



Request for Proposals (RFP)

For

Parkette Routine Landscape Maintenance

December 20, 2018

1. Introduction

The City of San Rafael (City) hereby requests proposals for routine landscape maintenance. It is the intent of the City to hire a fully-licensed landscaping contractor that is duly registered and licensed with either a C61 or C27 license in the State of California. Services shall include **routine landscape maintenance at eight of the City's parkettes**, all located within the City of San Rafael. Work will include: mowing, edging, pruning, removing litter and leaves, tree maintenance, weeding, irrigation inspection, and other assignments as required.

Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document. In addition, all interested businesses shall have sufficient, readily available resources, in the form of trained personnel, support services and financial resources to carry out the work without delay or shortcomings.

The Contractor will be required to perform and complete the tree trimming and removal services by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP.

The term of the initial contract will be one year. At the City's discretion, the contract can be extended twice for a period not to exceed two (2) years each time upon proper authorization by the Parties or terminated if the selected contractor is unable to fulfill the duties described.

The City shall retain the lowest responsible and responsive bidder (See Attachment A - Bid Proposal).

Interested businesses are invited to submit proposals in accordance with the requirements of this Request for Proposals (RFP). The proposals shall be submitted to the **City of San Rafael Public Works Department, 111 Morphew Street, San Rafael, California 94901 Attn: Talia Smith** on or before **Wednesday, January 9, 2019 at 10:00 a.m.** Each proposer shall submit one hard copy of the proposal in accordance with the section of this notice entitled "Proposal Requirements."

2. General Requirements:

a. For purposes of this RFP:

The “**City Representative**” shall refer to the City’s Operations and Maintenance Supervisor, or his or her designee. The terms “**Contract**” shall refer to the contract entered into between City and the selected Contractor.

b. Management Philosophy:

The Contractor shall take a proactive approach in correcting problems within the Contractors’ span of responsibility and control.

c. Public Image and Etiquette:

Contractor’s employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor’s staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor’s equipment and vehicles shall also be professional in appearance and be well maintained for safe operation. Any outdoor smoking in the downtown area is prohibited per City ordinance.

d. Hours of Operation:

Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. In residential areas, the work shall commence no earlier than 8:00 A.M. and shall be completed no later than 5:00 P.M. Work along major arterial streets may be subject to additional time restrictions.

e. Repairs and Corrective Actions:

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative, and shall be rectified in a manner approved by the City Representative back to its condition prior to damage, at the Contractor's expense, within 72 hours.

Any hazardous conditions noted by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

Work requested by citizens or hazards reported by Contractor that require scheduling will be prioritized by the City Representative. Immediate response by Contractor may be necessary.

f. Safety

Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements for Contractor's work including, but not limited to, full

compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty four (24) hours following the occurrence.

g. Traffic Control

If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City Representative prior to starting work. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative.

It shall be the Contractor's responsibility to post "no parking" areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made therefor.

h. Preservation of Property

The Contractor shall exercise extreme care to avoid damage to existing street pavement areas, curb, gutter, sidewalk, trees, shrubbery, plants, pole lines, fences, markers, buildings, signs, structures, conduit pipe lines under or above ground, and/or any and all public or private improvements or facilities in or around the areas used by the Contractor in the execution of work. If directed by the Parks Superintendent, the Contractor shall install suitable safeguards to protect such property/objects from injury or damage.

If any such property/objects are injured or damaged by reason of the Contractor's operations, or otherwise moved or disturbed during the work, they shall be replaced or restored at the Contractor's expense. Replacement or restoration shall be to a condition as good as when the Contractor entered upon the work.

Full compensation for conforming to the requirements of this section shall be considered to be included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

Adjacent public and/or private property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. The Contractor shall repair or replace any damaged property at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

i. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made and the Contract modified in writing accordingly.

The City Representative will notify the Contractor if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing.

j. Monthly Progress Reports

Contractor shall invoice the City monthly in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:

- i. Date of work performed
- ii. Parkette(s) where work was performed and description of work
- iii. Applicable monthly maintenance invoice amount broken down by Parkette

k. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in the Contract. Within a reasonable time after notification of the completion of work, the City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made therefor.

The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City. Rates shall include all direct and indirect costs.

I. Adjustment in Scope or Quantity of Work

If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work.

3. Licensing and Labor

The Contractor shall have experience performing routine and emergency tree services for other California public agencies over the past five (5) years and shall be duly registered and licensed with either a C61 or C27 license in the State of California. All proposing contractors must comply with the Prevailing Wage terms as outlined below.

The Contractor's employees performing services under this Contract shall meet the following minimum requirements for skills, abilities and knowledge:

- Demonstrated knowledge of landscaping care, including tree care and related operations.
- Current licenses for operation of equipment utilized by such employee.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

The City has the right to determine crew size for all City work assignments.

Bidders are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City of San Rafael has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality where the work is to be performed for each craft or type of workers or mechanics needed to perform the contract that will be awarded to the successful Bidder. The prevailing rates so determined by the City are on file in the office of the City Clerk, and copies are available to any interested party on request.

No contractor or subcontractor shall be qualified to bid on or be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project and no contractor or subcontractor may engage in the performance of a public works contract, unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

Copies of the Contractor's certified payroll shall be submitted to the City within fourteen (14) days of the work performed. Certified payroll shall also be submitted electronically to DIR in accordance with all DIR requirements.

4. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Routine Tree Services (Attachment B). The required insurance certificates must comply with all requirements described in Attachment B and must be provided with the Contract.

5. Equipment

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on them. Minimum requirements are ownership of, or the ability to respond with, the following equipment:

Equipment	Quantity
Pick-Up Truck	1
Chipper	1
5-Yard Dump Truck	1
Weed Eaters	4
Lawn Mowers	2

The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the Contractor is unable to consistently provide the necessary equipment to perform the work, such failure may be considered a material breach of the Contract.

6. Scope of Work

a. Location and Description of Landscape Duties and Responsibilities

Parkette Name	Location (map provided in Attachment C)	Landscape Maintenance Duties and Responsibilities
Hillview Parkette	<i>Southwest corner of the intersection of Manuel T. Freitas Parkway and Las Pavadas Avenue</i>	Mowing and edging (April – October: once a week; November – March: as needed), tree maintenance to 15 feet, shrub pruning, weed abatement, debris removal, monitoring, maintenance, and repair of the irrigation system, monitoring of plant health
Bay Trails Parkette	<i>Along the bay between Shoreline Parkway and Morphew Street</i>	Weed abatement, debris removal, seasonal high weed mowing, shrub pruning, pathway maintenance, litter cleanup once a week
Bernard Hoffman Parkette	<i>On Las Colindas Road west of Las Gallinas Avenue</i>	Mowing and edging (April – October: once a week; November – March: as needed), shrub pruning, weed abatement, debris removal, monitoring, maintenance, and repair of the irrigation system, seasonal high weed mowing
Arbor Parkette	<i>On the southwest corner of the intersection of Manuel T. Freitas Parkway and Las Gallinas Avenue</i>	Mowing and edging (April – October: once a week; November – March: as needed), tree maintenance to 15 feet, shrub pruning, weed abatement, debris removal, monitoring, maintenance, and repair and maintenance of the irrigation system, monitoring of plant health
Spinnaker Parkette	<i>Between Spinnaker Point Drive and Bellam Boulevard, west of Catalina Boulevard and along the edge of the Baypoint neighborhood between the end of Baypoint Village Drive and Salem Cove</i>	Mowing and edging (April – October: once a week; November – March: as needed), tree maintenance to 15 feet, shrub pruning, weed abatement, debris removal, monitoring, maintenance, and repair of the irrigation system, monitoring of plant health, pathway maintenance, litter cleanup once a week
Munson Parkette	<i>Along the northern side of Manuel T. Freitas Parkway east of Las Pavadas Avenue</i>	Mowing and edging (April – October: once a week; November – March: as needed), tree maintenance to 15 feet, shrub pruning, weed abatement, debris removal, monitoring, maintenance, and repair of the irrigation system, monitoring of plant health
Schoen Parkette	<i>On Spinnaker Point Drive east of the Albert J. Boro Community Center</i>	Debris removal, seasonal mowing, weed abatement, shrub pruning
Andersen Drive Sidewalks and Medians	<i>Sidewalks: both sides of Andersen drive from Lindaro Street to Bellam Blvd</i> <i>Medians: 12 total from 1st Street to Bellam Blvd</i>	Sidewalks: (once per month year-round) Vegetation maintenance including pruning, weed control, regular trash and debris removal. Major debris removal to be coordinated with City street sweeper as needed Medians: (once per month year-round) vegetation maintenance, maintenance of irrigation systems, monitoring of plant health and debris removal

b. Clean up and Debris Disposal

Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, vegetation debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.

Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with healthy trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

c. Non-City Maintained Landscaping

The Contractor shall perform work only on the City-maintained parkettes identified in this RFP. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

The Contractor shall also NOT perform any work on non-City maintained trees without the direction from the City Representative, regardless whether they are on public property or right-of-way.

d. Meetings

The Contractor's Project Manager shall be available to meet, when deemed necessary, with the Public Works Director or his designee at a mutually agreed upon time and place to review maintenance, operations, and all other activities.

7. Proposal Requirements

The proposal shall be concise, well-organized, and demonstrate an understanding of and ability to meet the proposed Requirements as outlined in this Request for Proposals document. The proposal shall consist of:

- Cover letter signed by the Contractor which includes the following information:
 - The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
 - Address of Contractor's maintenance yard(s)
 - Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any information responsive to the criteria specified in the RFP and/or the proposed Contract.
 - Summary and definitive information regarding licenses, certifications, company experience, and qualifications.

- Identification of subcontractors and their responsibilities.
- Attachment A – Bid Proposal
 - All contractors submitting a bid must fill out **Table A.1**
- List of key personnel (name, position, experience at position, employer, and dates of employment) available to respond under the Contract.
- List of equipment (description, quantity, make, model, year, and condition) available for use under the Contract.

Proposals shall be submitted in hard copy only to the address listed below, on 8.5" x 11" paper. All font must be size 11pt, and the full length of the proposal may not exceed 30 pages one sided.

Proposals are to be submitted in sealed packages and clearly marked with the name of the Contractor, the Contractor's address and "City of San Rafael Parkette Routine Landscape Maintenance Services". Proposals received after the time and date specified will be rejected and returned unopened to the proposer. Failure to adhere to these specifications may be cause for rejection.

Proposals shall be submitted to the **City of San Rafael Public Works Department, 111 Morphew Street, San Rafael, California 94901 Attn: Talia Smith** on or before **Wednesday, January 9, 2019 at 10:00 a.m.**

8. Bid Award Process

The City will award one contract for *Parkette Routine Landscape Maintenance* to the lowest responsive and responsible bidder. To determine the lowest bid, the City will review the Grand Total for each Bidder as indicated on the Bidder's Bid Proposal (Attachment A).

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract. The City shall also maintain the right to reject all bids.

9. RFP Addenda

All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from contractors. The City will not respond to verbal questions submitted by telephone or in person.

All questions relating to the RFP shall be presented at least 96 hours prior to the due date to the following address:

City of San Rafael Department of Public Works
 Attn: Mark Wright
 111 Morphew Street
 San Rafael, CA 94901
 or Email address: mark.wright@cityofsanrafael.org

All addenda will be posted to the City's website and emailed to known RFP holders. By submitting a proposal, the proposer affirms that they are aware of any addenda and have prepared their

proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content.

10. Attachments

Attachment A – Bid Proposal – Prices of Items

Attachment B – Draft Contractor Agreement

Attachment C – Parkette Location Maps

Attachment A

Bid Proposal – Prices of Items

Unless otherwise specifically noted in the bid list below, costs for all equipment, tools, vehicles, materials, maintenance, labor and appurtenances shall be included in the unit cost per Bid item and no additional compensation will be allowed.

The contract will be awarded to the lowest responsible and responsive Bidder based upon the Grand Total Bid and meeting the minimum qualifications as specified in the provisions of the RFP.

Table A.1
PRICE OF ITEMS

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Hillview Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____
2.	Bay Trails Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____
3.	Bernard Hoffman Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____
4.	Arbor Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____
5.	Spinnaker Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____

Item	Description	Quantity	Unit	Unit Cost	Total Cost
6.	Munson Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	
7.	Schoen Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	
8.	Andersen Drive Sidewalks and Medians			_____ = _____	
	c. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	d. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	

Grand Total Bid \$ _____

(Grand Total Written in Words)

Attachment B
City of San Rafael California

Form of Contract

Parkette Routine Landscape Maintenance

This Agreement is made and entered into this _____ day of _____ 2018 by and between the City of San Rafael (hereinafter called City) and [Contractor] (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

1. Scope of the Work.

The Contractor hereby agrees to furnish all the materials and all the equipment and labor necessary to perform the work as the *Primary Contractor* for the project entitled "**Parkette Routine Landscape Maintenance**," all in accordance with provisions of the Contract and the Request for Proposals dated October 26, 2018 attached hereto as Exhibit I.

2. Prevailing Wages.

Pursuant to the requirements of California Labor Code Section 1771, and San Rafael Municipal Code Section 11.50.180 (C), the general prevailing wage in the locality in which the work is to be performed, for each craft or type of worker needed to execute the contract, shall be followed.

3. Bond

The Contractor shall provide and maintain during the course of the project, a Payment Bond issued by a surety admitted in California, to cover the work under this Agreement, in the amount of \$TBD. The bond shall comply with the requirements of California Civil Code section 9554 and shall contain a waiver by the surety of any right to notice of changes or modifications to the Contract or of any other act or acts by the City or its authorized agents, under the terms of the Contract.

4. Time of Completion.

- (a) The work to be performed under this Contract shall be performed in compliance with the Request for Proposals for "**Parkette Routine Landscape Maintenance**" dated October 1, 2018 on file in the City's Department of Public Works, 111 Morphew Street, San Rafael, CA 94901, and incorporated herein by reference.
- (b) The term of this contract shall commence on the date of this contract and shall terminate exactly one year later.
- (c) This contract can be extended twice for a period not to exceed two (2) years each time upon proper authorization by the Parties.
- (d) This contract may be terminated if the selected contractor is unable to fulfill the duties described in the Request for Proposals for "**Parkette Routine Landscape Maintenance**" dated October 1, 2018 on file in the City's Department of Public Works, 111 Morphew Street, San Rafael, CA 94901, and incorporated herein by reference.

5. The Contract Sum.

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units for work in the following scheduled completed at the unit price stated in Attachment A to Exhibit 1 "Bid Proposal". The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

BID ITEMS - SUMMARY

Item	Description	Quantity	Unit	Total Monthly Cost	Total Cost
1.	All Parkettes Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
2.	All Parkettes Monthly Maintenance (November - March)	5	@ EA	_____ = _____	

BID ITEMS – DETAIL

(Table A.1 in Attachment A to Exhibit 1 “Bid Proposal”)

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Hillview Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	
2.	Bay Trails Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	
3.	Bernard Hoffman Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	
4.	Arbor Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	
5.	Spinnaker Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ = _____	
	b. Monthly Maintenance (November - March)	5	@ EA	_____ = _____	

Item	Description	Quantity	Unit	Unit Cost	Total Cost
6.	Munson Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____
7.	Schoen Parkette				
	a. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	b. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____
8.	Andersen Drive Sidewalks and Medians				
	c. Monthly Maintenance (April – October)	7	@ EA	_____ =	_____
	d. Monthly Maintenance (November - March)	5	@ EA	_____ =	_____

GRAND TOTAL SUM:

It is expressly understood that the Estimate Bid Price stated above is the Contractor's bid and was utilized as a basis of contractor selection. The total amount paid for the Contractor during the term of this Contract **shall not exceed \$TBD** based upon the amount of time expended for work at the Hourly Rates specified in the above bid table. The Hourly Rates stated in the above bid table shall not change for the work performed, except as adjusted by CPI changes in subsequent fiscal years if this contract is extended as provided in Section 4. Only the anticipated hours of work performed will be modified such that the total budget of \$TBD shall not be exceeded, except as agreed upon by the parties in subsequent fiscal years if this contract is extended as provided in Section 4.

6. Payments.

- (a) For the full performance of the services described herein by the Contractor, the City shall pay the Contractor on a time and materials basis for services rendered in accordance with the rates specified in the above bid table.
- (b) Payment will be made monthly upon receipt by the Project Manager of itemized invoices submitted by the Contractor.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. Insurance.

- (a). **Scope of Coverage.** During the term of this Agreement, Contractor shall maintain, at no expense to City, the following insurance policies:
 - I A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
 2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in

the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If it employs any person, Contractor shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Contractor's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against City.

(b) **Other Insurance Requirements.** The insurance coverage required of the Contractor in subparagraph (a) of this section above shall also meet the following requirements:

1. The insurance policies shall be specifically endorsed to include the City, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.
2. The additional insured coverage under Contractor's insurance policies shall be primary with respect to any insurance or coverage maintained by City and shall not call upon City insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Contractor's policies shall be at least as broad as ISO form CG20 OJ 04 13.
3. The insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this Agreement, Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or more than the specified minimum insurance coverage requirements and/or limits shall be available to City or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(c) **Deductibles and SIR's.** Any deductibles or self-insured retentions in Contractor's insurance policies must be declared to and approved by the City, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City or other

additional insured party. At City's option, the deductibles or self-insured retentions with respect to City shall be reduced or eliminated to City's satisfaction, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

- (d) **Proof of Insurance.** Contractor shall provide to the City all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. City reserves the right to obtain a full certified copy of any insurance policy and endorsements from Contractor. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by City.

8. Indemnification

- (a) Contractor shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by City, and hold harmless City, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of Contractor's performance of its obligations or conduct of its operations under this Agreement. The Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City indemnitees, the Contractor's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the Contractor's work or work product by the City or any of its directors, officers or employees shall not relieve or reduce the Contractor's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of or operations under this Agreement, Contractor shall provide a defense to the City Indemnitees or at City's option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.
- (b) The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period allowed by law.

9. Nondiscrimination

Contractor shall not discriminate, in any way, against any person based on age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the Performance of its duties and obligations under this Agreement.

10. Compliance with All Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. Contractor shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents and employees from all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

11. No Third-Party Beneficiaries

City and Contractor do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

12. Notices

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To City: Public Works Director
 City of San Rafael
 P.O. Box 151560
 San Rafael, CA 94915

To Contractor: TBD

13. Independent Contractor

For the purposes, and for the duration, of this Agreement, Contractor, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the City. Contractor and City expressly intend and agree that the status of Contractor, its officers, agents and employees be that of an Independent Contractor and not that of an employee of City.

14. Entire Agreement; Amendments

- (a) The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- (b) This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the Contractor and the City.
- (c) No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
- (d) The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the Contractor and the City. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

15. Waivers

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

16. City Business License; Other Taxes

Contractor shall obtain and maintain during the duration of this Agreement, a City business license as required by the San Rafael Municipal Code Contractor shall pay any and all state and federal taxes and any other applicable taxes. City shall not be required to pay for any work performed under this

Agreement, until Contractor has provided City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

17. Warranty:

- (a) Except as otherwise expressly provided in the Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the work, or otherwise provided as a part of the work pursuant to the Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one-year warranty period without expense or charge of any nature whatsoever to City.
- (b) If Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, if any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.
- (c) In addition to the above, the Contractor shall make a written assignment of any applicable manufacturers' and other product warranties to the City, prior to completion and final acceptance of the work by City.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL

CONTRACTOR:

JIM SCHUTZ, City Manager

Name:
Title:

ATTEST:

LINDSAY LARA, City Clerk

Name:
Title:

APPROVED AS TO FORM:

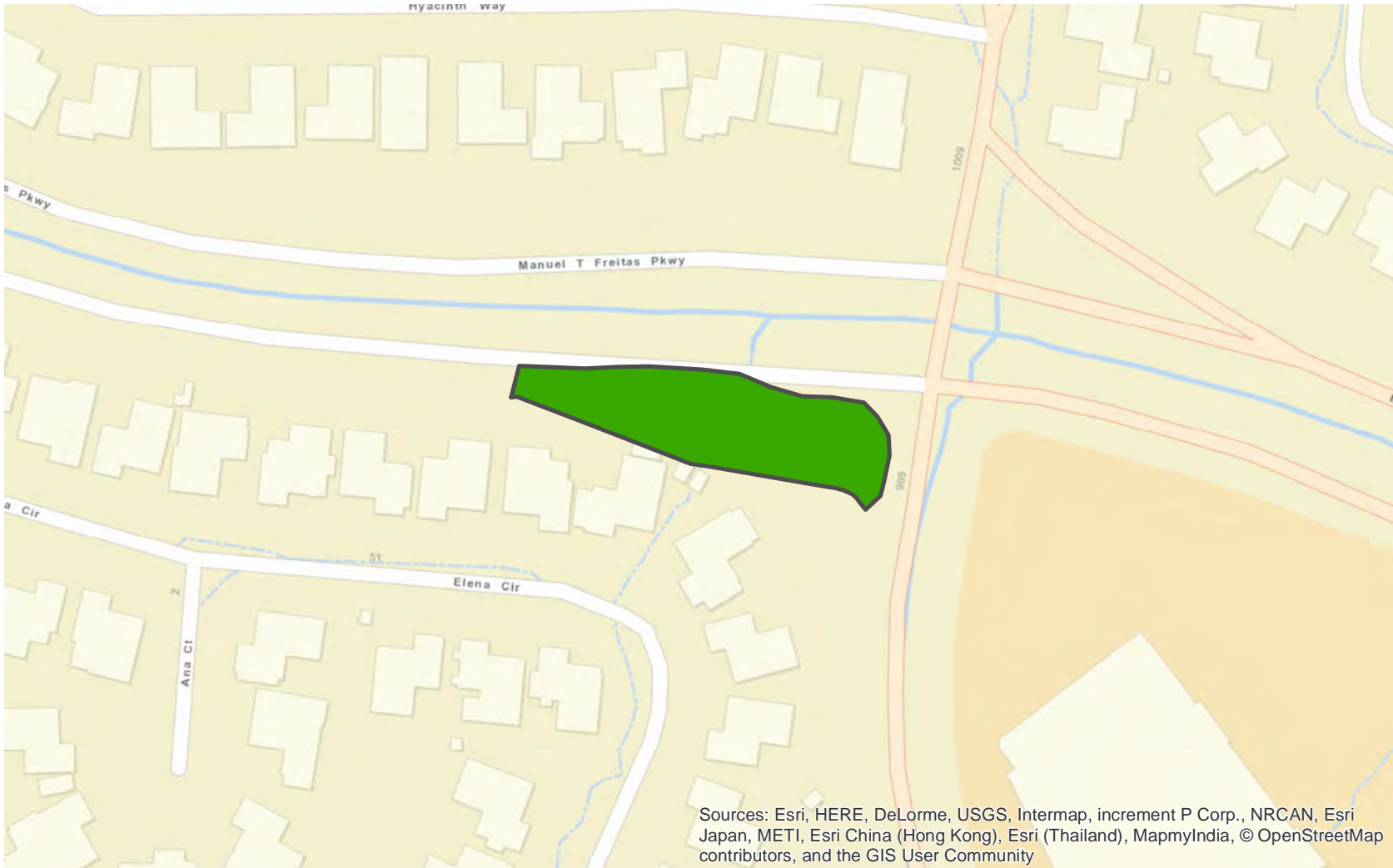
ROBERT F. EPSTEIN, City Attorney

DRAFT

Attachment C

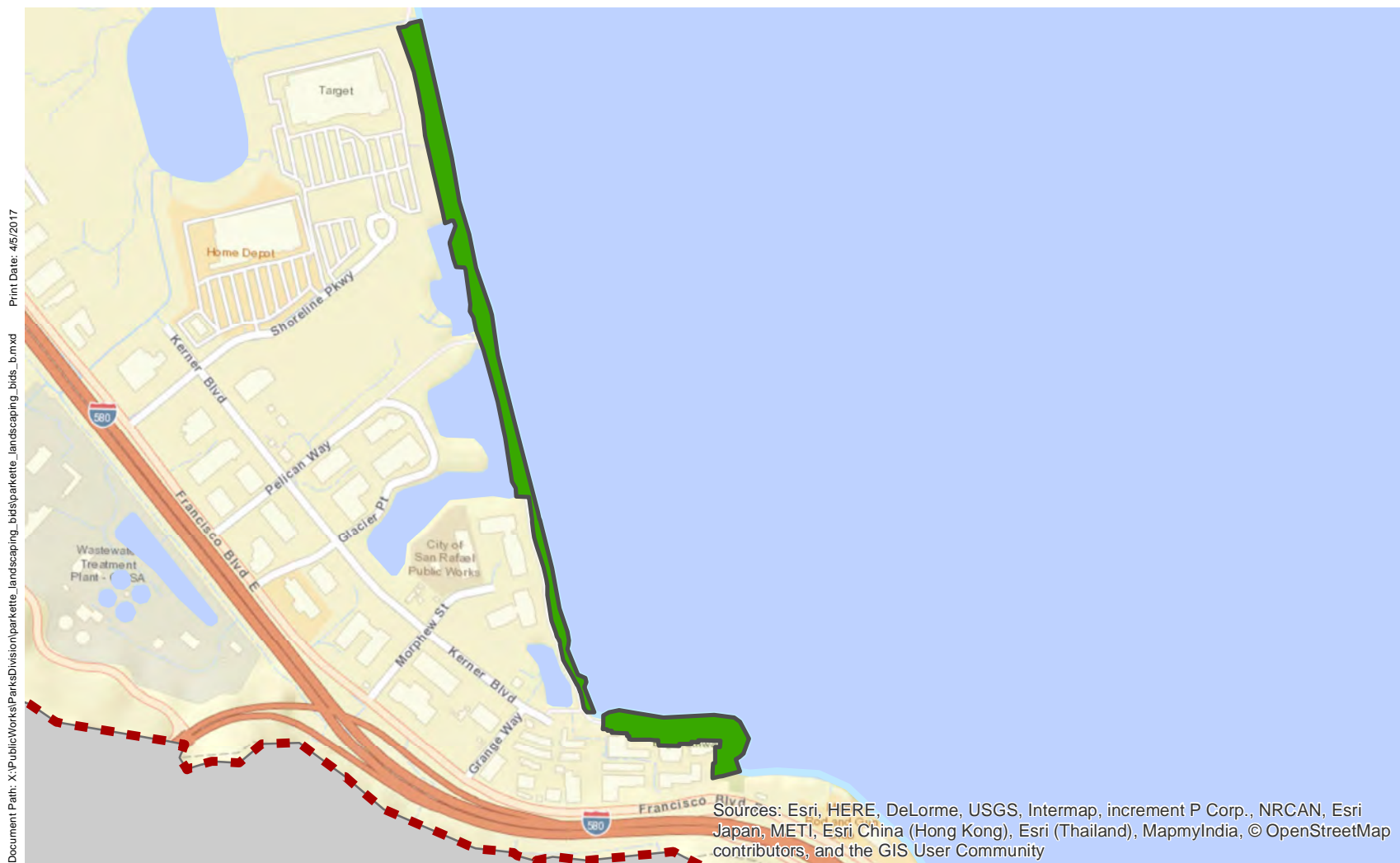
Locations for San Rafael Parkette Routine Landscape Maintenance Bids

Arbor Parkette



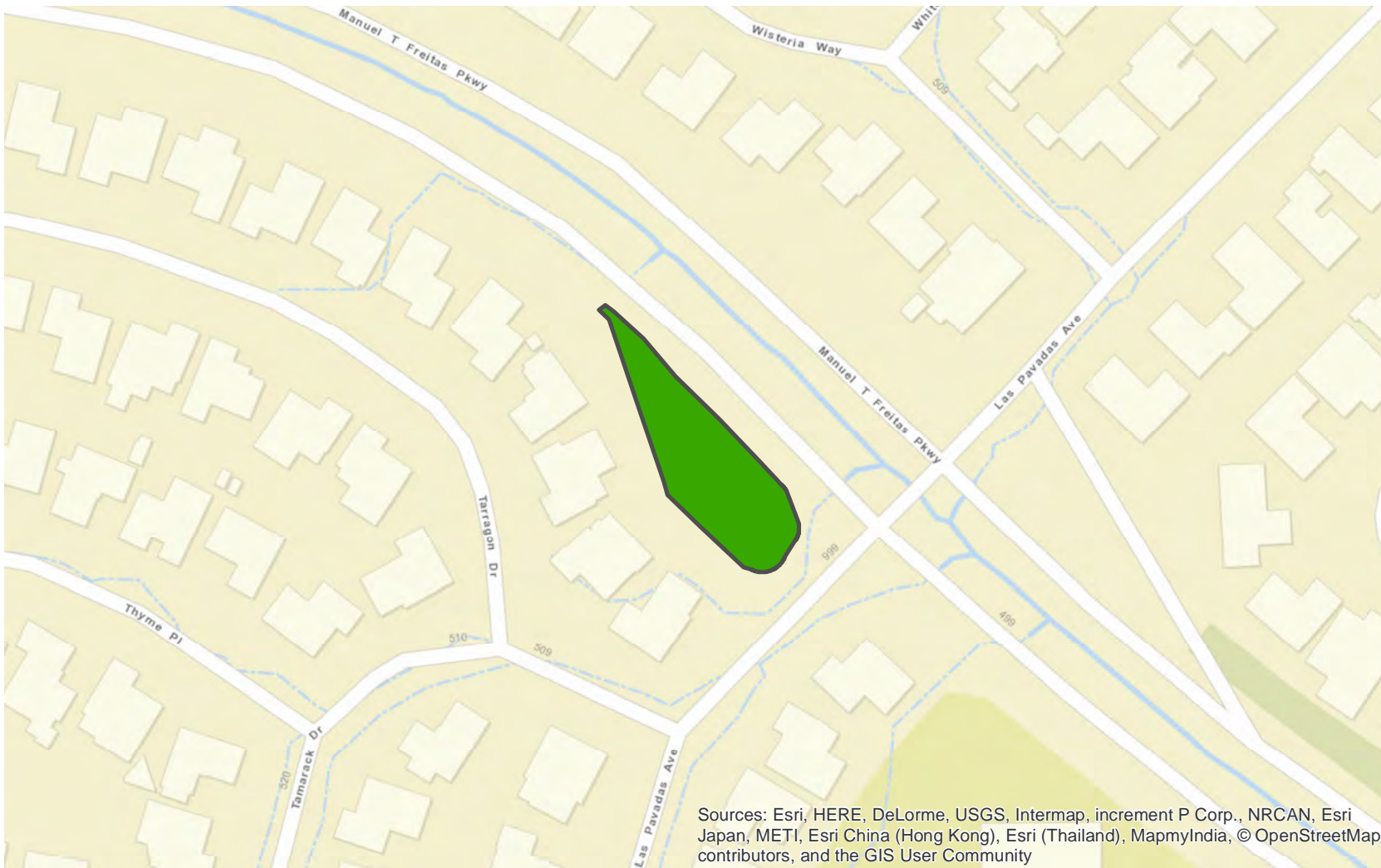
Locations for San Rafael Parkette Routine Landscape Maintenance Bids

Bay Trails Parkette



Locations for San Rafael Parkette Routine Landscape Maintenance Bids

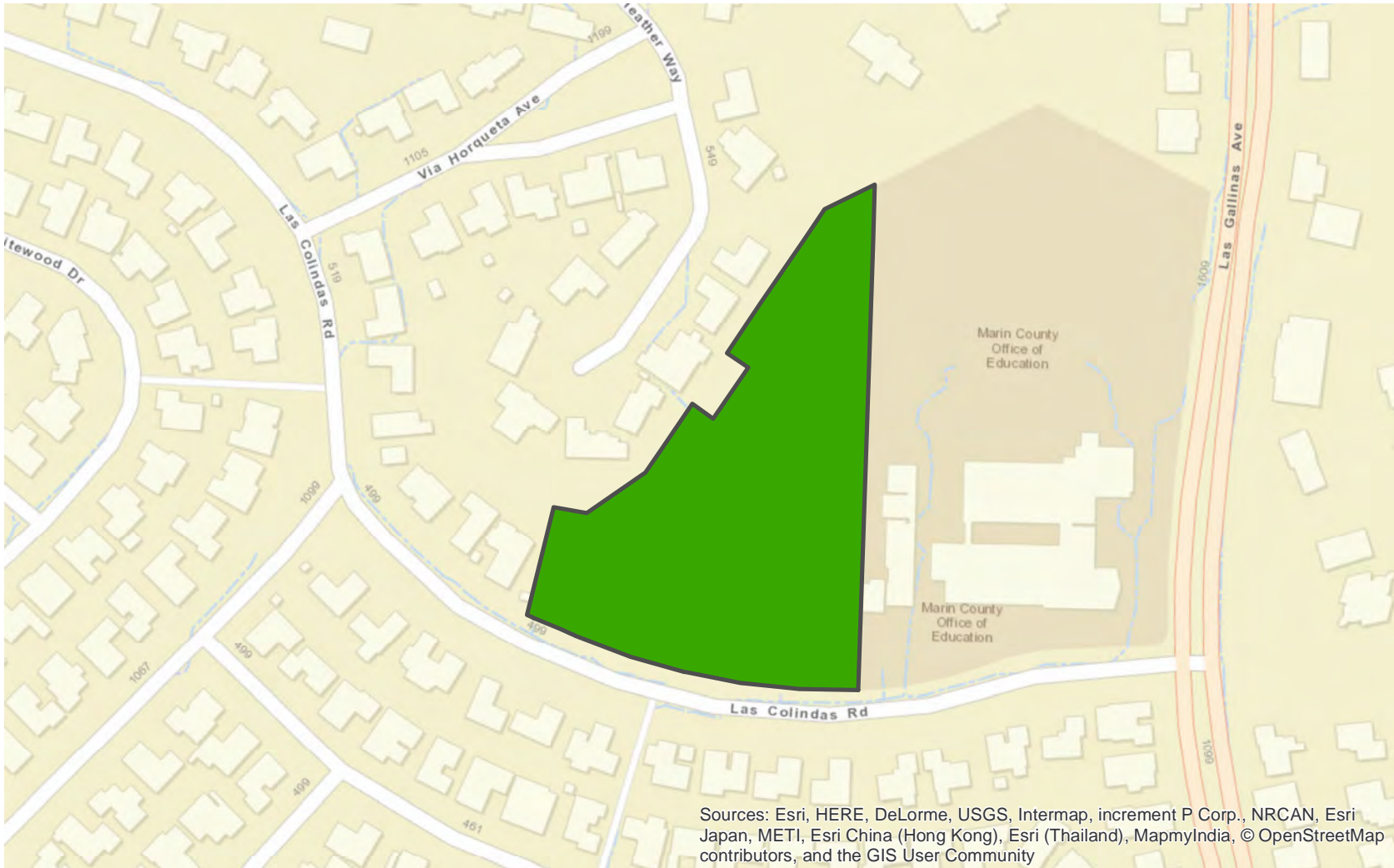
Hillview Parkette



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Locations for San Rafael Parkette Routine Landscape Maintenance Bids

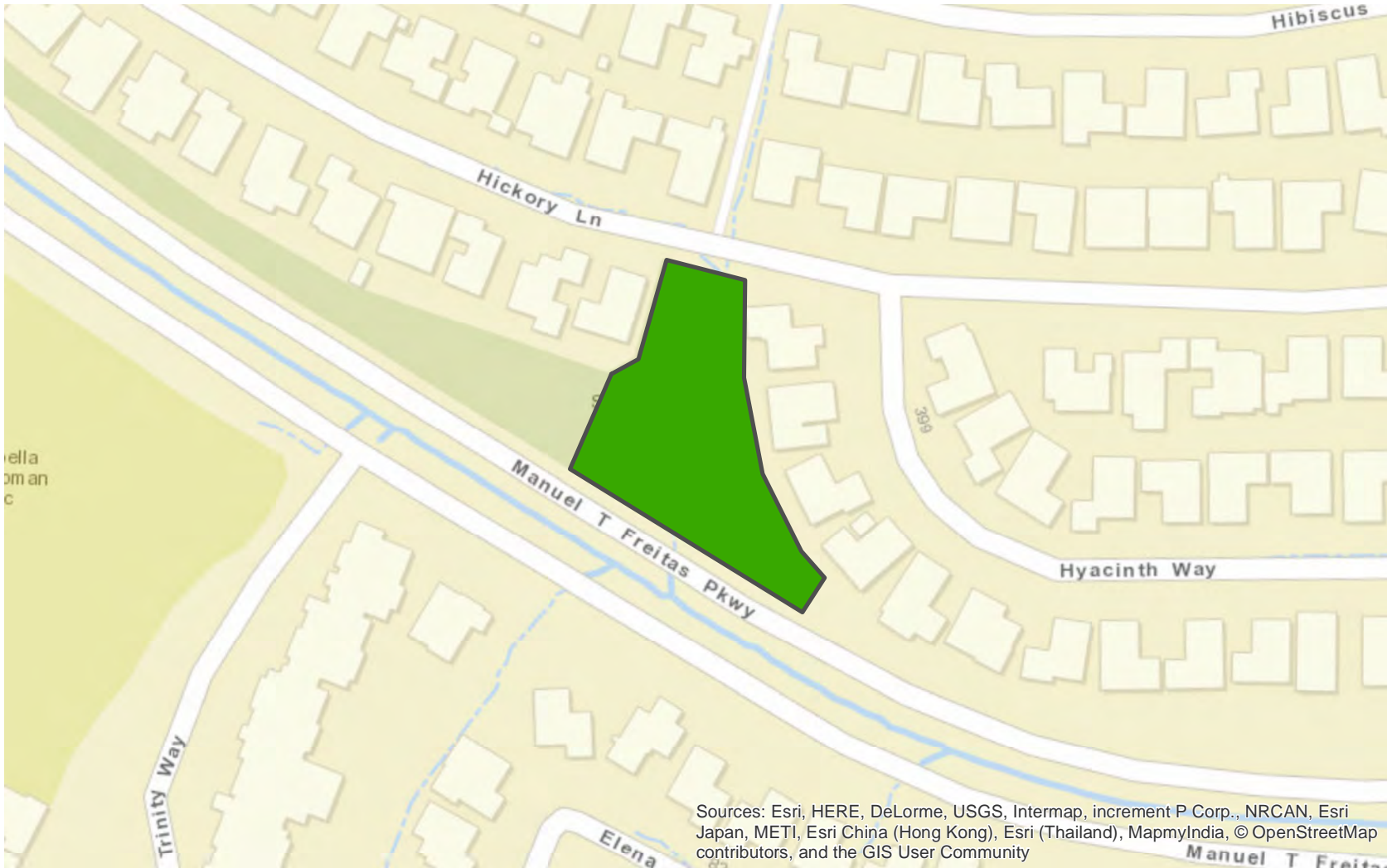
Bernard Hoffman Parkette



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Locations for San Rafael Parkette Routine Landscape Maintenance Bids

Munson Parkette



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Locations for San Rafael Parkette Routine Landscape Maintenance Bids

Schoen Parkette



Locations for San Rafael Parkette Routine Landscape Maintenance Bids

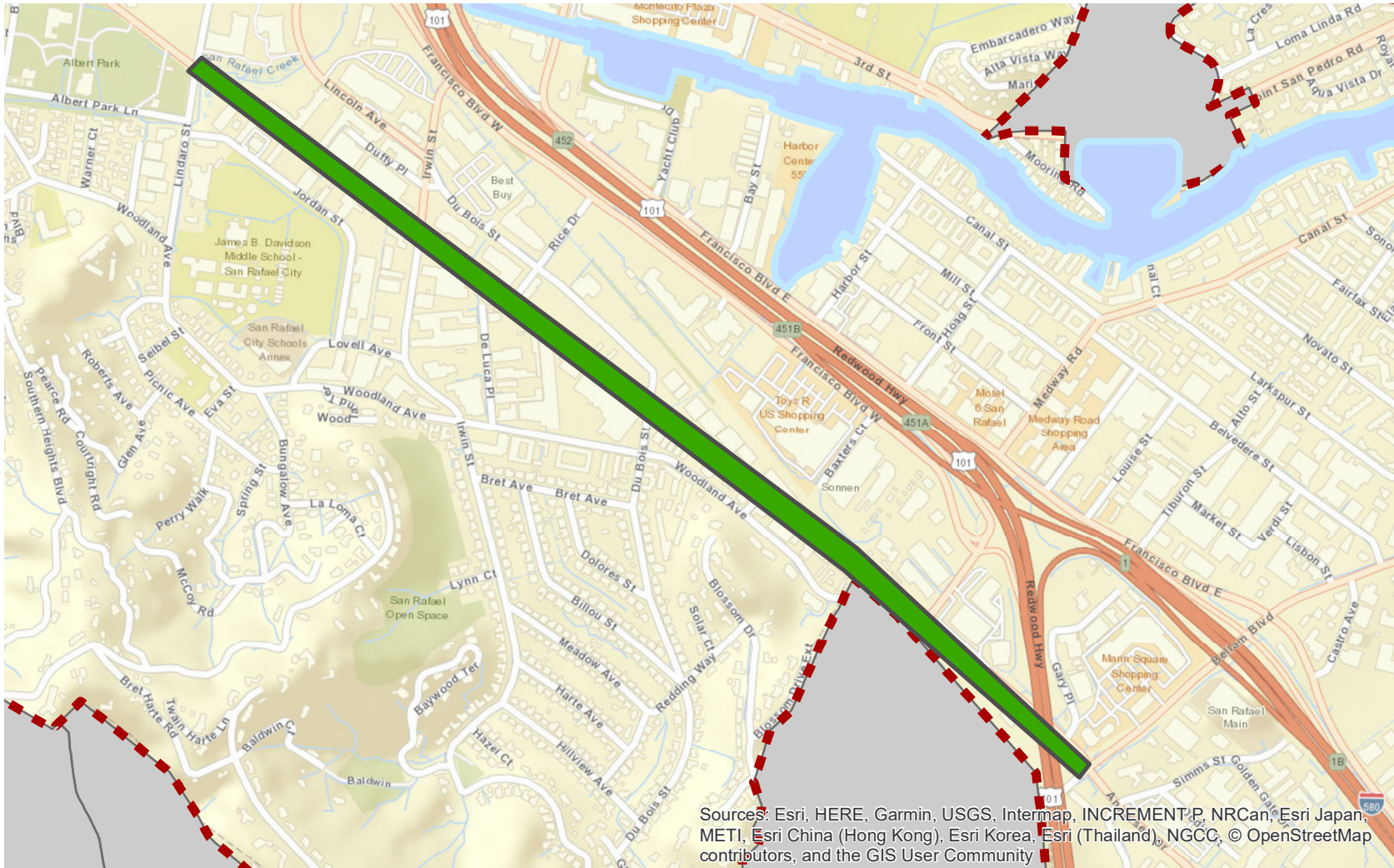
Spinnaker Parkette



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Locations for San Rafael Parkette Routine Landscape Maintenance Bids

Andersen Drive Sidewalks and Medians (15 medians plus the sidewalks on both sides)



Print Date: 2018-10-03

Document Path: X:\PublicWorks\ParksDivision\parkette_landscaping_bids\parkette_landscaping_bids.mxd