

**CITY OF CLEARLAKE
SERVICE CONTRACT**

Date Issued: June 10, 2021

Covering the work described in this Service Agreement, Insurance Requirements, and Special Provisions entitled:

**RFP- Austin Beach
Water Aeration, Water Testing and Water Monitoring
Clearlake, CA 95422**

Will be accepted at the City of Clearlake City Hall, 14050 Olympic Drive, Clearlake, CA 95422 no later than **June 28, 2021 by 4pm**. Information may be obtained by calling (707) 994-8201 x 131. **personal delivery or standard mail. All proposals must be submitted in a sealed envelope labeled "Austin Beach RFP"**.

Service Agreement (this section to be completed by Contractor) **Date submitted:** _____

The undersigned agrees, if this bid is accepted within 21 days after the date of opening, to complete the work specified in the Project Description Area in strict accordance with the identified documents and the general provisions within 21 calendar days after the Notice to Proceed, for the following amount:

\$_____ Total

Please refer to the Scope of Work section. When submitting bid, bidders must show a cost breakdown. For example: materials, labor, monitoring signages etc.

For additional unforeseen work related to this project, bidder will charge \$_____ per hour plus _____% overhead on materials. Bidder agrees to provide City with receipts.

This includes all applicable taxes. The undersigned further agrees, to furnish evidence of insurance acceptable to the City.

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 bid is accepted, and the Contract is awarded to you.

By: _____ Title: _____

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: _____

NOTICE OF COMPLETION (This section for City use only) **Date of COMPLETION** _____

The work that was agreed upon has been properly completed and inspected.

By: _____ Title: _____

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 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:** Payment will be made within thirty (30) days of the completion of specific services based on the amount of the bid. Invoices must be submitted to Facilities Coordinator at City Hall, 14050 Olympic Drive, Clearlake, CA 95422.
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.
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. **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 minimum period of one year following completion and acceptance by City.
7. **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.
8. **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.
9. **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.
10. **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.
11. **INDEMNITY:** Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or

volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

12. 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 Summary of Indemnity and Insurance Requirements.
14. PREVAILING WAGES: All work completed by the contractor shall be accordance with section 1720 et. seq. of the California Labor Code.
15. 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/she 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 of Clearlake would like to improve the water conditions in the Austin Beach area (located at 14077 Lakeshore Drive Clearlake CA 95422). Our goal is to improve the water quality for swimming, water sports and water recreation activities during the summer months. The water at Austin Beach needs an aeration system to create movement in the water. Floating weeds, sea grass and trash are driven into the beach area by the wind and water current. When this happens, they become trapped and decompose releasing nutrients and foul odors. This dead plant material causes dissolved oxygen levels to drop, stressing fish and wildlife, also decreasing water clarity.

We would also prefer an "aquatic bubble curtain" system to be installed as the aeration system, however we are open to other technology that could improve water quality. The operating principle of a curtain of bubbles consists in creating a wall more or less dense, a flexible bubble barrier that rises continuously from the bottom of the water to the surface. The effectiveness of the bubble curtain mainly depends on the frequency of the sound waves, the volume of the air injected, the size of the bubbles, the number of air diffuser lines used and the distance between the bubbles emanating from the diffuser lines. Cyanobacteria causes problems that will prevent residents from swimming in the water. For more information regarding Cyanobacteria please refer to the Lake County website at <http://www.lakecountyca.gov/Page13111.aspx>

Available utilities: The City will provide needed electricity to the site.

Project area: approximately 450 ft of beach frontage. Please refer to Attachment I

For water depth information please refer to https://usa.fishermapping.org/depth-map/clear-lake-ca/#add_block

Across the street from the Austin Beach area is the newly remodeled Austin Park. This park generates many events and activities. This Park has a playground, a volleyball area, a dog park and a state-of-the-art bandstand for concerts in the park. Better water conditions enhance park activities.

The City intends to award a contract for providing both knowledge and ability in the following areas:

*Installation of the infrastructure or aerating of the water at the Austin Beach. Please also describe the specific aeration system that you propose to install. Include a timeline for the installation, summary of the project and maintenance costs.

*Please also describe any education and additional information you can provide to staff.

*Bidder must list hourly billing for any unforeseen work related to this project.

*Bidder must list their electrical requirements for this project.

B. POINT OF CONTACT

The following City employees are involved in this project:

Project Manager:	Tina Viramontes	994-8201 x 131
Contract Specialist:	Melissa Swanson	994-8201 x 106

The Contractor's primary contact is the Project Manager.

C. INQUIRIES

Technical inquiries regarding this contract shall be made to Tina Viramontes (707) 994-8201 x131. All contract, insurance or payment inquiries should be made to Melissa Swanson. (707) 994-8201 x 106.

EXHIBIT A

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance 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.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to **the City of Clearlake**.
- 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 in excess of \$25,000.
- 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**.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to **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 name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: **The City of Clearlake, Attn: City Clerk, 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.

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 is 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.

PUBLIC CONTRACT CODE § 9204 REQUIREMENTS

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Summary of Indemnity and Insurance Requirements:

1. These are 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.

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 Contractors liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance 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 endorsements (or copies of the applicable policy language effecting coverage required by this clause) 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.

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