

**VEGETATION MANAGEMENT  
EVACUATION ROUTE CLEARANCE  
CITY OF SAN RAFAEL FIRE DEPARTMENT**

**10/10/2022**



**REQUEST FOR PROPOSAL (RFP)**

**Roadside Clearance along Public Roads**

**Deadline for Submission of Proposals: 10/19/2022**

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### SECTION ONE: GENERAL RFP SUMMARY

The City of San Rafael, through its Fire Department (“City”), is soliciting proposals from qualified and licensed tree service contractors, that are duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California, to provide roadway fuel reduction and vegetation clearance services within City right of way in multiple neighborhoods The roadways are within the entire San Rafael Zone. Maps of specific portions of the roads are appended and further discussed under Scope. The vegetation

work will include work alongside and overhead of the roadway with a focus on limbing, thinning, and removing vegetation as outlined in Section Four. Said services must meet all applicable federal, state and/or local regulations. The City shall retain the lowest bidder for the Scope of Services (see Section Four). The City shall retain only one tree contractor for the Scope of Services. Interested businesses are invited to submit proposals in accordance with the requirements of this Request for Proposal (RFP). Proposals must be submitted via Email to [calvin.schrader@cityofsanrafael.org](mailto:calvin.schrader@cityofsanrafael.org)

## SECTION TWO: ACTIVITIES

The proposed vegetation activities will occur weekdays, except holidays, between 7:00am to 5:00pm. This timeframe will conform with the appropriate noise ordinance (e.g., City of San Rafael Noise Ordinance § 8.13.050, Marin County Noise Ordinance § 6.70.030(5))<sup>4</sup>, which limits construction activities and other related work to Monday through Friday 7:00am to 6:00pm and Saturday from 9:00am to 5:00pm or 6:00pm, depending upon the ordinance. Work will progress along the roadway, limiting noise in any one location to a few hours. The type of noise is not uncommon in the built environment. Measures to minimize noise disruption to nearby neighbors and sensitive receptors will be implemented, as needed (NOI-1). Exceedances of local noise standards will not occur (given the short duration of noise generation in any one location and existing noise levels) and significant noise impacts will not occur.

## SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

Marin County voters passed Measure C in 2020, which established a 17-member Joint Powers Authority, the MWPA, to fund and oversee proactive state-of-the-art wildfire prevention and preparedness efforts within the County. Members include several cities and towns, fire protection districts, and community service districts. The MWPA was formed to develop and implement a comprehensive wildfire prevention and emergency preparedness plan throughout almost all of Marin County. This project is a Core Project that is funded by and within the purview of the MWPA. Core Projects include those projects that focus on wildfire detection, notification, and evacuation; vegetation management and fire hazard reduction; grants management; and public education.

The purpose of the project is to improve the safety of San Rafael roadways for routine use, emergency access, and emergency evacuation throughout neighborhoods, particularly in the hillsides of the San Rafael Zone. Improving the vegetation clearance along the identified routes will ensure safer routine use through improved visibility and clearance while also improving evacuation for residents and better access for first responders and emergency vehicles. The project will also improve access by local fire departments, improve visibility, and reduce heat exposure for evacuating residents in the event of an approaching wildfire.

## SECTION FOUR: SCOPE OF SERVICES

In order to improve evacuation routes, encroaching, invasive, non-native, and fire-hazardous vegetation and accumulated dead biomass will be reduced along roads in priority hillside neighborhoods throughout the City of San Rafael. Work will focus on roadside vegetation up to 15 feet above the road surface and up to 10 feet from road edges. Clearing vegetation and lower-level tree limbs from these areas will improve emergency responder access, reduce the amount of heat that evacuating residents might be exposed to during a fire, improve visibility, and expand usable width of roadways on narrow hillside streets. No healthy, mature trees will be removed under this project. Trimmings and removed vegetation will be disposed of through chipping or composting at regional facilities. Work will be performed at appropriate times of the year in order to reduce the potential for biological impacts (e.g., tree trimming work will mainly occur between September and mid-February, unless a recent nesting bird survey conducted by a qualified expert prior to the work confirms no active nests will be disturbed; grass mowing during summer months).

**Specific project treatments are as follows:**

Manual and mechanical hand tools will be used for vegetation trimming and removal. Crews will remove vegetation from the ground and will utilize bucket trucks to achieve the necessary vertical clearance. Bucket trucks, chainsaws, pole saws, chippers, and other tree removal and pruning equipment will be used for vegetation clearance.

1. Clear or trim ladder fuels, or vegetation that can easily carry fire from one plant to another, within the documented right-of-way area.
2. Remove all vegetation 8 inches in diameter or smaller within or hanging over the city right of way.
3. Trim or remove diseased and hazardous trees within or hanging over the city right of way, regardless of diameter, as determined by a Registered Professional Forester or Certified Arborist.
4. All vegetation that is cut or touched shall be removed by the contractor. All debris will be removed from the site and disposed of at either the Green Waste Recycle Yard or other green waste facilities.
5. Adequately account for aesthetics of the work, including clean cuts and low cut stumps.
6. Where feasible, invasive French and Scotch Broom will be pulled and care given to reduce spreading seed. When erosion control is a concern, it may be cut.
7. Adhere to the highest traffic control safety standards and obtain traffic control plan approval from the City of San Rafael Roads Engineer before any road closures, diversions or other traffic hindrances. (See Exhibit C)

**Equipment:**

The Contractor equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with competent, fully qualified operators. The Contractor shall provide all transportation of equipment, tools, personnel, and supplies to the work sites. Contractor shall be

responsible for all fuel, lubrication, repair, and replacement for Contractor's equipment. All chainsaws and other motorized equipment shall be equipped with Forest Service approved spark arrestors and meet California Division of Industrial Safety specifications. The following are minimum equipment requirements:

- Must be in good running condition with no fluid leaks or overheating problems
- Must be equipped with tools and supplies necessary for making emergency and routine repairs and servicing
- Canopy approved by the State of California, Division of Industrial Safety
- Power or hand saw may be needed
- Portable diesel engines shall be compliant with California's Air Resource Board's (ARB) portable diesel engine Airborne Toxic Control Measure (ATCM) and registered under ARB's Statewide Portable Equipment Registration Program (PERP)  
<https://www.arb.ca.gov/portable/portable.htm>
- Contractors and equipment will return to off-site yards each day.

**Safety:**

Contractor shall adhere and maintain compliance with OSHA safety requirements, including but not limited to; Illness and Injury Prevention Plan, crew safety training, personal protective equipment, and tailgate meetings. Contractor will maintain fire tools at the project site that meet Cal FIRE standards, per Title 14, California Code of Regulations 4428; items (a)&(b). If operations occur during fire season, as declared by CAL FIRE, a sealed fire toolbox shall be located within the operating area at a point accessible in the event of a fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. One or more serviceable chainsaws with a cutting bar 20 inches in length, or longer, shall be immediately available within the operating area. Each passenger vehicle used on the operation shall be equipped with one shovel and one axe.

**Weather:**

Inclement weather may delay work being completed as scheduled. Any days in which weather prohibits the safe operation of the project shall be agreed upon by the Contractor and the Project Coordinator and relayed to the City.

**Representation and Communication:**

The Contractor shall personally supervise the work under the contract or shall designate in writing to the City the name of its representative who shall at all times be present at the site of the work. The authorized representative shall have full authority to direct the work. The Contractor shall provide the City one (1) week's written notice of any change to its authorized representative.

<b>SECTION FIVE: MINIMUM QUALIFICATIONS</b>
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The successful proposer shall be able to provide the following minimum qualifications:

All Respondents must be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California.

**Tree Trimming and Pruning Standards:**

Trimming and pruning operations shall meet the most current editions of the following benchmark standards:

- American National Standards Institute (ANSI) A300 Pruning Standards
- ANSI Z133.1 Safety Standards
- ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors

**Standard 1:** All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

**Standard 2:** Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations.

**Standard 3:** Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as oaks and bays. Disinfectants shall be used before and after pruning individual trees.

**Standard 4:** Heading cuts shall not be used when pruning mature trees, except in very limited cases. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use shall be minimized.

**Standard 5:** Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s).

When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily.

A work zone shall be established and maintained for each tree trimming or other operation. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner

**Traffic Control:**

A closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp, or connector lanes, within a single traffic control system. **Contractor shall be responsible for providing traffic control and be familiar with associated ordinances and codes. Traffic control is one of our highest priorities for the safety and wellbeing of local homeowners and motorists.**

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 thereof.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Vehicular access to individual properties within the construction area shall not be restricted during evening hours nor for more than two hours during operations.

## SECTION SIX: PROPOSAL PACKAGE REQUIREMENT

### A. PROPOSAL FORMAT

- The proposal shall consist of: Bidder must submit bid via email to [calvin.schrader@cityofsanrafael.org](mailto:calvin.schrader@cityofsanrafael.org)
- List of 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.
- Cost breakdown per zone

### B. PROPOSAL ELEMENTS

1. **Experience** Please provide a synopsis of your work experience and any projects similar to what this RFP is requesting
2. **References** Please provide three (3) references with contact information that can speak to your previous work performed
3. **Cost** Please provide a cost for each zone.

## SECTION SEVEN: RFP PROCESS

### A. SUBMITTAL OF PROPOSALS

The City of San Rafael ("City") will accept electronic bid submittals for its City of San Rafael Roadside Clearance project ("Project"), by or before 10/19/2020, by 4:00 p.m. Bid submittals will be sent via email to the project manager at [calvin.schrader@cityofsanrafael.org](mailto:calvin.schrader@cityofsanrafael.org)

### B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted by **4:00 p.m., 10/18/2020**. Except for questions that might render the award of this contract invalid, the City will not respond to any questions submitted after this time. 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.



### **A. COSTS OF DEVELOPING THE PROPOSAL**

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the City.

### **C. PROPOSAL TERMS AND CONDITIONS**

It is the responsibility of each proposer to be familiar with all the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the City based upon ignorance of or misunderstanding of the specifications. Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations. By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the City's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the City determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The City may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or City may waive such deficiency, whichever is most advantageous to the City. The City cannot accept proposals from any individual who is currently employed with the City of San Rafael (California Government Code §29708).

### **D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES**

Proposals received in response to this solicitation, at the City's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The City reserves the right to negotiate modifications or revisions to any awarded contract.

### **E. OTHER REQUIREMENTS**

#### **a. For purposes of this RFP:**

The "City Representative" shall refer to the City's Emergency Manager, or their 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. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

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. **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 an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, 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.

e. **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 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 person, 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.

f. **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 thereof.

**g. Adjacent Properties**

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

**h. 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 of his determination 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. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

**i. Monthly Invoice 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 and total payments to date. These reports are to include the following information:

- Dates work was performed with daily number of crew members on-site
- Progress map of completed road segments
- Description of work performed

**j. Payment and Inspection**

Payment will be made for work satisfactorily completed as called for in the Contract. 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 and no further payment may be made thereof. The Contract rate 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.

**k. 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 cannot 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.

City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached, we will require a formal amendment to the Contract.

**F. NON-DISCRIMINATION**

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

<p><b>SECTION EIGHT: CONTRACT INFORMATION</b></p>
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**A. SAMPLE AGREEMENT**

A sample Agreement is attached to this RFP, which details all standard terms and conditions required by the City of San Rafael.

## **B. TERM/TERMINATION**

The term of the initial contract awarded under this RFP will be for three (3) calendar months starting from the date signed by all parties. By mutual agreement, this contract may be extended by one (1) month terms, under the following circumstances:

- The City receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all the contract's service requirements;
- The City continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the City.

The contract will be subject to termination by either party upon thirty (30) days' advance, written notice of intent to terminate. The City may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

## **C. FUNDING AVAILABILITY**

It is mutually agreed that if the City budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the City shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. City budget decisions are subject to the discretion of the Board of Supervisors. If funding for any fiscal year is reduced or deleted by the City budget for purposes of this program, the City shall have the option to either cancel this Agreement with no liability occurring to the City or offer an Agreement amendment to Contractor to reflect the reduced amount.

## **D. INSURANCE**

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached Contract for Evacuation Roadside Clearance (Attachment A). The required insurance certificates must comply with all requirements described in Attachment A and must be provided with the Contract.

## **E. HOLD HARMLESS**

Contractor shall indemnify, defend, save, protect and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "City") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorney's fees, the City may make by reason of such matters and, if requested by City, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations

under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Contractor shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. If such indemnification becomes necessary, the City Counsel for the City shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the City. This indemnification clause shall survive the termination or expiration of this Agreement

## EXHIBIT A – Scope of Work

Location: Each zone includes pre-identified priority roadways within a neighborhood. The standards to be applied for each zone are the same. Prior to bidding contractors are encouraged to complete site visits to fully understand the scope of work on the roadways listed and mapped below.

Zone 1 covers the majority of the City and is not considered a unique project

Zone 2 is a unique project within the San Rafael zone

### Zone 1:

Row Labels	Sum of Miles Round	Sum of Feet Round
Bayside Acres	0.08	407
Bret Harte	0.32	1702
California Park	0.19	976
Civic Center	0.02	128
Country Club	0.02	93
Dominican/Black Canyon	0.58	3057
Fairhills	0.25	1338
Francisco Boulevard West	0.01	6
Gerstle Park	0.01	32
Glenwood	0.14	746
Lincoln/San Rafael Hill	0.45	2390
Lucas Valley	0.07	351
Marinwood	0.11	572
Mont Marin/San Rafael Park	0.01	30
Montecito/Happy Valley	0.11	589
North San Rafael Commercial Center	0.13	669
Peacock Gap	0.21	1096
Picnic Valley	0.08	411
Rafael Meadows/Los Ranchitos	0.1	500
Santa Venetia	0.05	248
Sun Valley	0.42	2221
Terra Linda	1.37	7220
West End	0.03	141
<b>Grand Total</b>	<b>4.76</b>	<b>24923</b>

Zone 2:

<b>Row Labels</b>	<b>Sum of Miles</b>
Santa Venetia	0.26
Santa Venetia	0.97
<b>Grand Total</b>	<b>1.23</b>