipment necessary for the efficient and effective operation of animal services including, but not limited to animal control officers, clerical staff, vehicles, license tags and forms, citation forms, notices, and all necessary envelopes and postage.
11. Statistical and Narrative Information: The Contractor shall submit monthly reports to the City on monthly activity that includes but is not limited to statistical information, licensing, adoption, complaints, dog-bites, surrenders, community calls, and fees collected.
12. Public Act Record Requests: The Contractor shall respond and provide data to all public records act requests from members of the public in a timely manner consistent with state law. This applies to requests made directly to the contractor or to the city.
13. Marketing: The Contractor shall provide marketing services for events, adoptable animals, statistics, owner best practices and other information, both independently and in coordination with the City's public relations firm.
14. Program Management: Manage programs such as community outreach/education, volunteer and partnership, donations, and grant management to a scale that improves and contributes to the accomplishment of the animal services fiduciary duty.

SECTION 4 – RFP Schedule

The following is an estimated schedule for this RFP:

Activity	Due Date	Location/Platform
RFP Distribution	September 22, 2025	City Website
RFP Questions Due from Contractor	October 13, 2025	Submit through City Website
Release of Addendum to RFP, If Necessary	October 20, 2025	City Website
Proposals Due Date	October 31, 2025 5:00 p.m.	Submit through City Website
Invitation to Interview - Tentative	November 10, 2025	Email
Interview Panel - Tentative	November 17, 2025	City Hall

City Council Contract Approval - Tentative	December 4, 2025	City Council Meeting Agenda
Effective Date of New Agreement - Tentative	February 1, 2026	

SECTION 5 – Submittal Requirements

Proposals shall be submitted through the City Website/OpenGov portal. Proposals submitted by email or hard copy will not be accepted. The proposal shall be a Portable Document Format (PDF) file that can be viewed with standard PDF software. Proposals received after October 31, 2025, will not be accepted.

Content requirements are as follows. Each section should be labeled for ease of reference:

1. **Cover Letter:** The cover letter is to be signed by an officer of the firm authorized to execute a contract with the City. The cover letter must contain the following name of the company, address of business, phone number, and name of officer(s).
2. **Contractor Qualifications:** This section shall describe the areas of expertise of current permanent staff and the scope of services that can be provided by the proposer broken down by each core service. Include additional services not described in the RFP that may be provided as optional services.
3. **Key Personnel:** Identify the key contact for the contract and all personnel with staff biographies and resumes including certification information. There can be no change of key personnel once the proposal is submitted without prior approval of the City.
4. **Subcontractors:** Identify any portion of the scope of work that will be subcontracted. Include firm qualifications (brief) and key personnel, telephone number, and contact person for all subcontractors. The City reserves the right to approve or reject subcontractor services proposed by the contractor during or after the contractor review and selection process.
5. **Fee Information:** Provide a detailed fee schedule by task for the Scope of Services identified in Section 3 of this RFP. Identify sub-tasks and the respective costs in your fee schedule as necessary.
6. **Budget:** The City has a fixed available budget of \$375,000 per year for contract services. Contractor shall provide an overall budget for the service and clearly identify how services can be provided within the available City contribution or what other funding sources would be used to supplement services.
7. **References:** Provide a list of public sector experience and experience with public/private sector comparisons by the Contractor under which services like those required by this RFP were performed shall be listed in the proposal. Include a brief description of the services, dates the services were provided, and name and telephone number of references familiar with the services provided.

8. Conflict of Interest: The Contractor submitting the proposal must disclose to the City any actual, apparent, direct, indirect, or potential conflicts of interest that may exist concerning the company, firm, management, or employees of the company or other persons relative to the services to be provided.

SECTION 6 – Evaluation and Selection Criteria

The City shall review and evaluate all proposals received for their responsiveness and qualifications. The Contractor that is deemed to meet the following criteria most fully will be asked to negotiate scope and fee. Proposals will be evaluated based on the following criteria:

- Qualifications and Experience
- Staffing and Contractor References
- Cost of Services
- Compliance with RFP Requirements

SECTION 7 – Contract

The City's standard Service Contract and insurance requirements are attached to this RFP as Exhibit A. The City intends to use the contract terms, including the insurance and indemnification requirements. Should the Contractor wish to take exception to contract terms, the exceptions must be included in the appendix of the proposal. Any exceptions taken to the standard PSA must be approved by the City.

The PSA will be valid for three (3) years from the date of execution. The City may request to extend the contract annually for up to two (2) annual extensions. Each extension will be made by amendment to the executed PSA.

SECTION 8 – Incurred Expenses

The City will not be responsible for any costs incurred by proposers in the preparation and submittal of the proposal.

SECTION 9 – Public Information

The City holds the names and the contents of the submitted proposals in confidence until after the proposal submission deadline and the written report to the City Council recommending a selection or other action has been issued by the City Manager. At such times, all the accepted proposals will become public record and will be available for inspection, except for certain excluded materials, which are permanently confidential. These consist of personal financial statements, credit reports, and rating sheets and notes resulting from the evaluation process. Proposers are, therefore, requested to submit any required financial statements on separate sheets.

SECTION 10 – Questions and Addenda

Should clarification or addenda be needed, all information will be sent by email to all interested firms and addenda will be posted on the City's website before the proposal's due date. All addenda shall become part of this RFP. Please note that the City of Clearlake business hours are

7:00 a.m. – 6:00 p.m., Monday through Thursday.

Questions concerning this RFP should be submitted through the City Website/OpenGov portal. If there are issues with the portal, questions can be addressed to Alan Flora at aflora@clearlake.ca.us

SECTION 11 – Reservations

- The City reserves the right to cancel the RFP process at any time.
- The City reserves the right to reject any, and all proposals and to waive any informality, technical defect, or clerical error in any proposal as the interests of the City may require.
- The City reserves the right to request additional information from a consultant after the proposals have been submitted.
- The City reserves the right to modify the scope of work as it finds it necessary to meet budget limitations or address other needs.

EXHIBIT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF CLEARLAKE
SERVICE CONTRACT

(NAME OF PROJECT)

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 \$

Amount in words: _____ dollars and _____ 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 upon ten 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:

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 Tina Viramontes (707) 994-8201 x 131. 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.

DRAFT

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: **Project Name**.
- 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.

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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

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