



FIXED BID SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into as of _____ 2023, (the "Effective Date") between _____ ("Client") and Coastal Aquatics, LLC, a California limited liability company ("CA").

Agreement

Services Provided by CA. The Services provided by CA will be described in one or more Statements of Work as may be agreed upon by the Parties from time to time. Each such Statement of Work must be signed by both Client and CA prior to CA performing any work, and each such Statement of Work will be deemed a part of this Agreement and is hereby incorporated by reference.

Each Statement of Work shall specify the nature, location, and duration of the Services, and the compensation to be paid by Client for such Services, as well as the manner in which such Statement of Work may be terminated.

Fixed Bid: The Parties have agreed on a fixed bid amount to complete the work specified in the Scope of Work. If the job takes longer than expected, CA will not increase the bid, accordingly, if CA can complete the job ahead of the estimated time, CA does not reduce the bid amount.

Change Orders: In the event Client wishes to add to the Scope of Work, all such additional work will be billed at a standard \$3,000 per day.

Independent Contractor Status. It is expressly agreed that CA is acting as an independent contractor in performing the Services.

Acceptance of Services and Deliverables: Client agrees to observe the work in process. If Client is unsatisfied with the quality of work, the speed of execution, or is, for any other reason unsatisfied with the work of Coastal Aquatics, Client shall immediately notify the workers and demand that the work be discontinued. Client agrees to pay for each full day performed up to the point of cancellation at Coastal Aquatics' \$3,000 per day daily rate. However, Client shall not be liable for the remainder of the bid price. If Coastal Aquatics commences work in the morning, the prior days work shall be considered satisfactory.





For Example: If CA bids \$30,000 for a 10 day project, and, midway through the third day, Client is dissatisfied, the Client shall only be liable for the first two FULL DAYS, or \$6,000, and shall be released from any further obligation.

Licensing Notice: Coastal Aquatics, LLC is not licensed with the California State Contractors Licensing Board. The California State Contractors Licensing Board has already, and specifically ruled that weed removal is a maintenance activity and does NOT require a Contractor's License. Note that Coastal Aquatics, nevertheless, has the right to file Mechanics Liens in the event of non-payment.

Mechanics Lien Warning: Anyone who helps improve your property, but who is not paid, may record a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. If a Court finds the lien is valid, you could be forced to pay the contract amount or have a court officer sell your Property to pay the lien. You may also be required to pay any Attorneys Fees required to foreclose on the Mechanics Lien. Mechanics Liens can also affect your credit.

Insurance. CA maintains Commercial General Liability Insurance with a limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. Client may request a copy of said insurance.

Limitation of Liability. The Parties agree that Coastal Aquatics shall not be liable to Client for any consequential, indirect, special, incidental, or punitive damages of any kind, including without limitation, lost profits, loss of data, or frustration of business expectations, arising out of or related to this Agreement or the Services, even if any agent or employee has been advised of the possibility of such loss or damage.

The aggregate liability of all damages arising out of, or related to, this Agreement or the Services, will not exceed the aggregate amount of payments actually received by CA from Client under this Agreement during the one month period preceding the first event giving rise to liability.

Termination / Force Majeure. Client understands that CA/s may have to cancel some or all of this contract due to weather, mechanical problems, acts of god, lightning or other issues. CA reserves the right to cancel this Agreement prior to commencement of work for any reason – in such event neither side will have any liability to the other, and any deposits shall be returned. Furthermore, CA reserves the right to discontinue performance of the job at any time and for any reason. In the event, CA discontinues performance during a job, Client shall only pay for each full day of work preceding discontinuation of work.





Miscellaneous

Counterparts. This Agreement may be executed in one or more counterparts by original or facsimile or PDF signature, and each such counterpart will be deemed an original and will become effective and binding on the Effective Date.

Attorney Fees, Jurisdiction and Venue. Each of the Parties hereby submits to the exclusive jurisdiction of the State Courts located in Contra Costa County, California. If CA is required to pursue Client for non-payment, Client agrees to be responsible for CA's Attorneys fees.

The Parties hereby execute this Agreement as of the Effective Date.

CLIENT:

COASTAL AQUATICS, LLC

By:
Its:

By: Alex McBain, signing in his capacity as
Managing Member of Coastal Aquatics, LLC.





Statement of Work

Summary Description:

CA will perform the following services:

Project Scope:

Client's objectives for the work are as follows:

The following activities are included within the scope of the project and will be performed, managed and monitored by Coastal Aquatics, LLC.

Project Schedule:

CA has informed Client that it is fully booked and expects to start work on approximately

_____.

CA will not be liable if the start date is further delayed.

Fees:

The fees for the Services outlined in this SOW are a flat fee of \$_____.

15% of the Fees are due at commencement of the project and the remaining fees are due at completion.





Invoicing:

Client agrees to promptly pay CA:

(a) \$ _____ upon to commencement of work.

(b) \$ _____ at completion of work.

The parties hereto have caused this SOW to be executed as of the date first written above:

CLIENT

COASTAL AQUATICS, LLC

By: _____
Name:
Title:

By: _____
By: Alex McBain, signing in his capacity as
Managing Member of Coastal Aquatics, LLC.

