



REQUEST FOR PROPOSALS

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES FOR THE WALL PROPERTY OPEN SPACE FUEL REDUCTION

PREPARED BY THE TOWN OF FAIRFAX, CA

DATE ISSUED: Monday, February 2, 2026

PRE-SUBMITTAL MEETING Friday, February 6, 2026, 10:00 am to 11:00 am

REQUEST FOR INFORMATION Tuesday, February 10, 2026, 2:00 pm

DATE DUE: Tuesday, February 17, 2026, 12:00 pm

CONTACT: Nicole Marcucci, Wildfire Preparedness Coordinator
nmarcucci@rossvalleyfire.org
415-258-4686 EXT. 16

I. Introduction

The Town of Fairfax is seeking proposals from qualified consultants or consultant team to provide comprehensive California Environmental Quality Act (CEQA) Services for the Wall Property Fuel Reduction Project. The Wall Property Open Space is 100 acres of undeveloped open space that was acquired by the Town in September 2024. The land rises dramatically above Fairfax with three prominent ridgelines. The land is adjacent to the Upper Hawthorne Canyon property in San Anselmo. The Miranda fire road, which traverses the property, connects to the County's Wilder Trail leading to Loma Alta Open Space Preserve. The land's high point is 720 feet, the highest northern ridgeline above Fairfax. The land is a mix of native coast live oak woodland, grasslands, and chaparral and is a refuge for wildlife. The woodland also includes California bay laurel, Pacific madrone, California buckeye and big-leaf maple. Most of the property is bordered by residential neighborhoods and the trails are used by the community.

The property was approved for acquisition at the Town Council meeting on September 4, 2025. Since the acquisition, no maintenance work has been done. The property requires a wide range of fire fuel reduction work due to its proximity to residences.

The proposed fuel reduction plan is to use prescribed herbivory (goat grazing), manual thinning with hand tools, chainsaws, weed wrenches and the potential use of a masticator or other heavy machinery to maintain the Marinda Fire Road.

For more information and maps on the Wall Property visit the town's website:
<https://townoffairfaxca.gov/wall-property-project/>

II. Town of Fairfax, CA

The Town of Fairfax is located north of San Francisco within central Marin. It is approximately 2.2 square miles of suburban-rural character nestled in the hills. The population is approximately 7,500 people.

III. Scope of Work

The Town is seeking consultants with demonstrated expertise and experience in the following areas and with the following tasks as described below. The proposals shall include, but may not be limited to, the following services:

Environmental Review and Technical Report Preparation

Prepare environmental review documents pursuant to the California Environmental Quality Act (CEQA) to evaluate potential impacts associated with aspects of the projects. This may also include drafting of stand-alone technical reports to support a CEQA pathway determination. Specific tasks may include:

- **CEQA Preparation & Review.** Preparation of initial studies, (mitigated) negative declarations, environmental impact reports (EIRs), addenda to previous environmental documents, subsequent/supplemental EIRs, CEQA notices, exemptions and any necessary CalVTP information.
- **Technical Environmental Studies.** Preparation of issue-specific environmental studies (e.g., air quality, biological resources, cultural and historic resource evaluations, noise assessments, and transportation analysis).
- **Prepare CalVTP Addendum.** Drafting and preparing a Project Specific Analysis Addendum to the California Vegetation Treatment Program.
- **Notice Preparation.** Preparation of CEQA required notices, and filing services (e.g., Marin County Clerk Recorder and State Clearinghouse).
- **Public Meetings.** Attendance at staff and public meetings, including scoping meetings and/or public hearings.

Additional tasks include:

1. Identify the current fuel type of the landscape.
2. Provide adequate professional surveys by a subject matter expert required for the project.
3. Provide adequate cultural resource surveys and facilitate communications with the local presiding tribes.
4. Identify any state protected, federally protected or endangered flora or fauna species.
5. Recommend mitigation measures for any found protected and/or endangered species.
6. Provide a suggested timeline for completing work around blooming and or nesting periods.
7. Provide cost estimates for special surveys required by any special/endangered species found.

8. Forecast future maintenance schedules for treated areas.
9. Draft and write full comprehensive reports to properly file the project as an addendum to the California Vegetation Management Treatment Program (CalVTP).
10. File the documents and studies necessary with the local and state governments.

IV. Eligibility Requirements

The work products developed by the Consultant must be adequate to meet the requirements of the State CEQA Guidelines, State Planning and Zoning law, National Historic Preservation Act, and/or requirements of any reviewing agency. It is expected the Consultant shall have a thorough understanding of California Environmental Quality Act (CEQA) filing systems and the California Vegetation Treatment Program EIR (CalVTP).

V. Submittal Process

1. Timeline

Selection Timeline	Dates and Time
Announcement	February 2, 2026
Pre-Submittal Meeting (Optional)	February 6, 2026, 10:00 -11:00 am
Deadline for Requests for Information	February 10, 2026 by 2:00 pm
Responses to Requests for Information	February 13, 2026 by 3:30 pm
RFP Responses Due	February 17, 2026, by 12:00 pm
Evaluation	February 17-19, 2026
Contract Authorization by Council	March 4, 2026 * Anticipated

Please note: all times are in Pacific Standard Time.

2. Requests for Information:

- a. Any RFIs should be emailed directly to nmarcucci@rossvalleyfire.org. The subject line of the email shall be *RFI: Wall Property Fuel Reduction Project CEQA Services*

- b. Written responses to questions will be posted to the Town web site at <https://townoffairfaxca.gov/requests-for-proposals-and-bids/> no later than February 13, 2026 at 3:30 PM and will be available to all document holders. It is the responsibility of all interested proposers to access the website for this information.
 - c. All RFIs must be submitted in writing via email.
 - d. The deadline for RFIs is Thursday, February 10, 2026, 2:00 PM. Any RFIs received after this date will not be accepted.
3. Pre-Submittal Meeting (Optional) via Zoom:
- a. The Town will hold an optional pre-submittal meeting on Friday February 6, 2026 from 10 am-11 am. The meeting will be virtual using the following zoom registration link and information: [Optional Pre-Submittal Meeting Link](#)
 - b. Those who cannot attend the meeting may submit questions in writing per item #2 above.
4. Submittal Requirements: Submittal requirements provided in response to this RFP should include the following elements in the order below:
- a. **Cover Letter.** Please begin with a letter expressing your interest in the project, including what services your firm will provide, as well as your general qualifications, areas of expertise, and why your firm is particularly qualified to perform the requested services. Your cover letter also should identify your team, and the role of each firm on the team in the event this is a team submittal.
 - b. **Statement of Qualifications.** Please provide a description of the prime contractor, including the services you provide and background information on the company. Please describe what experience your firm has in the area(s) of service you intend on providing. Furthermore, please provide similar information on any subconsultants on your team. In addition to items you identify, please discuss:
 - a) What experience your firm has working with the Town of Fairfax or a Town/City of comparable size and/or geophysical nature on similar types of projects.

- b) What anticipated issues the Town should consider prior to and/or during the course of the assessment? What measures are recommended to avoid these issues?
- c) **Budget and Schedule.** Please indicate the personnel and hourly rates for each member of the firm and any sub-consultants that will be assigned to the project.
- d) **Key Personnel.** Please include the names of key personnel, their respective titles, their proposed roles in the project, and a brief statement of their availability to undertake work. This should be followed by a brief description of qualifications for the personnel members.
- e) **Project List.** Please include a list of similar or related projects completed by the firm, along with relevant background information, including project timeframe, and contact information for the client (name, email, and phone number). The client contact information shall constitute “references” for the consultant, and the Town may contact the listed individual(s) to discuss consultant performance. For projects that were completed by a team of consultants, please clarify the specific contribution of your firm. Similar information may be provided for sub-consultants.
- f) Disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents.

5. Format:

- a. Responses shall be submitted as one document via electronic mail in a printable PDF format with the subject line: *(Name of Organization) Response to RFP: Wall Property Fuel Reduction Project CEQA Services*. The response may include links to other documents and/or appendices, but the respondent should not assume these will be reviewed. All content the respondent feels is necessary for selection should be included in the body of the proposal.
 - b. No oral, paper or telephonic proposals will be considered. Proposals received after the deadline will not be considered.
6. All materials submitted shall become part of the proposal and may be incorporated into a subsequent contract between the Town and the selected Consultant.

7. Proposal submission:

- a. Submit proposal in a PDF format to the email above no later than 12:00 PM on Tuesday, February 17, 2026. Late submittals will not be accepted and will not be considered for this project.

VI. Method and Criteria for Selection

The Town will award consultant services contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications.

Based on the evaluation of submitted proposals, a list of the top qualified Consultants will be established. The Town reserves the right to select the top-ranked Consultant solely based on the written proposal. However, Consultants may be requested to participate in an oral presentation. Upon completion of the proposal evaluations and interviews (if requested), the Consultants will be ranked, and the top-ranked firm will be identified. If for any reason an acceptable contract cannot be negotiated with the top ranked Consultant, negotiations will commence with the next ranked Consultant.

The following criteria will be used to evaluate and rank the consultant proposals:

- Cost
- Quality and completeness of the proposal
- Experience completing projects of similar scope and complexity
- Experience of the proposed project team members
- Approach to project and demonstrated understanding of the work to be performed
- Availability to perform the work required
- Familiarity with issues and agencies in Fairfax and Marin County

VII. General Terms and Conditions

The Town reserves the right, at its sole discretion, to determine whether or not any aspect of a proposal satisfactorily meets the criteria established in this RFP. The Town reserves the right to seek additional clarification or information from the consultant, to confer with any consultant, and to reject any or all proposals with or without cause. In the event that the RFP is withdrawn by the Town, the Town shall have no liability to any consultant for any costs or expenses incurred with the preparation of a proposal or related work. The cost of preparing, submitting, and presenting a proposal is at the sole cost and expense of the Consultant.

1. Professional Services Agreement: The Consultant shall use the Town of Fairfax's standard Professional Services Agreement, which includes insurance requirements, details payment terms, subcontractor restrictions, etc.
2. The Town of Fairfax reserves the right to further negotiate the terms and conditions of the contract.
3. The Town reserves the right to approve all key personnel, individually, for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or the replacement is agreed upon by the Town. The Town must approve replacement staff before the substitute person is assigned to the Project. The Town reserves the right to request that the proposer replace a staff person assigned to the contract, should the Town consider such a replacement to be for the good of the project.
4. Work submitted that fails to meet legal requirements shall be corrected by the Consultant without additional cost to the Town of Fairfax.
5. All proposals submitted in response to this RFP become the Property of the Town of Fairfax and thus become public records, and as such, may be subject to public review.
6. The Town reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date and submittal requirements.
7. A Business license is required to submit a RFP with the town of Fairfax.

VIII. Attachment 1: Town of Fairfax Professional Services Agreement

**TOWN OF FAIRFAX
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 2022 by and between the Town of Fairfax, a public agency organized and operating under the laws of the State of California with its principal place of business at 142 Bolinas Rd., Fairfax, CA 94930 ("Town"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). Town and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Town is a public agency in the State of California and is in need of professional services for the following project: Management Consulting (hereinafter referred to as "the Project").

B. Consultant has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Town with Management Consulting Services as requested by the Town Manager.

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services by consultant at the rate of \$_____ per hour upon receipt of monthly invoices from Consultant.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$24,990.

3. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

4. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

5. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

6. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

7. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

c. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

d. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

e. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the Town, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the

Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

f. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

g. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Town nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

8. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Town's choosing), indemnify and hold the Town, its 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Town, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

9. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

Town of Fairfax

142 Bolinas Rd.

Fairfax, CA 94930

Attn: Town Manager

CONSULTANT:

***INSERT NAME, ADDRESS & CONTACT
PERSON***

and shall be effective upon receipt thereof.

10. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

11. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

12. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

13. Time of Essence

Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF FAIRFAX

CONSULTANT

By: _____
Town Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Town Clerk