

**CITY OF CLEARLAKE
SERVICE CONTRACT**

NOTICE INVITING BIDS

Date Issued: August 29, 2019

Bids covering the work described in this Notice Inviting Bids, Insurance Requirements, and Special Provisions entitled:
CITY OWNED VEHICLES AND EVIDENCE TOWING SERVICES

will be accepted at the City of Clearlake City Hall, 14050 Olympic Drive, Clearlake, CA 95422, until 3:00PM local time on September 12, 2019. Information may be obtained by calling (707) 994-8251 x 313. **Sealed bid shall be addressed to the above address, City Clerk's Office, and marked to show bidder's name, address, title of project and date of opening.**

BID OR PROPOSAL (this section to be completed by bidder) **Date submitted:** _____

The undersigned agrees, if this bid is accepted within 30 days after the date of opening, to begin the work as necessary specified in strict accordance with the above identified documents and the attached contract provisions for a three-year period for the following amount:

\$ _____ All tows within city limits (Amount in words: _____ dollars and _____ cents.)

\$ _____ All tows within 30 miles of city limits (flat rate and/or cost per mile) (Amount in words: _____ dollars and _____ cents.)

\$ _____ All tows over 30 miles from city limits (flat rate and/or cost per mile) (Amount in words: _____ dollars and _____ cents.)

_____ Minutes response time

This includes all applicable taxes. The undersigned further agrees, for any contract award resulting from this bid, to furnish evidence of insurance acceptable to the City.

Bidder's comments and exceptions:

Name and address of bidder:

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: _____

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 City Clerk 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 'Exhibit A' and 'Exhibit B'.
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.

D. Contractor hereby agrees that Contractor meets all requirements of the current California Highway Patrol Tow Service Agreement (COPY OF AGREEMENT AVAILABLE UPON REQUEST TO CITY CLERK).

16. NON-EXCLUSIVE RIGHTS: Contractor acknowledges that City may enter into agreements with other contractor for services similar to the services that are subject to this Service Contract or may have its own employees perform services similar to those services contemplated by this Service Contract.

SPECIAL PROVISIONS

A. PROJECT DESCRIPTION

The City intends to award a contract for providing tow service for City vehicles and evidence vehicles. The work consists of furnishing all labor, materials, equipment, supervision and incidentals and performing all work required to complete the contract.

B. POINT OF CONTACT

The following City employees are involved in this project:

Project Manager:	Police Captain Tim Celli	994-8251 x 313
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 Captain Celli. (707) 994-8251 x 313. All contract, insurance or payment inquiries should be made to Melissa Swanson at (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.



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. 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 Contractors 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