



FAIRFAX TOWN COUNCIL MEETING STAFF REPORT

MEETING DATE:	August 2, 2023
PREPARED FOR:	Mayor and Town Council
PREPARED BY:	Loren Umbertis, Public Works Director
SUBJECT:	Authorize Town Manager to issue a Request for Proposals (RFP) for Street Sweeping Services for the Town of Fairfax

RECOMMENDATION

Authorize Town Manager to issue a Request for Proposals (RFP) for Street Sweeping Services for the Town of Fairfax.

BACKGROUND

Street sweeping is an important function of a town. Sweeping helps collect trash and vegetative debris before those items reach the storm drains and our creeks and waterways. During winter months, removal of leaves from the gutters prevents the drains from being blocked which could cause localized flooding. Every Town and City is required by its Stormwater Permit to collect trash from its streets prior to that material reaching waterways; street sweeping is used to accomplish this goal.

Previously, the Town of Fairfax purchased and operated its own street sweeper, utilizing staff to put out signage to notify residents of upcoming work and to operate the vehicle. The vehicle year was 2001 and was no longer compliant with California Air Quality Board requirements for operation, as all diesel engines need to be 2010 or newer. This would have required an extensive and very difficult retrofit to comply with the requirements. In addition, other repairs were needed on the sweeper that prevented it from operating in the past.

On November 16, 2022, staff received permission from the Town Council to surplus the vehicle, and it was later sold at auction to an out of state buyer. Purchase of a new street sweeper for a standard diesel engine could cost between \$350,000 to \$400,000, although these estimates are from 2021 and the cost has certainly increased, and the availability of vehicles has become more difficult. In 2021 Eugene, Oregon purchased an electric sweeper for \$570,000.

The Town of Fairfax has only one area that has a regular schedule of sweeping every Monday, which includes Bolinas and Broadway and along Mono, Dominga and Creek Roads. Other areas of Fairfax were swept as needed but were not on a regular schedule necessitating staff to place signage in advance to alert residents of sweeping.

On a temporary basis, the Town of Fairfax is using Marin Sanitary Service for sweeping services for one day a week (Monday) to sweep the regularly scheduled areas, and other areas receive attention as time allows during their day in the Town. However, due to lack of a regular schedule, it is difficult to provide advance notice to residents, so vehicles are frequently parked, limiting the effectiveness of the sweeping.

Contracting out this service increases efficiency and reduces costs because it:

1. Releases the Town from having to own, operate, and maintain an expensive piece of equipment,

2. Does not require that the Town utilize valuable staff time for messaging in neighborhoods and operating the vehicle, and
3. Enhances the Town's ability to meet its stormwater protection obligations and document that commitment, as required.

It would cost approximately \$230,000 annually to provide street sweeping services with Town-owned equipment and a full-time employee (FTE), roughly:

- \$100,000 annually for equipment repair.
- \$500,000 to purchase equipment every five to seven years in today's dollars.
- \$130,000 annually for one full-time senior maintenance worker.

DISCUSSION

Staff recommend that the Town issue a Request for Proposals (RFP) for Street Sweeping Services. The current street sweeping schedule occurs on Mondays for certain parts of Town, and this schedule will continue. As part of the RFP process, staff will begin exploration of creating a regular schedule for sweeping other parts of Town so that residents can expect and plan for street sweeping.

Staff recommends that the streets identified for sweeping be swept two times per month and that the contract be made for three (3) years with options to renew the contract based upon good performance.

Currently, the Town is contracting services with Marin Sanitary Service for one day a week of sweeping at an annual cost of \$65,000.

FISCAL IMPACT

Annual costs are anticipated to range between \$160,000 and \$200,000 annually. Services will be increased from their current limited amount to provide more cleaning throughout Town. Upon receipt of qualified proposals, staff will return to the Council to request approval of the contract.

ATTACHMENT

Draft RFP for Street Sweeping Services



**TOWN OF FAIRFAX, COUNTY OF MARIN,
CALIFORNIA**

**REQUEST FOR PROPOSALS, SPECIFICATIONS AND
CONTRACT DOCUMENTS**

FOR

STREET SWEEPING SERVICES

PUBLIC WORKS DEPARTMENT

Month XX, 2023

STREET SWEEPING SERVICES

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TOWN OF FAIRFAX STREET SWEEPING SERVICES

Request for Proposals

A. INTRODUCTION

NOTICE IS HEREBY GIVEN that Town of Fairfax, CA is accepting Proposals to select a qualified firm that is knowledgeable and experienced in providing street sweeping services. **Proposals will be received at the office of the Town Hall, Town of Fairfax, 142 Bolinas Road, Fairfax, CA 94930 until 2:00 p.m. on Day Month XX, 2023.** Late proposals will be rejected.

PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held in the Public Works Department at 142 Bolinas Rd, Fairfax, CA 94930, at **2:00 p.m. on Day Month XX, 2023.** The meeting will be at the Public Works Corporation Yard.

Professional Licenses, Permits, Etc.

Contractor represents and warrants to the Town that he/she has, and will keep in effect at all times during the term of a contract with the Town, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

B. BACKGROUND

The Town of Fairfax currently has a limited Street Sweeping program and seeks to expand the area of regular sweeping and establish a regular schedule of sweeping for specific areas of the town. This RFP also includes sweeping of Town owned parking lots as a portion of services. The intent of this contract is to provide scheduled and non-scheduled professional contract sweeping maintenance.

C. CONTRACT OBJECTIVE

The objective of the RFP is to review and select a qualified company to perform street sweeping services based upon defined frequencies and on an as-needed basis, as explained in this document.

D. DELIVERABLES

The proposer is responsible for the following deliverables in keeping with the schedule: Proposals completed on the due date of **Month XX, 2023.**

With the exception of oral questions asked at any Pre-Proposal Meeting, all questions, clarifications, or comments shall be put in writing and must be received by the Town no later than Thursday, August 3, 2023 at 5:00 p.m., and be addressed as follows:

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

lumbertis@townoffairfax.org

DRAFT

INSTRUCTIONS AND CONDITIONS

The instructions and conditions shown below apply to the Request for Proposals:

A. GENERAL CONDITIONS

1. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing a proposal in response to this RFP
- Submitting the proposal to the Town of Fairfax
- Negotiating with the Town of Fairfax on any matter related to this RFP, proposal and/or contractual agreement
- Any other expenses incurred by the proposer prior to the date of an executed contract

The Town of Fairfax shall not in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of the price proposed to perform the work of maintaining general government facilities.

2. Authority to Withdraw RFP and/or Not Award Contract

The Town of Fairfax reserves the right to withdraw this RFP at any time without prior notice. Further, the Town makes no representations that any agreement will be awarded to any proposers responding to this RFP.

3. Pricing Approach

Prices quoted by the proposer shall be fixed for a full three (3) year period and shall be so provided in the agreement for street sweeping services, with three (3) options to renew for additional periods of three (3) years each.

4. Right to Reject Proposals

This is not a formal bid process. The successful proposer will be chosen based upon the criteria set forth in this proposal package. In addition, the Town reserves the unqualified right to reject any and all proposals based upon the instructions provided in this proposal package.

5. Proposal Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The Town of Fairfax may use some or all of the following criteria in its evaluation and comparison of proposals submitted.

The criteria listed are not necessarily an all inclusive list. The order in which they appear is not intended to indicate their relative importance.

- a. Proposer's responsiveness to the requirements of the contract as set forth in the RFP, including following the order of response
- b. A demonstrated understanding of the proposer's work plan and other proposal documents
- c. A logical, proven methodology for carrying out the work tasks being described in the proposal and developing contract deliverables
- d. The proposer's recent experience in conducting contracts of similar scope, complexity and magnitude. The proposer must have a minimum of three (3) full years of experience conducting similar work and for an amount greater than or equal to the proposed contract.
- e. The quality and quantity of personnel assigned to the contract, including educational background, work experience and directly related recent maintenance contract experience. The Town of Fairfax reserves the right to interview, accept or reject the assigned personnel during the contract period.
- f. The organizational structure of the proposed contract team
- g. The financial stability of the proposer
- h. Recent references from local clients
- i. The proposed contract schedule
- j. The proposed contract costs

6. Compliance with Applicable Laws

The Contractor shall have in his possession and be familiar with all safety regulations issued by the State Division of Industrial Safety and shall comply with these and all other applicable laws, ordinances, and regulations governing health and safety. The Contractor shall provide all safeguards and protective devices and take any other action necessary to protect the health and the safety of employees on the job and safety of the public in connection with the performance of the work required by this contract.

Nothing in this contract shall be construed to relieve the Contractor from compliance with all applicable laws whether municipal, county, state, or federal.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Town of Fairfax Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors be listed in a bid Proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **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.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

It is the Town's position that wages shall comply with Prevailing Wage requirements.

7. Termination of Contract

The contract may be terminated pursuant to the termination provision of the attached Agreement.

8. Examination of Site and Work

Town makes no representation about the order or condition of the work area nor does the Town warrant that the work area will be free from defects, either apparent or hidden, at the commencement of, or at any time during the term of the contract. Contractor must examine the location, physical conditions and surroundings of which these factors will influence the performance of the contract work.

9. Assignment of Contract

The Contractor shall not assign any party to this contract without the written consent of the Town.

10. Quality of Work and Material

Vehicles shall be in conformance with the latest Bay Area Air Quality Management District (BAAQMD) requirements for low emission/alternative fuel use. Upon approval of any new regulations, the Contractor shall be prepared to meet the requirements of the new rule. Use of Electric Vehicles is preferred but not required.

11. Workmanship and Supervision

- a. The Contractor shall provide a work force sufficient to complete the work as it is specified.
- b. Work shall be performed by competent and experienced workers.
- c. The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors/foremen and workers/operators **must communicate effectively both in written and oral English.** Supervisors and/or foremen shall be present and/or available at all times during contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.
- d. All personnel working for the Contractor shall be of good character, neat appearance, and in appropriate dress as approved by the Public Works Director, or designee. All personnel shall wear identification badges or patches that are clearly visible at all times.
- e. Persons employed by the Contractor, who are found not to be satisfactory by the Town, shall be discharged or reassigned by the Contractor on thirty (30) days notice from the Town.

12. Repair of Damaged Improvements

- a. The Contractor will report, without delay, any damage to Town or private property and shall be held responsible for the replacement of any such damage caused by his act hereunder. Work shall **not** be performed at times when Town authorized activities in the contract area might be inconvenienced or disrupted.

13. Equipment (General)

All vehicles and equipment used in conjunction with the work shall be in accordance with the latest Bay Area Air Quality Management District (BAAQMD) requirements and shall be maintained in a neat, clean, and

orderly manner, shall be in good working order and shall display an emblem or placard which can be clearly identified and read by passing motorists or pedestrians.

The Public Works Director, or authorized agent, may reject any vehicle or piece of equipment and order it removed from the job site.

14. Safety Requirement

- a. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Public Works Director, or designee, reserves the right to issue restraint or cease and desist (stop work) orders to the Contractor when unsafe or harmful acts are observed or reported, relative to the performance of the work under this contract.
- b. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the Public Works Director.
- c. The Contractor shall comply with the latest requirements relative to the National Pollutant Discharge Elimination System (NPDES)

15. Claims by Contractor's Employees

- a. The Contractor shall hold harmless the Town and all of its agents, employees, and officers from any and all damages or claims, of any kind or nature that may be made or may arise directly or indirectly from the performance of duties by the Contractor.
- b. Contractor shall not permit access into any Town of Fairfax or other private structures by any unauthorized persons.

16. Liability for Damages

- a. The Contractor shall be fully responsible for any and all damage done to Town and/or private property, equipment, or to other property of the public premises that result from the Contractor's operations under this contract. This shall include, but not be limited to the replacement, at Contractor's expense, of items that are lost or damaged due to negligence, improper methods being used, or lack of proper maintenance and care during the performance of the Contractor's assigned or unassigned work.
- b. The Contractor may insure the equipment, materials, and work to cover Contractor's interest in the same. The Town will not, under any circumstances, be answerable or accountable for any loss or

damage that may happen to said equipment, materials and work, or any part or parts thereof, used and employed in fully completing the contract.

17. Advertising

No advertising of any kind or description; bill posters, printed, painted or by the use of any other method application legible to human sight, shall appear on any buildings, structures, fences, canopies, posts, or signs, except valid and authorized legal notices required to be placed thereon and except as may be specifically authorized in these General Conditions.

B. PROPOSAL FORMAT AND CONTENT

Proposals should be as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each proposer.

1. Cover Letter

A cover letter not to exceed three (3) pages in length should summarize key elements of the proposal. The letter must be signed by an individual authorized to bind the proposer. The letter must stipulate that the proposed price will be valid for a period of at least the duration of the contract, three (3) years. Indicate the address and telephone number of the proposer's office located nearest to Fairfax, California, and the office from which the contract will be managed.

2. Contract Organization and Staffing

Describe your approach and methods for managing the contract. Provide an organization chart showing all proposed contract team members. Describe the responsibilities of each person on the contract team. Identify the Contract Director and/or Manager and the person who will be the primary contact for the Town of Fairfax. Indicate how many hours each team member will devote to the contract by task, along with a statement indicating the availability of the members of the contract team for the duration of the contract. Include resumes for key members of the contract team. Include information and staff support required from Town personnel.

3. Related Experience

Describe recent, directly related experience; minimum of five (5) years is required. Include on each listing the name of the public agency, description of the work done, primary agency contact, address and telephone number, dates for the contract, name of the Contract Director

and/or Manager and members of the proposed contract team who worked on the contract, as well as their respective responsibilities.

4. Contract Schedule

Confirm ability to meet schedule provided based upon "Maintenance Frequency Summary" in this document.

5. Cost Data

Indicate the total cost and unit costs for which you will conduct the contract based upon the information provided in this document.

6. Other Information

Include any other information you consider to be relevant to the proposal.

7. Non-Discrimination

Proposer agrees that in carrying out its responsibilities under this agreement, and in particular, with regard to 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 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

Prior to commencement of any contract activities, proposer is to secure Workers' Compensation Insurance, so as to be in compliance with State statutes and comprehensive general liability insurance, including auto and contractual liability coverage, in an amount not less than \$5 million, combined single limit.

9. Guarantees

- a. Unless otherwise specified, the proposer shall guarantee that 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. Whenever, in these specifications request written guarantees, or different periods of time are specified, the Contractor shall guarantee the products or installations therein 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

All parties wishing to submit proposals for the Street Sweeping Services are invited to attend a pre-proposal meeting. This meeting is not mandatory.

The purpose of this meeting is to familiarize contractors with the contract intent, scope of work, and to answer any questions, which may arise prior to submitting a proposal.

SPECIAL CONDITIONS/SCOPE OF WORK

1. Description of Contract and Intent

The intent of these specifications is to provide information for full and complete contract Street Sweeping Services for the Town of Fairfax's public streets, parking lots, bike paths, etc.

2. Contract Work Requirements

Furnish all labor, equipment, materials, and supervision to perform contract Street Sweeping Services for the Town of Fairfax, as described in these Special Conditions, Technical Maintenance and Installation Specifications and elsewhere throughout this document.

3. Working Hours

Normal working hours shall be between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday.

Parking lot areas and arterial working hours shall be between: 6:00 a.m. and 9:00 a.m.

Residential Area and bike path working hours shall be between: 7:00 a.m. and 5:00 p.m.

4. Term of Contract

The initial term of this contract shall be for a period of three (3) years, but the Town reserves the right to terminate the agreement unilaterally at any time upon thirty (30) days written notice to the Contractor. This contract can be renewed for three (3) additional years in three-year increments by mutual agreement, based upon an evaluation of performance of the maintenance Contractor with a determination of satisfactory performance by the Town.

5. Level of Maintenance

a. All work shall be performed in accordance with the Town of Fairfax's Public Works' requirements. At the Town's discretion, there shall be monthly, or if needed, twice monthly meetings with the Contractor and the Town representative, while Contractor's work is underway, to determine progress and to establish areas needing attention. Otherwise, a meeting shall take place during the first week of each month and a monthly maintenance performance report will be submitted in writing to the Town at this first meeting of each month.

b. Town may at its own discretion reduce level of service to address seasonal requirements and contract pricing will be adjusted accordingly.

- c. Any specific problem area which does not meet the conditions of the specifications set forth herein, as a result of the Contractor's work, or lack of, as scheduled or assigned, shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

6. Specifications

The enclosed Technical Specifications, including the Instructions and Conditions, Special Conditions, Unit Prices, Exhibits and Proposal sections are intended to cover all labor, material and equipment, standards of workmanship quality and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work shall be performed by the Contractor as if described in the specifications.

7. Correspondence

All correspondence shall be addressed to:

Loren Umbertis
Public Works Director
Town of Fairfax
142 Bolinas Rd
Fairfax, CA 94930

8. Provisions for Extras

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the Town before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs, which were made without prior Town approval. Documentation of contract compliance may be required on some occasions.

9. Disposal

- a. The Contractor shall be responsible for properly and legally disposing of any type of waste or debris. The Contractor shall keep a "Disposal Record," to be periodically provided upon demand by the Town, for review by the Town, and shall list dates, type and quantity of waste or debris disposed of, and shall show receipts for its disposal. The Town shall in no way be responsible for the disposal or final destination of any waste or debris disposed of, or produced in connection with this contract. Contractor shall pay all disposal fees. The Town does not have disposal sites. No debris shall be left on any street or within the public right-of-way. All debris dumped on a Town street for removal by Contractor later in the day will have appropriate warning devices placed around this debris.

- b. The Contractor shall divert all sweeping material generated away from the landfill. The Contractor shall provide the Town quarterly with documentation identifying where material was discharged and a summary of weight and percentages (%) of material discharged. In addition, every year, no later than August 1, the Contractor shall provide the Town with a completed annual NPDES report. A copy of the NPDES report is attached as Exhibit "E" to this RFP. The NPDES report form may change from time to time.

10. Records/Reports

- a. The Contractor shall keep accurate records concerning all of his employees or agents and provide the Town within ten (10) working days of the effective date of this agreement with names, titles, addresses, and telephone and pager numbers of employees to be called in an emergency. The Town has the option to request changing the employees if not satisfied with them.
- b. The Contractor shall complete a daily street cleaning report and a monthly maintenance/performance report indicating totals and types of work performed, the titles of and/or route numbers swept, including mileage and cubic yards of debris collected and disposed of or if applicable, the exact location of the work performed and submit this completed report monthly to the Public Works Director within ten (10) days after the end of each month or at the scheduled monthly meeting, whichever comes first. This report shall also contain a description, including man hours, labor classifications, prevailing wage paid, equipment, and materials breakdowns and costs used to accomplish any assigned work and/or additional work which the contractor deems to be beyond the scope of the contract. Under ordinary conditions, payment will not be authorized for additional work, unless the work and costs thereof, are first approved in writing by the Town. A phone log will also be submitted monthly as apart of the aforementioned monthly report, of all calls from the Town of Fairfax to the Contractor, whether or not those calls require a request for service, and a description of the action taken to resolve the Town call.
- c. The Contractor shall permit the Town to inspect and audit its books and records at any and all reasonable times.

11. Emergency Service

The Contractor will provide the Town with names and telephone/pager numbers of at least two (2) qualified persons who can be called by Town representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. These Contractor representatives shall respond to said emergency within one (1) hour.

12. Contractor's Office

Contractor is required to maintain an office within one (1) hour response time of the job site and provide the office with on-site phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or pager. Contractor shall have a maximum response time of two (2) hours to all emergencies. There will be no on-site storage of equipment or materials. Contractor will have full responsibility for maintaining an office and yard.

13. Schedules

1. The Contractor shall provide all services as outlined in this document, including all attached exhibits, and according to the dates and times indicated. The attached routes and schedules are provided as an example for the contractor to base his schedules on. Please note that the "Posted" streets must be swept as shown. The successful contractor will be required to submit a new updated schedule and route program prior to commencing work. If the contractor should choose to change his schedule or routes he will be required to produce a new schedule. The new schedule must be approved by the Director of Public Works prior to implementing the changes.
2. Based upon need and at Town's discretion alone, level of service may be reduced to meet seasonal needs and costs to perform services shall be reduced accordingly.
3. The Contractor shall submit any revised schedules immediately when actual performance will differ from planned performance, not less than forty-eight (48) hours in advance of any change, when applicable.
4. Changes or variations in scheduling may be necessary by Town special events, Public Works projects, other maintenance projects outside of this contract, etc. The Contractor shall adapt any or all schedules to the Town's requests with no penalty or charge to the Town for services not provided. A minimum of forty-eight (48) hours notice will be provided in such cases by the Town.
5. Failure to notify the Town of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week.
6. The Contractor shall follow the currently established sweeping schedule and match its manpower and equipment resources. The Contractor is also provided the opportunity and procedures for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed on the day scheduled, within the time frames indicated as shown on the street sweeping schedules.

14. Exceptions to Schedule

a. Inclement Weather

When inclement weather, in the opinion of the Public Works Director, or designated representative, prevents adherence to the regular sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work as deemed needed by the Public Works Director, resulting from such inclement weather without additional charge.

b. Other than Inclement Weather

In the event that the Contractor is prevented from completing the sweeping as provided in the schedule because of equipment breakdown or reasons other than inclement weather, the Contractor shall be required to complete the sweeping services so deferred prior to the end of the month, for all residential routes. In the case of "Early Morning" and posted "No Parking" routes, Contractor will give the Town credit for the work not performed in accordance with the compensation rate hereinafter specified. Contractor shall immediately notify the Public Works Director, or her designated representative, when work has been stopped due to weather, equipment breakdown, or for any other reason. Contractor will also inform the Public Works Director of where and when work has stopped and provide the total mileage swept up to that point. Contractor will document all such information in the required daily route reports and monthly reports and credit monthly invoice charges using unit costs stipulated in this contract, when applicable.

The Contractor shall observe all legal Town holidays, yearly and no deduction in payment for services not provided on such legal holidays shall be made: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall provide street sweeping in those areas missed due to the holidays within one week of the missed date. The contractor shall submit a schedule of the make up operations. No additional payment will be made for these scheduled changes, even if additional equipment is required to carry them out.

16. Miscellaneous Terms

a. Water

The Contractor shall make provisions for acquiring and paying for all water utilized for all sweeping services in the Town of Fairfax, prior to the start of this contract. The Contractor shall

contact Marin Municipal Water District and make the necessary arrangements. Contractor shall not allow sweeping to occur without use/application of water for cleaning and dust control purposes, at any time.

b. Traffic Counters

The Contractor is cautioned that, at various times and locations, the Town or other entities will temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor, while performing his contract duties, due to the Contractor's negligence to any of the aforementioned traffic counting equipment or appurtenances shall be borne by the Contractor for the entire cost for the restoration, repair, inspection testing and replacement of said damaged equipment.

c. Storage of Equipment

The Town of Fairfax will not provide for storage of street sweeping vehicles. The Contractor is responsible to make arrangements for the storage of all equipment, materials, and supplies.

e. Additional Work

In the event the Town desires to extend the street sweeping program to include additional streets after the effective date of this contract, then any such additional sweeping which is required of the Contractor shall be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it. The Contractor shall develop new "routes" in conjunction with the above, at no additional cost to the Town.

The Contractor shall provide street sweeping services as an emergency service and immediately following parades, community celebrations, and other activities involving the streets of the Town, when so requested by the Public Works Director at the extra rate specified by this contract.

In the event that the Town desires to "Post" the existing street sweeping areas, the Contractor shall accommodate such changes at no cost to the Town.

SPECIFICATIONS

I. GENERAL

- a. The standards of performance, which the Contractor is obligated to perform hereunder, are those standards which are considered to be good street sweeping practices and which are subject to approval by the Public Works Director, or her designee. Full compensation for conforming to these special provisions shall be considered as included in the price paid for the contract and no additional payment shall be made thereafter.
- b. The work shall consist of supplying all labor, including supervision, methods or processes, implements, tools, machinery, equipment and materials (including water and fuel or cost for same) to provide street sweeping services (including all debris removal and disposal) to the Town of Fairfax, as directed by the Public Works Director or designee to provide a completed job.
- b. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. The Public Works Director shall make the final determination of public convenience. The Contractor shall provide such adequate field supervision as to furnish continuous surveillance of workmanship and adherence to established Town schedules by the crew's performance under the contract.

II. PERFORMANCE DETAILS

- a. The Contractor shall use standard heavy duty sweeping equipment as is necessary to properly and thoroughly clean all designated areas of the Town of Fairfax of paper, glass, dirt, sand, rocks, leaves, twigs, litter, and miscellaneous debris. The street sweepers shall be equipped with dual gutter brooms and vacuum, air regenerative or main broom equipment may be used.
- b. Each unit of street sweeping equipment to be utilized by the Contractor in the performance of the Town's street sweeping contract shall not be older than eight (8) years from date of manufacture. This equipment shall be utilized within the Town of Fairfax throughout the term of the contract. Older street sweeping equipment may be substituted for periods not to exceed five (5) days at such time when the newer equipment is temporarily out of service for reasons of maintenance or repair. Requests to substitute older street sweeping equipment for periods in excess of five (5) days shall be submitted in writing to the Public Works Director, or authorized representatives, may reject any vehicle or piece of equipment and order it removed from the job site.

- c. All equipment used by the Contractor shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted, from an operational standpoint and from a safety standpoint. The gutter brooms must be replaced prior to reaching a length of six (6) inches. The main broom must be replaced prior to reaching a length of eight (8) inches. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown. (See also "I-A.13" Equipment (general) Instructions and Conditions section for further details and requirements.)

- d. Complaints by citizens, related to the quality of street sweeping services provided by the Contractor, in excess of three (3) monthly services shall be considered excessive, and may be the basis for cancellation of the contract by the Town of Fairfax with no less than thirty (30) days advance notice by the Public Works Director, or designee, and shall be final.
The Contractor will respond to citizen complaints as to the quality of street sweeping, within forty-eight (48) hours of notice from the Town. Notice may be given verbally in person, email, over the telephone, or via facsimile to the Contractor's business office. The Contractor will re-sweep the areas to the satisfaction of the Public Works Director, or designee, at no additional cost to the Town. For the purpose of this RFP, street sweeping services are defined as the mechanical broom, vacuum or regenerative air street sweeping of parking lots, medians, turn pockets, bikeways, arterial, collector, and residential streets within the Town of Fairfax.

- b. The Contractor shall require the operator to record the location and description of miscellaneous items found in the road, such as large tree branches, car parts, and other debris and Contractor shall remove by other means within the same day as noted.

- c. The Contractor shall hand broom out corners and tight areas in parking lots and streets that cannot be accessed with a mechanical sweeper.

III. WORK OPERATIONS AND BILLING

a. Notification of Work/Time of Completion

The Contractor will be called upon from time to time by the Public Works Director to provide street sweeping in certain specific locations. Upon notification that certain work is ready to be

undertaken, the Contractor, in an expedient manner, shall enter upon the site to accomplish the required work. Work will commence upon demand throughout the Town and within three (3) days of notice to proceed, together with any necessary directions or maps required by the Contractor. The Contractor shall notify the Town twenty-four (24) hours prior to starting work on each additional work order and apprise the Town daily of progress until completion.

The Town of Fairfax reserves the right to designate the amount and location of work to be done from time to time under these specifications and may modify times and recurrence for seasonal requirements.

b. Maintaining/Restricting Traffic/Parking

Traffic shall be permitted to pass through or around the work underway at all times under the specific control of the Contractor, unless prior approval is given to the Contractor by the Public Works Director to close a street in order to perform the work assigned. If approval to close a street for work is given, the Contractor shall be responsible for notifying the Town's Fire Department and Police Services of the date and time the street will remain closed, prior to work beginning. If parking needs to be restricted, the Contractor will place the appropriate number of "Temporary No Parking" signs in those required areas no less than forty-eight (48) hours in advance of work being performed. Signs will indicate time and date of posting and date and times of restricted parking is to take place. In no case should parking be restricted longer than the actual time required to accomplish the work assigned. Signs shall be removed and properly disposed of immediately after completion of work. Sign format shall be authorized by the Public Works Director, or her authorized representative.

c. Billing and Payment

The Contractor shall bill the Town of Fairfax monthly (30 days), for work that was performed over the previous month. The Town will pay said invoice within thirty (30) days of receipt of the invoice.

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 October 31, 2023 through September 1, 2026, based on equal monthly amounts.*

_____ \$ _____
Written Amount Figures

b. *Parking Lot Sweeping Services for October 31, 2023 through September 30, 2026, based on equal monthly amounts.*

_____ \$ _____
Written Amount Figures

_____ \$ _____
Written Amount Figures

Total written amount for Annual Street, parking lots, and bike path sweeping services from October 1, 2023 through September 30, 2026:

_____ \$ _____
Written Amount Figures

Extra Work Rates

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

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

Hourly sweeping rate for emergency
Extra work outside of normal business
Hours (operator and sweeper) \$ _____ 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.

Name (printed)

Signature

Title

Firm Name

Date

BUSINESS ADDRESS: _____

TELEPHONE #: (____) _____

FAX#: (____) _____

Email: _____

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: _____

DIR Registration Number: _____

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: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

CALIFORNIA STATE CONTRACTOR'S LICENSES

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

Individual / Firm Name _____

Contractor's License Numbers: _____

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)

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing any, contract for tree maintenance services.

1. Have you ever been disqualified from any contract?

Yes _____ No _____

2. If yes, explain the circumstances:

Lined area for providing details of disqualification circumstances.

Signature of Bidder

LIST OF MACHINERY AND EQUIPMENT AVAILABLE

Proposal shall include a completed "List of Machinery and Equipment Available" in order to determine whether or not contractors can adequately perform the necessary work. All equipment you anticipate to be committed to this contract, if awarded, should be included in the listing. Past experience has shown that it is absolutely essential to have adequate backup equipment in reserve to allow for breakdowns.

"BEING AVAILABLE" shall be interpreted to mean that the equipment is owned or under the control of the bidder submitting this Proposal.

UNITS	TYPE OF EQUIPMENT

NAME OF CONTRACTOR _____

(Add other sheets as needed.)

Insufficient and/or inadequate equipment as determined by Public Works Director is cause for rejection of any and all Proposals.

QUALITY CONTROL PLAN

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

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).

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 _____ No _____ If yes, please describe the Plan/Program:

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

Yes _____ No _____ If yes, please explain:

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

Yes _____ No _____ If yes, please explain:

4. Does your Company inspect your equipment each year?

Yes _____ No _____ If yes, please explain:

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

Yes _____ No _____ If yes, please explain:

BUSINESS REFERENCES

1. Company Name _____
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	

EXHIBIT "B"

SAMPLE AGREEMENT FOR STREET SWEEPING SERVICES

DRAFT

AGREEMENT FOR MAINTENANCE SERVICES STREET SWEEPING SERVICES

This Agreement is made and entered into as of _____, 20____ 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 of the State of California and is in need of professional services for the following project:

Street Sweeping Services for the Town of Fairfax, CA (hereinafter referred to as "the Project").

B. Consultant is duly licensed and 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 the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and

executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Term

The term of this Agreement shall be from **October 31, 2023** to **September 1, 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

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

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. 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.

9. 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.

10. 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.

11. 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. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which 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 he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. 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.

e. 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
Employer's Liability	\$1,000,000 per accident or disease
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.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. 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.

h. 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.

i. 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. 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.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or

resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Town. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Town Material Requirements.

RESERVED

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Marin, State of California.

17. Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. 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: Loren Umbertis, Public Works

CONSULTANT:

INSERT NAME, ADDRESS & CONTACT PERSON

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. 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.

25. Severability

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

26. 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.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

RESERVED

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF FAIRFAX
AND [***INSERT NAME***]**

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

TOWN OF FAIRFAX

[INSERT NAME OF CONSULTANT]

By: _____
Heather Abrams
Town Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Michele Gardner
Town Clerk

DRAFT

EXHIBIT A

Scope of Services
Schedule and Map for Street Sweeping Services

DRAFT

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice Town on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Town regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

DRAFT

DRAFT

EXHIBIT "C"

NATIONAL POLLUTANT & DISCHARGE ELIMINATION SYSTEM (NPDES)
REPORT

(Note: The reporting form will change from time to time)

DRAFT

Street Sweeping

Did you purchase new street sweeping equipment or establish new contracts for said services?

Yes No

If yes, how did you consider pollutant removal effectiveness prior to the purchase of equipment or establishment of a new contract?

Manufacturer Specifications Technical Documents
Other: (specify)

Provide information regarding the type(s) and number(s) of street sweepers used, sweeping frequency, and amount and type of material collected:

Type of Sweeper	Number of Each Type of Sweeper
Brush	
Vacuum	
Brush Assisted	
Regenerative Air	
Other	

Sweeping Frequency <i>(i.e. 2 times per month)</i>	Total Weight Collected for Fiscal Year (tons)	% Soil	% Leaves	% Trash/Debris
<i>Commercial</i> times per		%	%	%
<i>Industrial</i> times per		%	%	%
<i>Residential</i> times per		%	%	%

How is the % determines? Estimates Studies
 Other: _____

Additional Information

Parking restrictions for street sweeping? Yes No
 Activities monitored for adherence to manufacturer's specifications for optimal equipment performance?
 If yes, how often? _____

Are streets inspected for sweeper effectiveness?

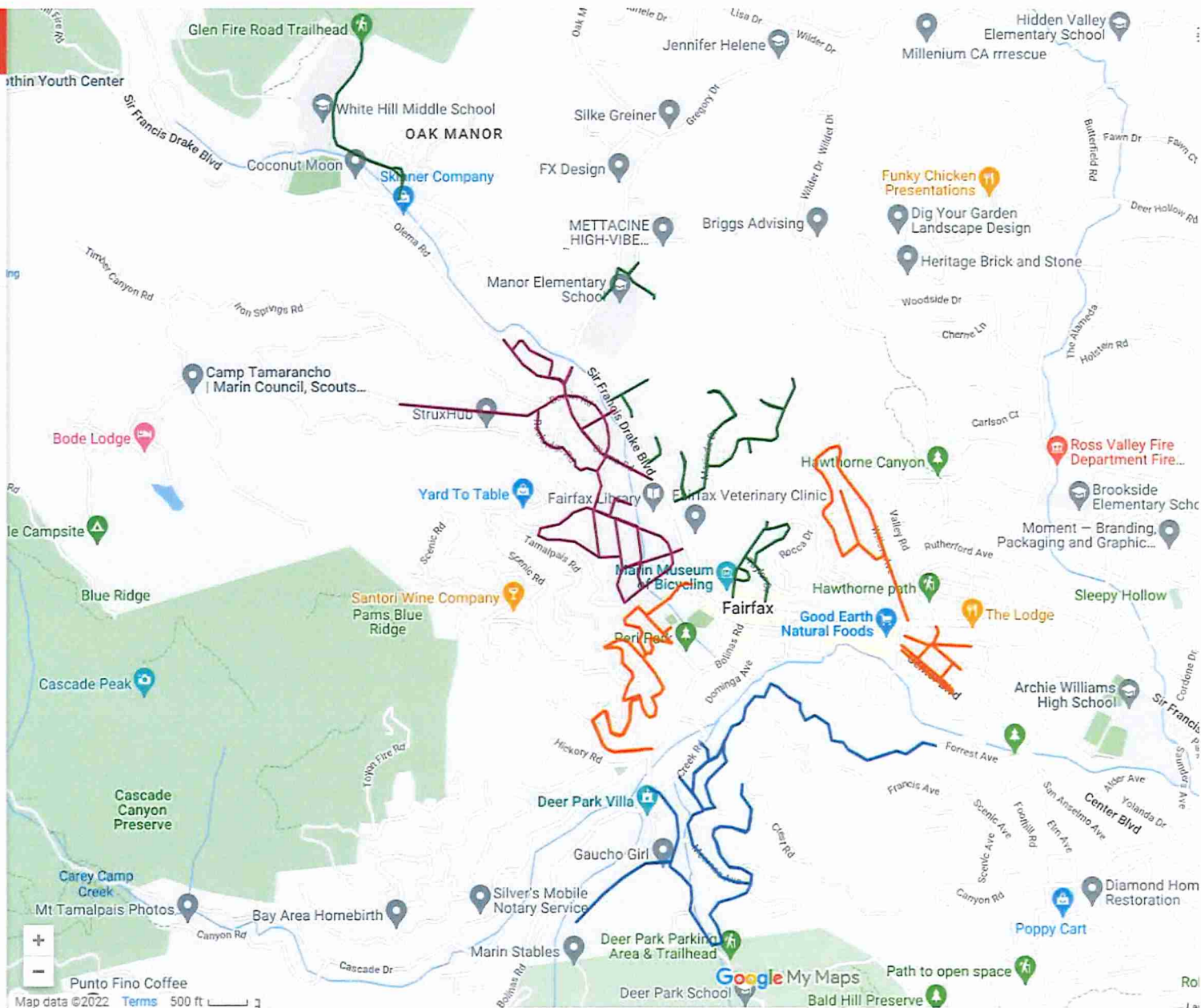
If yes, how often? _____
 If yes, by what means? _____

DRAFT

Fairfax Sweeping
Justin Wilcock

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- Section 2**
 - Section 2 - 1st and 3rd Wednesday
- Section 3**
 - Section 3 - 2nd and 4th Wednesday
- Section 4**
 - Section 4 - 2nd and 4th Friday



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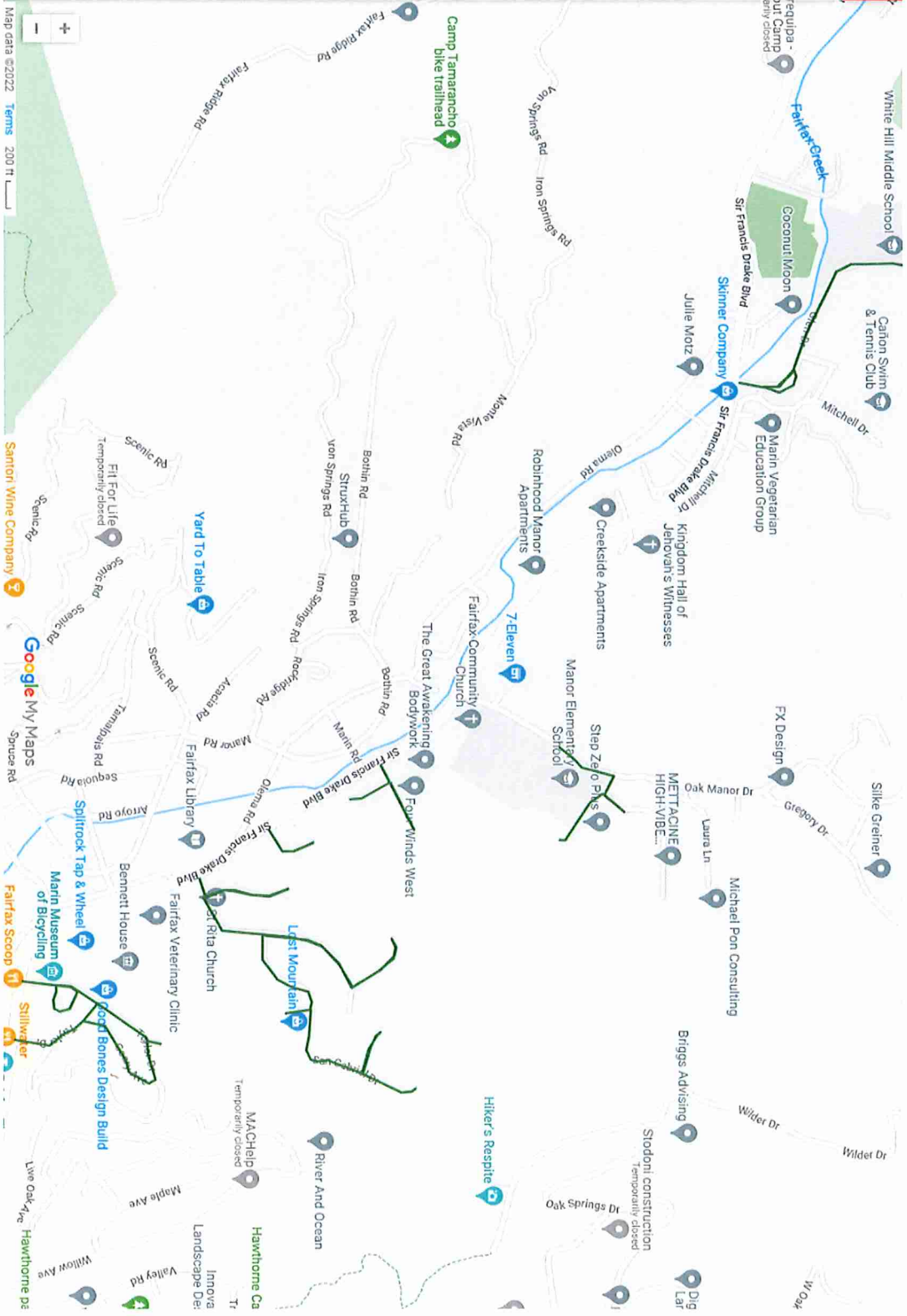
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Section 1 - 1st and 3rd Tuesday

Section 2

Section 3

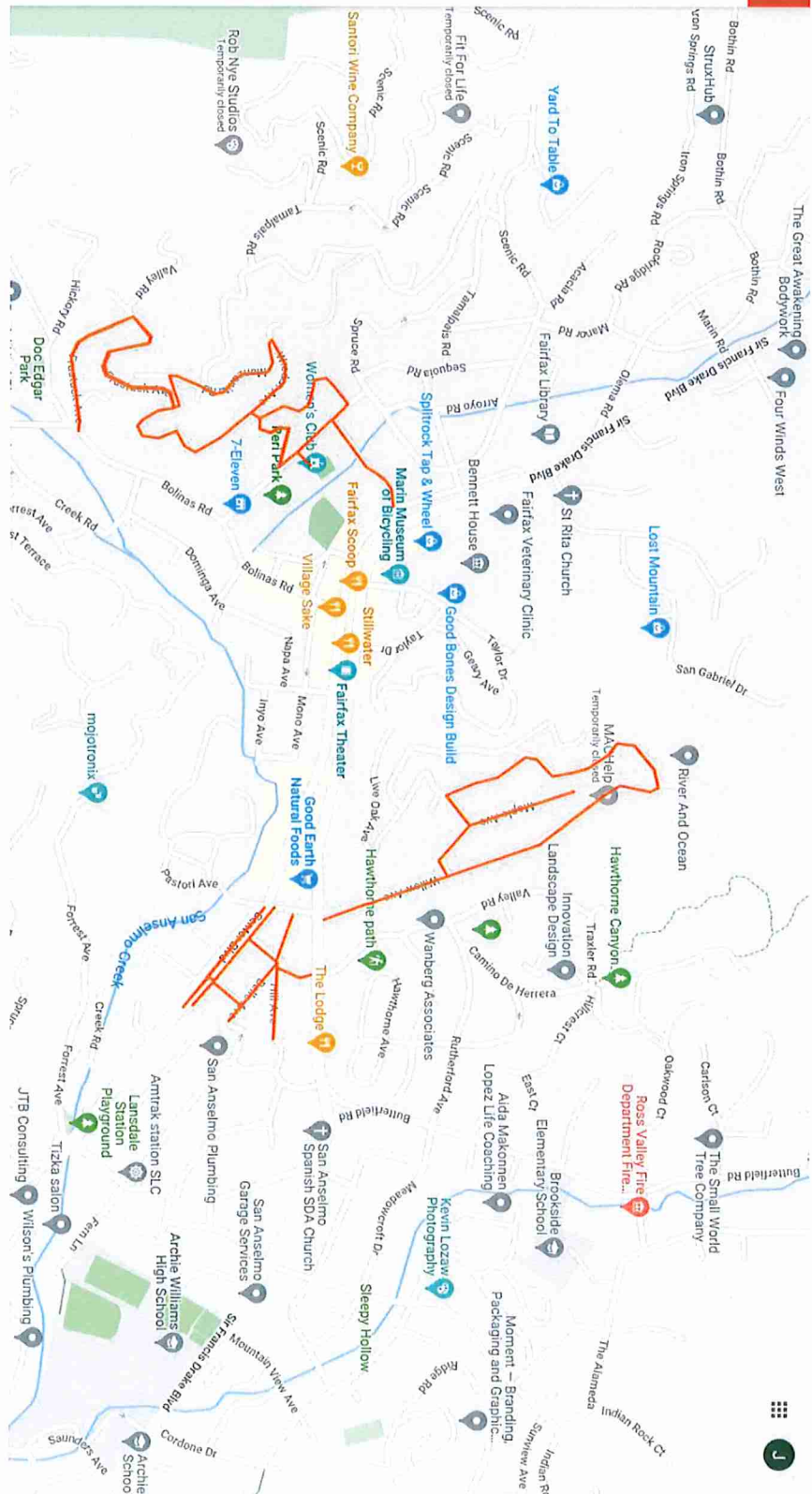
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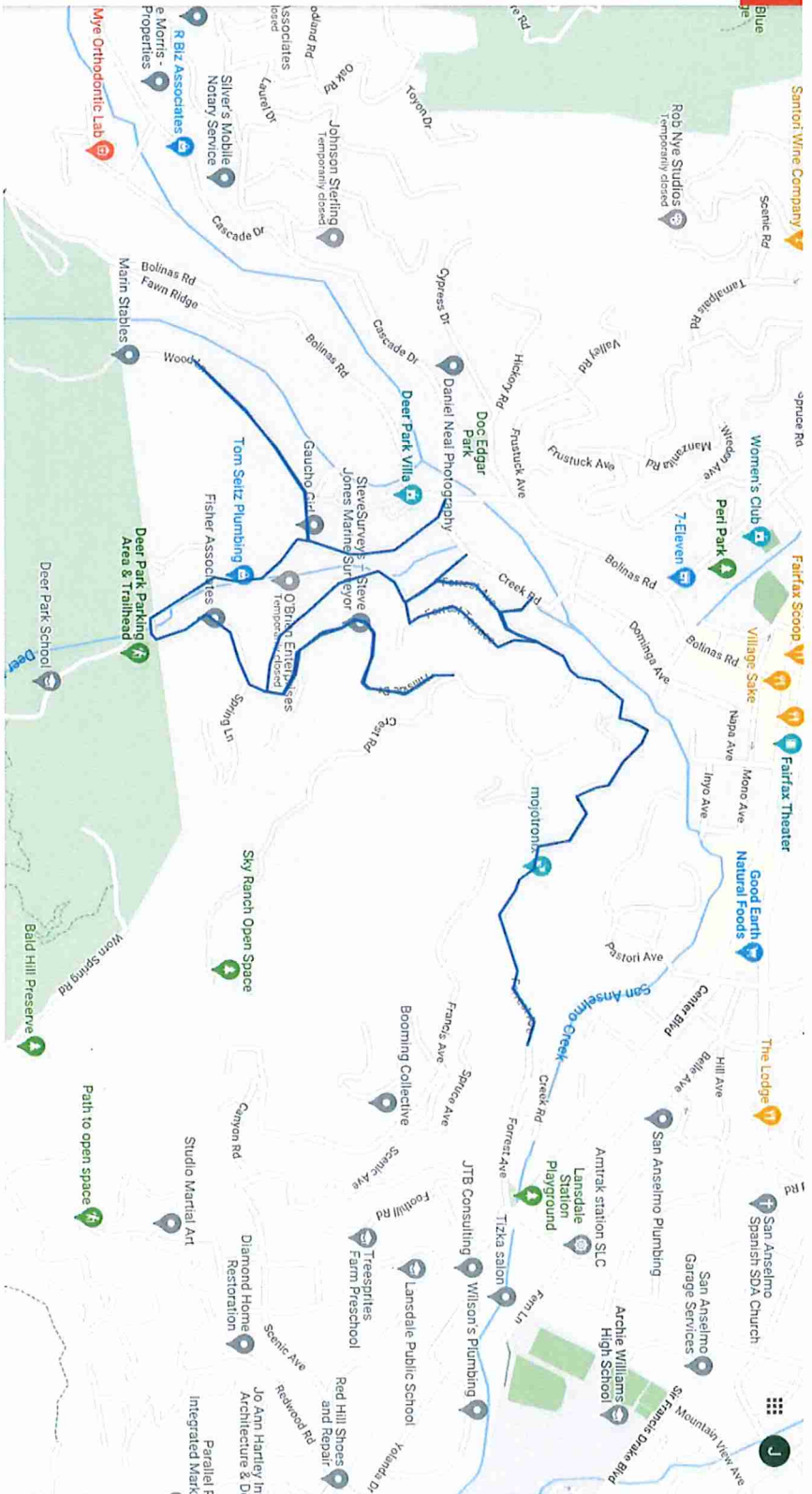
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