



# FAIRFAX TOWN COUNCIL MEETING STAFF REPORT

**MEETING DATE** December 6, 2023  
**PREPARED FOR** Mayor and Town Council  
**PREPARED BY** Loren Umbertis, Director of Public Works  
**SUBJECT** Adopt Resolution Authorizing the Town Manager to Negotiate and Execute an Agreement with Marin Sanitary Service for Street Sweeping Services for a Period of Three (3) Years in an Amount Not to Exceed \$451,971

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## RECOMMENDATION

Adopt the resolution authorizing the Town Manager to negotiate and execute agreement with Marin Sanitary Service for Street Sweeping Services for a period of three (3) years in an amount not to exceed \$451,971.

## BACKGROUND

Street sweeping is an important component of the Town's State-mandated stormwater pollution prevention permits. It is also beneficial to reduce the incidence of localized flooding due to leaves and debris blocking storm drainage inlets.

The Town previously owned and operated its own street sweeper. In addition to operating the vehicle, staff also put out signage to notify residents of street sweeping days so that they could move their parked cars. The sweeper was a 2001 vehicle and no longer compliant with California Air Quality Board requirements for operation, which requires all diesel engines be 2010 or newer. The cost to purchase a new street sweeper with a standard diesel engine is estimated to be at least \$400,000. The cost to maintain and operate its own street sweeper would cost the Town approximately \$230,000 annually.

As a result, the Town began using Marin Sanitary Service on a temporary basis for sweeping services within a designated area of town one day per week (Monday), and in other areas of town as time allows. Without a regular schedule in those other areas, it is difficult to provide notice to residents to move their vehicles, which results in limiting the effectiveness of the sweeping.

On August 2, 2023 the Council authorized staff to issue a Request for Proposals (RFP) for street sweeping services.

## DISCUSSION

On October 4th, the Town issued a Request for Proposals (RFP) for street sweeping services. The RFP was uploaded to the Town's website, forwarded to Builder's Exchanges in Sonoma and Marin Counties, and was provided directly to Marin Sanitary Service, Mill Valley Refuse Service and Bay Cities Refuse Company. Responses from interested contractors were due on October 31, 2023.

The Town received only one response to the RFP, from Marin Sanitary Service, offering street sweeping services for a three (3) year term, with options to extend the term for three additional periods of three (3) years each. After not receiving responses from MVRS and BCRS, staff contacted both agencies asking why they did not submit RFP packages. Both firms indicated that they did not have the resources to accept new work at this time.

The RFP requested a quote for two (2) days of sweeping service per month for every month and expanded the area of street sweeping beyond the downtown area currently scheduled for one day a week, to include 16.41 miles of the 27.55 miles of Fairfax streets and roads as shown in Exhibit D. The MSS proposal (Exhibit B) came in at \$193,190 per year (plus indexed increases in years two and three), which was too high. Staff worked with Marin Sanitary Service to lower the cost by reducing the frequency of street sweeping in some months and focus more sweeping during wet weather months when debris removal is most critical. Known as a split schedule, this higher frequency of sweeping during the winter is typical in other communities, such as Larkspur, which shares many of the same geographical features as Fairfax.

Staff is recommending that the Council authorize the Town Manger to execute an agreement based on negotiations with MSS for street sweeping services two times per month during four months of the year and one time per month during the other eight months of the year, for an annual cost of up to \$143,370 for the first year, up to \$150,537 for the second year, and up to \$158,064 for the third year, for a total not to exceed amount of \$451,971 over three years. The increased costs in years two and three would be calculated by adding the first year cost (\$143,370) and an annual adjustment of 2.5% to 5% based upon Water, Sewer and Trash (WST) collection US City average adjustment Index from the Bureau of Labor Statistics.

Council may decide to increase street sweeping service up to two times per month every month of the year in the designated areas at a three-year cost of up to \$609,030, but Staff is not recommending this level of service at this time.

Additionally, the Council may decide to install permanent signs and enforce no parking during regular street sweeping hours, which would result in an additional cost for purchase and installation.

### **FISCAL IMPACT**

The proposed three-year street sweeping agreement, for a total not-to-exceed amount of \$451,971, is broken down as follows:

- Up to \$143,370 for the first year
- Up to \$150,537 for the second year
- Up to \$158,064 for the third year

The increased costs for the second and third years are based upon the WST index rate. The increase will be between 2.5% and 5%. The contract will be funded through the Street Maintenance Fund (01-511-821).

### **ATTACHMENTS**

- A. Proposed Resolution
- B. RFP Response from Marin Sanitary Service dated October 31, 2023
- C. 4-8 Month Split Schedule Rates
- D. Maps of street sweeping services in Town of Fairfax

**RESOLUTION 23-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX  
AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH  
MARIN SANITARY SERVICE FOR STREET SWEEPING SERVICES FOR A PERIOD OF THREE (3)  
YEARS IN AN AMOUNT NOT TO EXCEED \$451,971**

**WHEREAS**, street sweeping is an important component of the Town’s State-mandated stormwater pollution prevention permits, and is beneficial to reduce localized flooding due to leaves and debris blocking storm drainage inlets; and

**WHEREAS**, on August 2, 2023, the Town Council authorized staff to issue a Request for Proposals (RFP) for street sweeping services; and

**WHEREAS**, on October 4, 2023, the Town issued a Request for Proposals (RFP) for street sweeping services two times per month for a three (3) year term; and

**WHEREAS**, the Town received only one response to the RFP, from Marin Sanitary Service, at a three-year cost of \$609,030; and

**WHEREAS**, the Town worked with Marin Sanitary Service to lower the overall cost by reducing the street sweeping frequency from twice a month every month to a split schedule in which street sweeping services would be provided twice a month during four (4) months of the year and once a month during the other eight (8) months of the year for a total three-year not-to-exceed amount of \$451,971, which includes annual cost adjustments in years two and three based on the Water, Sewer and Trash collection US City average adjustment index from the Bureau of Labor Statistics (“WST”); and

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Town Council of the Town of Fairfax authorizes the Town Manager to negotiate and execute an agreement with Marin Sanitary Service for Street Sweeping Services for a period of three (3) years for a total not-to-exceed amount of \$451,971, broken down as follows:

- Up to \$143,370 in year one
- Up to \$150,537 in year two
- Up to \$158,064 in year two

**AND BE IT FURTHER RESOLVED** that the cost adjustment in years two and three shall be calculated by adding to the prior year’s cost an annual adjustment of at least 2.5% and no more than 5% based upon the Water, Sewer and Trash collection US City average adjustment index from the Bureau of Labor Statistics;

The foregoing resolution was duly adopted at a regular meeting of the Town Council of the Town of Fairfax held in said Town on the \_\_\_ day of \_\_\_\_\_ 2023, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Michele Gardner, Town Clerk



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# TOWN OF FAIRFAX

STREET SWEEPING PROPOSAL

ATTACHMENT B





**Marin Sanitary Service**  
**CONSERVATION — OUR EARTH, OUR MISSION, OUR JOB**

October 31, 2023

Loren Umbertis  
Public Works Director  
Town Hall - Town of Fairfax  
142 Bolinas Road  
Fairfax, CA 94930

Dear Mr. Umbertis:

Marin Sanitary Service is pleased to present the Town of Fairfax with our Proposal for Street Sweeping Services. Marin Sanitary Service has reviewed the requirements of the project as described in the Request for Qualifications, as listed.

As the current service provider for solid waste in the Town of Fairfax since 2004 we are certain our commitment to the community, local experience, passion for the industry, and a reputation for quality will ensure all objectives established in the RFP are satisfied. The costs outlined in this proposal shall be valid for three years.

We are a strong company bound by tradition with a keen vision for the future. Since the company's inception, we have always prioritized exemplary customer service and responsiveness. Our 75 years of service to Marin County has been marked by progressive innovation and environmental leadership providing the model for the California Integrated Waste Management Act of 1989 (AB 939).

As President of Marin Sanitary Service and its subsidiaries, I am proud to present this proposal to the Town of Fairfax. Should you have any questions or require additional information, please feel free to reach out to either myself or Justin Wilcock, Director of General Operations. We can be reached at:

**Patricia Garbarino, President**  
Phone: 415.485.5648  
[patty.garbarino@marinsanitary.com](mailto:patty.garbarino@marinsanitary.com)  
1050 Andersen Dr. San Rafael CA  
94901

**Justin Wilcock, Director of General Operations**  
Phone: 415.755.9528  
[justin.wilcock@marinsanitary.com](mailto:justin.wilcock@marinsanitary.com)

Thank you very much for your consideration.

Very truly yours,

  
Patricia Garbarino  
President

## 2. Contract Organization and Staffing

### Contractor Identification

- **Name:** MARIN SANITARY SERVICE
- **Address:** 1050 Andersen Drive, San Rafael, CA 94901
- **Contact:** Justin Wilcock – Director of General Operations  
[justin.wilcock@marinsanitary.com](mailto:justin.wilcock@marinsanitary.com)  
Phone: 415-755-9528 cell
- **24/7 Emergency Contact:**  
Justin Wilcock  
Mobile (707) 303-0033
- **Tax ID:** 94-1520192

## Approach and Method for Managing Contract

Marin Sanitary Service has a fleet of three sweeping trucks to cover the company's current sweeping commitments and provide sweeping service at company facilities. The company uses a Tymco 600 air sweeper with two rotating brooms and a vacuum system. Unlike other sweeper trucks with either a main broom or a vacuum, the regenerative air system dislodges debris, is directed to the central suction hose, and the air is then recirculated avoiding a dusty exhaust system. This results in a more effective cleaning without polluting exhaust. This truck, along with the other available trucks in the fleet will ensure that the company is able to provide consistent services without interruption due to equipment failure.



All routing for the company is communicated through a mobile tablet system. This can also help ensure the most efficient routing using RouteSmart software.

The company intends to complete the scope of work with one driver assigned to the Fairfax sweeping route.

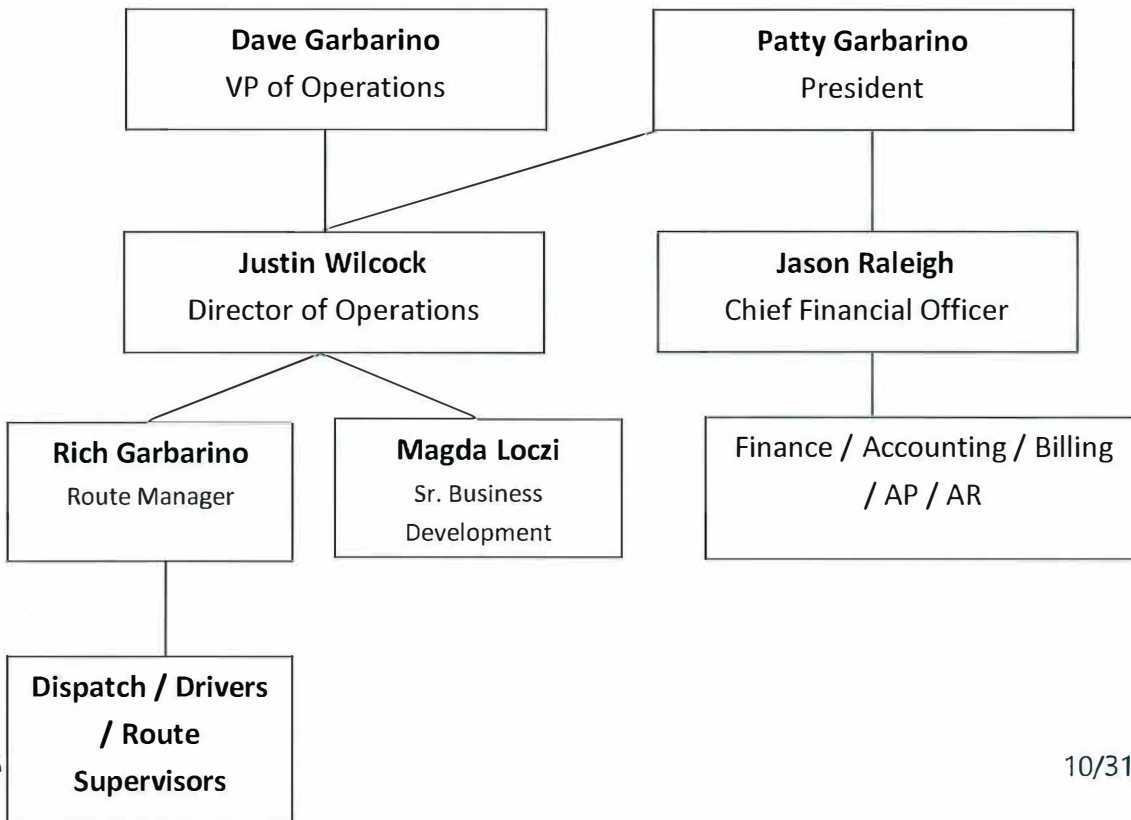
All driver costs are accounted for in the proposed labor allocation. Marin Sanitary Service has a current collective bargaining agreement with the Teamsters local No. 665. As such all wages paid are at or above prevailing wages prescribed by the California Labor Relations Board.

Justin Wilcock will oversee the contract in general. Magda Loczi will be responsible for implementation. Once in place, Rich Garbarino will oversee routing, dispatch, drivers, and route supervisors.

Accounting and billing will be managed by Jason Raleigh and his team. Billing will occur on a monthly basis. We will also be providing daily sweeping reports and monthly summary reports to the Town of Fairfax.

Any questions can be directed to the respective members on the contract team for the duration of the contract.

## Contract Team Members







**Patty Garbarino - President**

Patty Garbarino is the current President of Marin Sanitary Service and has been leading the company since 2000 when she chose to follow in her father, Joe Jr.'s footsteps to lead the company. She oversees all business contracts and general management. Patty's background is in education. A passionate and highly engaged resident, she also sits on several boards throughout San Rafael and Marin County. [Patty.Garbarino@marinsanitary.com](mailto:Patty.Garbarino@marinsanitary.com)



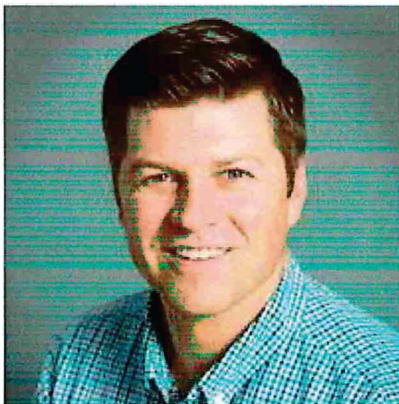
**Dave Garbarino – Executive Vice President of Operations**

Dave Garbarino is the son of Joe Sr., one of Marin Sanitary Service's original partners. He has spent his entire career with the company. A veteran of the industry, his responsibilities include oversight of all operations for Marin Sanitary Service. [Dave.Garbarino@marinsanitary.com](mailto:Dave.Garbarino@marinsanitary.com)



**Jason Raleigh – Chief Financial Officer**

Jason Raleigh has over twenty years of experience in financial and operational management across a diverse range of industries. His previous roles include experience in the pharmaceutical industry as CFO of NovaBay Pharmaceuticals and as Assistant Controller in the technology industry at Sonic Solutions. Jason oversees the finance team including accounting, billing, accounts payable and receivable. Between billing, accounting, and finance, Jason and his team estimate spending approximately 6 hours/week on this project. [jason.raleigh@MarinSanitary.com](mailto:jason.raleigh@MarinSanitary.com)



**Justin Wilcock – Director of Operations**

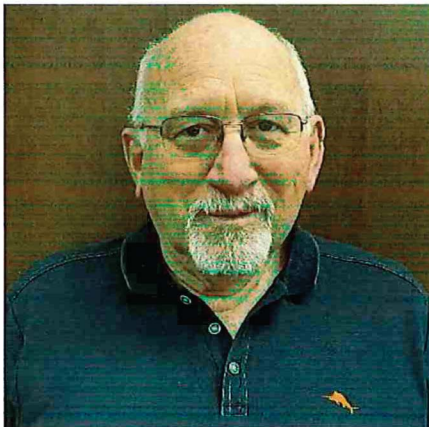
Justin Wilcock has been with Marin Sanitary since 2020 and is responsible for overseeing the day-to-day operations, fleet management, customer service, contract execution and safety. A self-proclaimed recycling geek and advocate for zero waste principles, his previous experience before joining Marin Sanitary Service includes roles with Sonoma County Resource Recovery and Waste Management EarthCare. Justin will be the contract director for the Town of Fairfax street sweeping and estimates spending 2 – 4 hours per week on this project.

[justin.wilcock@MarinSanitary.com](mailto:justin.wilcock@MarinSanitary.com) Phone 415-755-9528



**Rich Garbarino – Route Manager**

Rich Garbarino is continuing the legacy of Garbarinos working at Marin Sanitary Service as Route Manager. Son of Dave Garbarino, he has been with the company since 1992. Rich oversees day-to-day activities of all routes and is the main contact for route management issues for the Town of Fairfax street sweeping. Rich and his team estimate spending between 8 – 10 hours per week on this project. [Rich.Garbarino@marinsanitary.com](mailto:Rich.Garbarino@marinsanitary.com) Phone 415-302-3660



**Steve Rosa – Program Development Manager**

Steve Rosa has extensive operations experience having worked as a driver and manager with the company since 1981. Currently, Steve is our Program Development Manager working with our routing software and customer database. Steve is responsible for account set-up procedures and will work on ensuring proper set-up and initial billing of sweeping services. Initially, Steve will spend approximately 10 hours per week. We estimate Steve will then spend 2-4 hours per month maintaining and reporting data for Fairfax sweeping. [Steve.Rosa@marinsanitary.com](mailto:Steve.Rosa@marinsanitary.com) Phone (415) 456-2601 x3224



**Magda Loczi – Senior Business Development Manager**

Magda Loczi joined Marin Sanitary in April 2023. Her background includes franchise development and marketing for The Walt Disney Company in the Consumer Products division where she developed revenue streams for Disney Channel and Walt Disney Studio productions. She is responsible for the preparation and implementation of contract proposals. Magda is estimated to spend 5 – 10 hours per week on this project. [Magda.Loczi@marinsanitary.com](mailto:Magda.Loczi@marinsanitary.com) Phone 707-361-0450



## Information and Staff Support Required from Town personnel:

1. Coordination on dumping
2. Coordination regarding additional temporary sweeping areas
3. Code enforcement of residents blowing debris into roadway
4. Communication and coordination regarding changes to sweeping schedule or streets
5. Support with communication of street closures, parking issues, impediments to routes/roadway

## 3. Related Experience

Marin Sanitary Service has been in business for 75 years providing top-quality waste management planning for residential and commercial customers throughout Marin County and surrounding areas.

Besides providing solid waste collection, recycling, resource recovery, shredding services, and household hazardous waste disposal, Marin Sanitary Service also currently provides street sweeping services to the City of San Rafael, Town of Ross, Town of Fairfax and unincorporated areas throughout Marin County.

Marin Sanitary uses RouteSmart and SoftPak software programs including system route maps, tablets, customer service and dispatch teams to provide real-time tracking of services provided by street address. In addition, we utilize a mobile application called ReCollect for scheduling and notifying customers of their sweeping day.

Marin Sanitary Service prides itself on the quality of work provided to its customers. From friendliness, trustworthiness, and reliability to top-notch communication anticipating the needs of our customers, we are confident there is no better choice.

Recent Projects Completed by MSS within the Past Five (5) Years Involving California Municipalities (all proposed Fairfax team members are working their proposed roles on these current contracts):

- 1) City of Larkspur Street Sweeping Services (172 tons collected in 2022)**
  - a. Residential and Commercial Street Sweeping Services
  - b. Scheduled sweeping services including streets, medians, storm drain.
  - c. Weekly sweeping
  - d. City of Larkspur, City Manager – Dan Schwartz (415) 925-5110
  - e. 1996-present
  
- 2) Town of Ross Street Sweeping Services (49 tons collected in 2022)**
  - a. Residential and Commercial Street Sweeping Services
  - b. Scheduled street sweeping
  - c. Weekly sweeping
  - d. Town of Ross, Town Manager – Crista Johnson (415) 453-1453
  - e. 1996-present
  
- 3) County of Marin Sweeping Services (44 tons collected in 2022)**
  - a. Commercial Street Sweeping
  - b. Scheduled sweeping in unincorporated areas of Central Marin
  - c. Weekly sweeping
  - d. County of Marin, Public Works Supervisor – Kip Chogie Brooks – (415) 473-6530
  - e. 2011-present

## Client References

	CONTACT NAME	TITLE	ORGANIZATION	ADDRESS	PHONE	PROJECT
1	Dan Schwartz	City Manager	City of Larkspur	400 Magnolia Ave. Larkspur, CA 94939	(415) 927-5110	Street Sweeping
2	Christa Johnson	Town Manager	Town of Ross	31 Sir Francis Drake Blvd Ross, CA 94957	(415) 453-1453 ext. 107	Street Sweeping
3	Kip Chogie Brooks	Public Works Supervisor	County of Marin	3501 Civic Center Dr Suite 304 San Rafael, CA 94903	(415) 473-6530	Street Sweeping

## 4. Contract Schedule

Marin Sanitary Service confirms the ability to meet schedule provided based upon “Maintenance Frequency Summary” in this document.



## 5. Cost Data

Area		Schedule	Time / Volume	Estimated Amount	Estimated Monthly	Estimated Monthly Total
Downtown	Sir Francis Drake, Center, Bolinas, Dominica and select streets	1 x per week every Monday	Hours per week	5	\$ 4,427	\$ 5,718
			Tons per week	2.5	\$ 1,291	
Section 1	Miranda and Taylor areas	2x per month sweeping on the 1st and 3rd Tuesday	Hours per week	4	\$ 1,636	\$ 2,113
			Tons per week	2	\$ 477	
Section 2	Frustuck, Manzanita, Hickory, Willow areas	2x per month sweeping on the 1st and 3rd Wednesday	Hours per week	4	\$ 1,636	\$ 2,113
			Tons per week	2	\$ 477	
Section 3	Forrest, Porteous, Wood areas	2x per month sweeping on the 2nd and 4th Wednesday	Hours per week	5	\$ 2,045	\$ 2,641
			Tons per week	2.5	\$ 596	
Section 4	Bothin, Rockridge, Scenic areas	2x per month sweeping on the 2nd and 4th Friday	Hours per week	4	\$ 1,636	\$ 2,113
			Tons per week	2	\$ 477	
Parking Lot	Parkade	1x per week sweeping on Monday	Hours per week	1	\$ 885	\$ 1,402
			Tons per week	1	\$ 516	
<b>Estimated Monthly Total</b>						<b>\$16,099</b>
<b>Estimated Year 1 Total</b>						<b>\$193,190</b>
<b>Estimated Year 2 Total (5% CPI Adjustment)</b>						<b>\$202,849</b>
<b>Estimated Year 3 Total (5% CPI Adjustment)</b>						<b>\$212,992</b>
<b>Estimated Contract Total (3 Year Term)</b>						<b>\$609,030</b>



## 6. Other Information

No additional Information

## 7. Non-Discrimination

Marin Sanitary (proposer) agrees that in carrying out its responsibilities under this agreement, and in particular, regarding the employment of persons and sub-contractors working on the contract, it will not discriminate on the basis of race, creed, national origin, religion, gender, age or handicap. In the event any of the work performed by the proposer hereunder is subcontracted to another person or firm (with approval of the Town as required herein), the sub-contract shall contain a similar non-discrimination provision.

## 8. Insurance Coverage

Insurance

Endorsements in Process for:

1. The Town of Fairfax named Additional insured on the commercial general liability policy covering injury or damage "arising out of" the work performed for ongoing and completed operations.
2. Primary and non-contributory coverage
3. Waiver of subrogation for workers compensation



# Marin Sanitary Service

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MARISAN-CL

APERRY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0603247 George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402		CONTACT NAME: PHONE (A/C, No, Ext): (415) 454-6454 E-MAIL: info@gpins.com ADDRESS:		FAX (A/C, No): (415) 444-0986	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Greenwich Insurance Company		22322	
INSURED		INSURER B : Indian Harbor Insurance Co		36940	
Marin Sanitary Service, Inc. Marin Recycling and Resource Recovery Association P.O. Box 10067 San Rafael, CA 94912		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GEC001946517	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AEC001944217	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED OCCUR CLAIMS-MADE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Other Pol		PEC002396905	8/18/2022	8/18/2025	Occ/Agg 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: All operations performed by the Named Insured on behalf of the Certificate Holder  
 City of Novato its officers, officials, employees, agents and Volunteers are named additional insured with respect to General Liability per CG 20 26 12 19, Primary Wording applies per XIL 424 06 05. Auto additional insured applies per XIC 411 10 13. All Forms and/or Endorsements are attached.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 10-01-2022, forms a part of

Policy No. GEC0019455-17 issued to Marin Sanitary Service Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605  
©, 2005, XL America, Inc.



POLICY NUMBER: GEC0019455-17

COMMERCIAL GENERAL LIABILITY  
 CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
 PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>          Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.





# Marin Sanitary Service

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POLICY NUMBER: AEC001944217

XIC 411 1013

## ENDORSEMENT #006

This endorsement, effective 12:01 a.m., October 1, 2022 forms a part of Policy No. AEC001944217 issued to MARIN SANITARY SERVICE, INC. by Greenwich Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

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KDJR 10/14/2020

## 9. Guarantees

- a. The work performed under the Contract will be performed to the highest standards specified of the industry and/or in the RFP and remain as such for the term of the contract. Products or installations herein described for the time specified and no further guarantee shall be required.
- b. If defective material or workmanship is discovered by the Town in the work proposed within this contract, and this defective material or workmanship requires repairs or repeat maintenance to be made under this guarantee, all such repair or repeat maintenance work shall be done by and at the expense of, the Contractor within two (2) working days after written notice has been given to the Contractor by the Town. Should the Contractor fail to repair or repeat maintenance and charge the Contractor with the actual cost of all labor, equipment and material required. In emergencies demanding immediate attention, the Town shall have the right to repair the defect or damage and charge the Contractor with the actual cost of all labor and material required.

## 10. Pre-proposal Meeting

Marin Sanitary sent a representative to attend the non-mandatory pre-proposal meeting in order to discuss contract intent, scope of work, and ask questions.



*Marin Sanitary Service*  
CONSERVATION — OUR EARTH, OUR MISSION, OUR JOB

## Conclusion


MARIN SANITARY SERVICE is pleased to submit a proposal for street sweeping services in the Town of Fairfax. For decades we have been proud partners with our neighboring cities and towns to provide street sweeping services by executing the highest quality of service to our customers with consistent reliability, flexibility, and professionalism.

We look forward to working with the Town of Fairfax to provide the highest level of quality for this service. We are confident we will exceed the town's expectations to deliver on a promise of excellence as we have shown consistently with our current street sweeping customers.

Marin Sanitary Service is ready to serve the Town of Fairfax by providing the technical expertise, manpower and highest level of customer service required for the job every step of the way.

If you have questions on this proposal, feel free to contact me at your convenience by email at [justin.wilcock@marinsanitary.com](mailto:justin.wilcock@marinsanitary.com) or by phone at (415) 755-9528. We are happy to address any concerns and look forward to serving you.

Thank you for your consideration,



Justin Wilcock  
Director of General Operations

The Honorable Mayor and Town Council  
Fairfax, California:

In compliance with the proposal calling therefore, the undersigned having carefully read the Special Provisions, Specifications, Maintenance Frequency Summary and all Exhibits and other applicable information contained herein, hereby proposes and agrees to provide street sweeping services in the Town of Fairfax, California, in accordance with the Specifications, Sweeping Schedules, and the Proposal Schedule, which follows:

The undersigned agrees to enter into and execute a contract at the prices set forth in said Proposal Schedule.

**Proposal Schedule**

Proposal is based on a three (3) year contract,

Furnish, perform, and pay for all work, labor, equipment, materials, taxes, transportation services and charges, fees and appurtenant items necessary or incidental to work as specified by Contract Drawings, Specifications, Sweeping Schedules and other Contract Documents.

a. *Street Sweeping Services for December 2023 through November 2026, based on equal monthly amounts.*

Five hundred fifty-six thousand four dollars	<u>\$ 556,004</u>
Written Amount	Figures

b. *Parking Lot Sweeping Services for December 2023 through November 2026, based on equal monthly amounts.*

Fifty-three thousand twenty-six dollars	<u>\$ 53,026</u>
Written Amount	Figures

	<u>\$</u>
Written Amount	Figures

Total written amount for Annual Street, parking lots, and bike path sweeping services from *December 2023 through November, 2026*:

Six hundred nine thousand thirty dollars	<u>\$ 609,030</u>
Written Amount	Figures



**Extra Work Rates**

Hourly sweeping rate for scheduled  
Extra work (operator and sweeper) \$ 223.53 per hour

Hourly sweeping rate for emergency  
Extra work during normal business  
Hours (operator and sweeper) \$ 239.98 per hour

Hourly sweeping rate for emergency  
Extra work outside of normal business  
Hours (operator and sweeper) \$ 259.98 per hour

If awarded the Contract, the undersigned hereby agrees to furnish the necessary bonds and insurance documents in the said contract. The undersigned has examined the location(s) of the proposed work and is familiar with the Specifications and other contract documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the Town of Fairfax will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Patricia Garbarino

\_\_\_\_\_  
Name (printed)

*Patricia Garbarino*  
\_\_\_\_\_  
Signature

President

\_\_\_\_\_  
Title

Marin Sanitary Service  
\_\_\_\_\_  
Firm Name

10/31/23  
Date

BUSINESS ADDRESS: 1050 Andersen Drive San Rafael ,CA 94901  
\_\_\_\_\_

TELEPHONE #: (415 ) 45 62 601

FAX#: ( )

Email: justin.wick@marinsanitary.com

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Marin Sanitary Service

DIR Registration Number: PW-LR-1001116164

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: Marin Sanitary Service

Signature: 

Name: Patricia Garbarino

Title: President

Dated: 10/31/23

**CALIFORNIA STATE CONTRACTOR'S LICENSES**

The undersigned bidder is licensed in accordance with the requirements of the State of California.

Individual / Firm Name Marin Sanitary Service

Contractor's License Numbers: N/A

Expiration Dates: \_\_\_\_\_

Classifications: \_\_\_\_\_

Issued on \_\_\_\_\_, 19\_\_

Individual / Firm Name \_\_\_\_\_

Contractor's License Numbers: \_\_\_\_\_

Expiration Dates: \_\_\_\_\_

Classifications: \_\_\_\_\_

Issued on \_\_\_\_\_, 19\_\_

(Attached to this form a photocopy of contractor's license(s) and submit with Proposal documents)









## QUALITY CONTROL PLAN

The Bidder must submit a Quality Control Plan with the Proposal.

*See Exhibit A of the proposal  
for Quality Control Plan*

This should include:

1. The means the Bidder will use for completing the project.
2. Effective means of correcting any problems.
3. Identification of the entire scope of the project to illustrate that the Bidder is aware of the range and extent of the contract.
4. Identification of methodology to be used by the Bidder in notification of residents of tree work in their neighborhood and more specifically in the parkways in front of their respective residences.
5. Identification of methodology to be used in handling complaints from the public, and damage to property during the performance of this contract.

### FUTURE REPORTS DUE FROM CONTRACTOR

Daily Street Cleaning Reports

Monthly Maintenance/Performance Report

Revised Maintenance Calendar/Schedules (when required)

Monthly Phone Log

Annual NPDES Report (see Exhibit "C")

Disposal/Discharge Record (quarterly)

## STATEMENT OF QUALIFICATION OF PERSONNEL

It is the intent of the Town of Fairfax to hire qualified street sweeping services for the maintenance of its streets and roads and creeks. For this reason we are requesting evidence of training and/or certification of Street Sweepers and staff to be used on this project.

Are you or your staff a member of:

1. Any other organization that helps train or keep current on up-to-date practices of Street Sweeping Services?

Yes  No

If yes, please list organization(s).

\_\_\_\_\_

\_\_\_\_\_

Our drivers are trained with the Smith System defensive driving course. Our current  
\_\_\_\_\_  
driver has been with the company since 2007 and has extensive sweeping experience.  
\_\_\_\_\_

Please attach copies of certificates for personnel who would be working on this project. Describe Street Sweeping and Equipment training provided to staff.



## SAFETY PROCEDURES

Because of the risk of injury involved in tree maintenance, the Town of Fairfax is concerned for the safety of Contractors employees, as well as the public in general - with whom the Contractor will be working around.

1. Does your company have an Injury and Illness Prevention Program (Plan) as required under SB198?

Yes   X        No \_\_\_\_\_      If yes, please describe the Plan/Program: Drivers are trained and reminded in weekly tailgate meetings. The IIPP contains guidelines for handling various incidents.

2. Does your Company have an active Safety program to promote and maintain high safety standards?

Yes   X        No \_\_\_\_\_      If yes, please explain:  
The company takes safety seriously. We hold weekly tailgates and have a monthly Safety committee meeting with representatives from our brokers and carriers.  
Accidents, injuries and near misses are discussed at weekly operations meetings to  
take corrective action and determine if discipline is appropriate.

3. Does your Company provide in-house training or allow employees to attend seminars on safety training?

Yes   X        No \_\_\_\_\_      If yes, please explain:  
The company provides in-house training, Smith System online defensive driving,  
and hands-on training with supervisors, mechanics and driver trainers.

4. Does your Company inspect your equipment each year?

Yes   X        No \_\_\_\_\_      If yes, please explain:  
Marin Sanitary Service has a well-qualified shop of mechanics who maintain the  
company fleet with regularly scheduled maintenance checks.

5. Does your Company provide worker training in Hazard Awareness?

Yes   X        No \_\_\_\_\_      If yes, please explain:  
Hazard awareness training is provided through the weekly tailgate meetings and  
through other training methodologies including an annual safety week.

## BUSINESS REFERENCES

1. Company Name See Section 3. Related Experience for all References  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_
2. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_
3. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_
4. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_
5. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_

EXHIBIT "A"

ATTACHED MAP SHOWS TOWN ROUTES AND PARKS

Approximate centerline roadway mileages are:

Residential: 13.86 miles

Arterials: 2.55 miles

Total: 16.41 miles

Please note the following:

All Town streets and parking lots will be swept twice a month except for: Sir Francis Drake, Broadway and Bolinas between Park and Broadway. The three roadways will be swept on a weekly basis.

Town will post Street Sweeping signs on streets to encourage residents to move vehicles but parking restrictions will not be in force at commencement of agreement:

**LIST OF PARKING LOTS**

Location	Square Feet	Acres
Parkade	26,000	

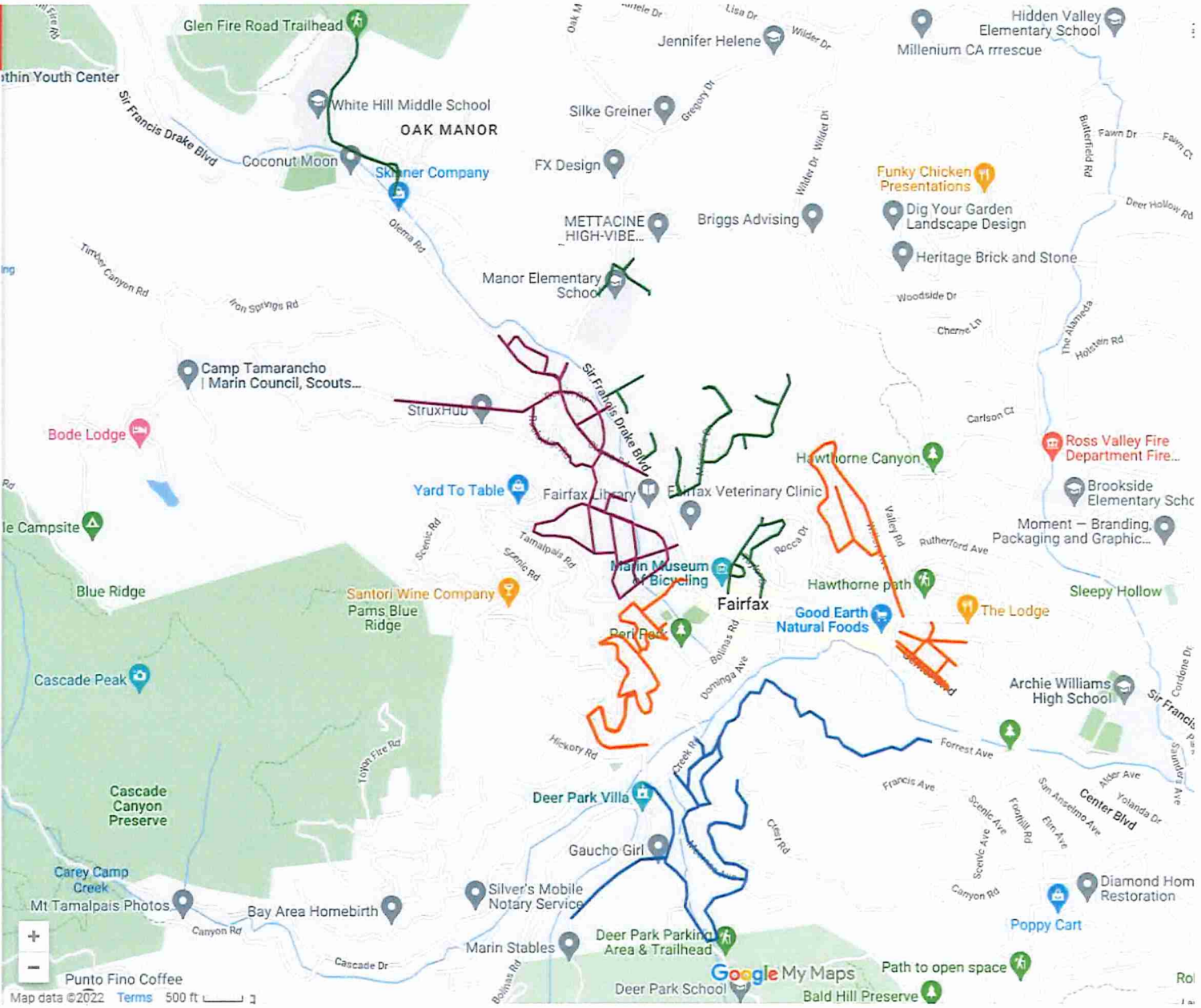
## Four-Eight Month Split Schedule Rates

Area		Schedule	Time / Volume	Estimated Amount	Estimated Monthly	Estimated Monthly Total
Downtown	Sir Francis Drake, Center, Bolinas, Dominica and select streets	1 x per week every Monday	Hours per week	5	\$4,427	\$5,718
			Tons per week	2.5	\$1,291	
Section 1	Miranda and Taylor areas	1x per month sweeping (except heavy months)	Hours per week	2	\$818	\$937 / \$1874 heavy
			Tons per week	1	\$119	
Section 2	Frustuck, Manzanita, Hickory, Willow areas	1x per month sweeping (except heavy months)	Hours per week	2	\$818	\$937 / \$1874 heavy
			Tons per week	1	\$119	
Section3	Forrest, Porteous, Wood areas	1x per month sweeping (except heavy months)	Hours per week	2.5	\$1,022	\$1320 / \$1874 heavy
			Tons per week	1.25	\$298	
Section 4	Bothin, Rockridge, Scenic areas	1x per month sweeping (except heavy months)	Hours per week	2	\$818	\$1056 / \$1874 heavy
			Tons per week	1	\$238	
Parking Lot	Parkade	1x per week sweeping on Monday	Hours per week	1	\$885	\$1,402
			Tons per week	1	\$516	
Estimated Monthly Total						\$11,37/\$14,616
Estimated Year 1 Total						\$143,370
Estimated Year 2 Total (5% WST Adjustment)						\$150,537
Estimated Year 3 Total (5% WST Adjustment)						\$158,064
Estimated Contract Total (3 Year Term)						\$451,971

**Fairfax Sweeping**  
Justin Wilcock

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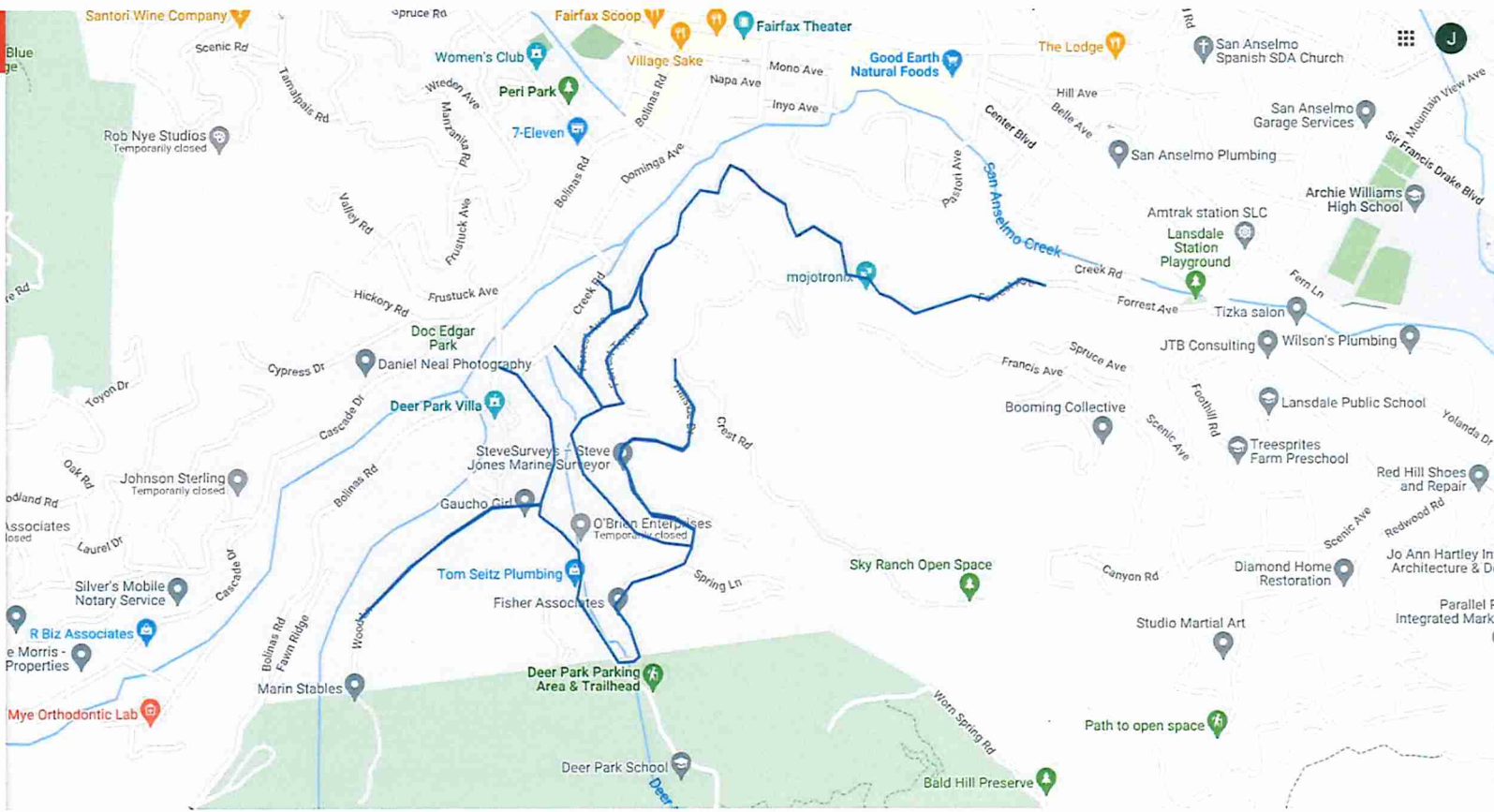


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