

**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**

## Table of Contents

|  |                              |
|--|------------------------------|
| <b>SECTION ONE: GENERAL RFP SUMMARY</b> .....                            | 2                            |
| <b>SECTION TWO: ACTIVITIES AND TIMELINE</b> .....                        | 3                            |
| <b>SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW</b> .....              | 3                            |
| <b>SECTION FOUR: SCOPE OF SERVICES</b> .....                             | 3                            |
| <b>SECTION FIVE: MINIMUM QUALIFICATIONS</b> .....                        | 5                            |
| <b>SECTION SIX: PROPOSAL PACKAGE REQUIREMENT</b> .....                   | 8                            |
| <b>A. PROPOSAL FORMAT</b> .....  | 8                            |
| <b>B. PROPOSAL ELEMENTS</b> .....  | 8                            |
| <b>SECTION SEVEN: RFP PROCESS</b> .....                                  | 8                            |
| <b>A. SUBMITTAL OF PROPOSALS</b> .....                                   | 8                            |
| <b>B. SUBMITTER’S QUESTIONS</b> .....                                    | 8                            |
| <b>C. PROPOSAL TERMS AND CONDITIONS</b> .....                            | 9                            |
| <b>D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES</b> .....         | 9                            |
| <b>E. OTHER REQUIREMENTS</b> .....                                       | 9                            |
| <b>F. NON-DISCRIMINATION</b> .....                                       | 12                           |
| <b>SECTION EIGHT: CONTRACT INFORMATION</b> .....                         | 12                           |
| <b>A. SAMPLE AGREEMENT</b> .....   | 12                           |
| <b>B. TERM/TERMINATION</b> .....   | 13                           |
| <b>C. FUNDING AVAILABILITY</b> .....                                     | 13                           |
| <b>D. INSURANCE</b> .....  | 13                           |
| <b>EXHIBIT A – Scope of Work</b> .....                                   | 15                           |
| <b>EXHIBIT B - PROPOSAL FORM</b> .....                                   | Error! Bookmark not defined. |
| <b>EXHIBIT C – ACKNOWLEDGEMENT OF TRAFFIC CONTROL REQUIREMENTS</b> ..... | Error! Bookmark not defined. |

### 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> |
|---|

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> |
|---|

**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:

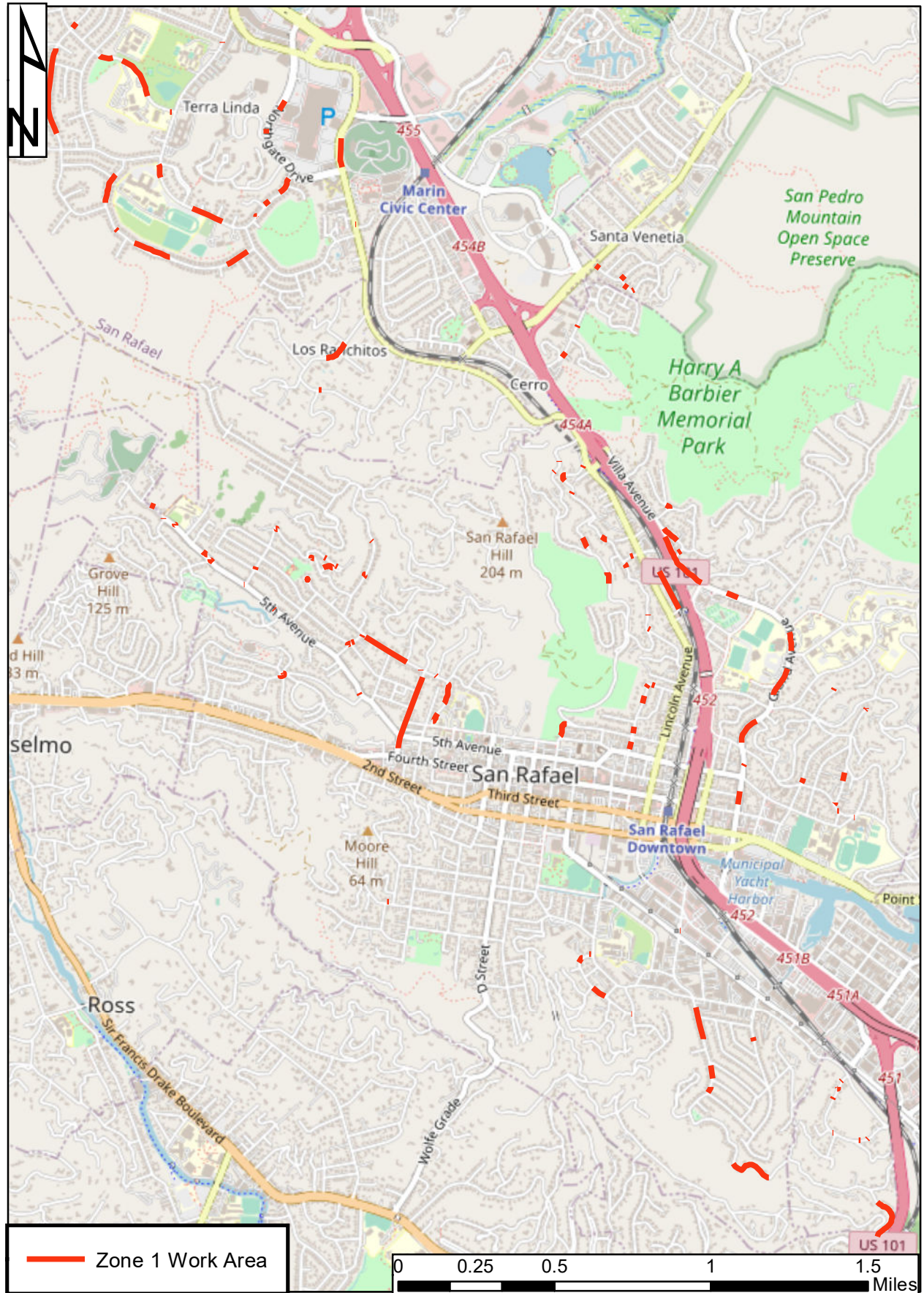
| <b>Row Labels</b>                  | <b>Sum of Miles<br/>Round</b> | <b>Sum of Feet<br/>Round</b> |
|------------------------------------|-------------------------------|------------------------------|
| Bayside Acres                      | 0.08                          | 407                          |
| 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:

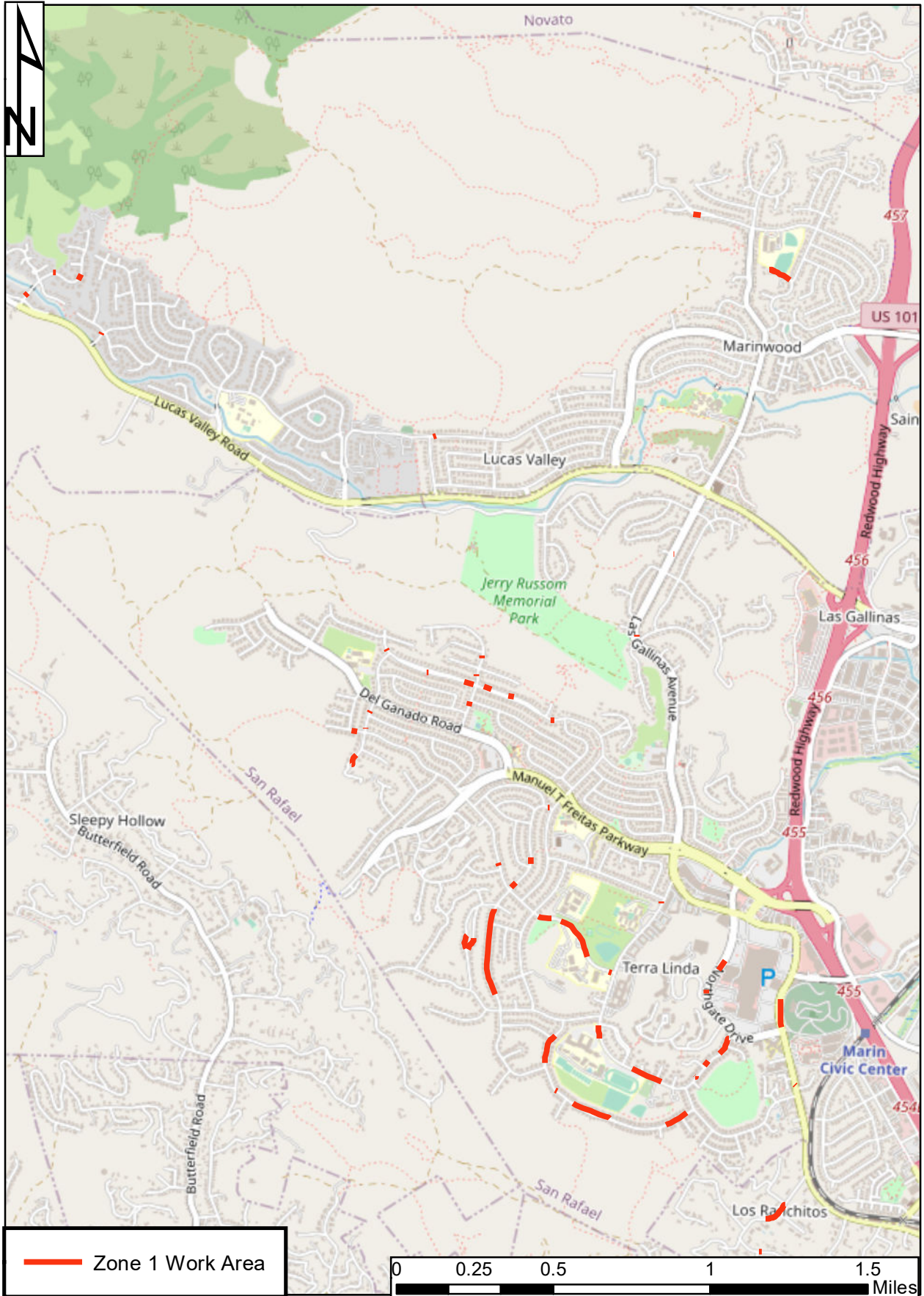
| <b>Row Labels</b>  | <b>Sum of Miles</b> |
|--------------------|---------------------|
| Santa Venetia      | 0.26                |
| Santa Venetia      | 0.97                |
| <b>Grand Total</b> | <b>1.23</b>         |



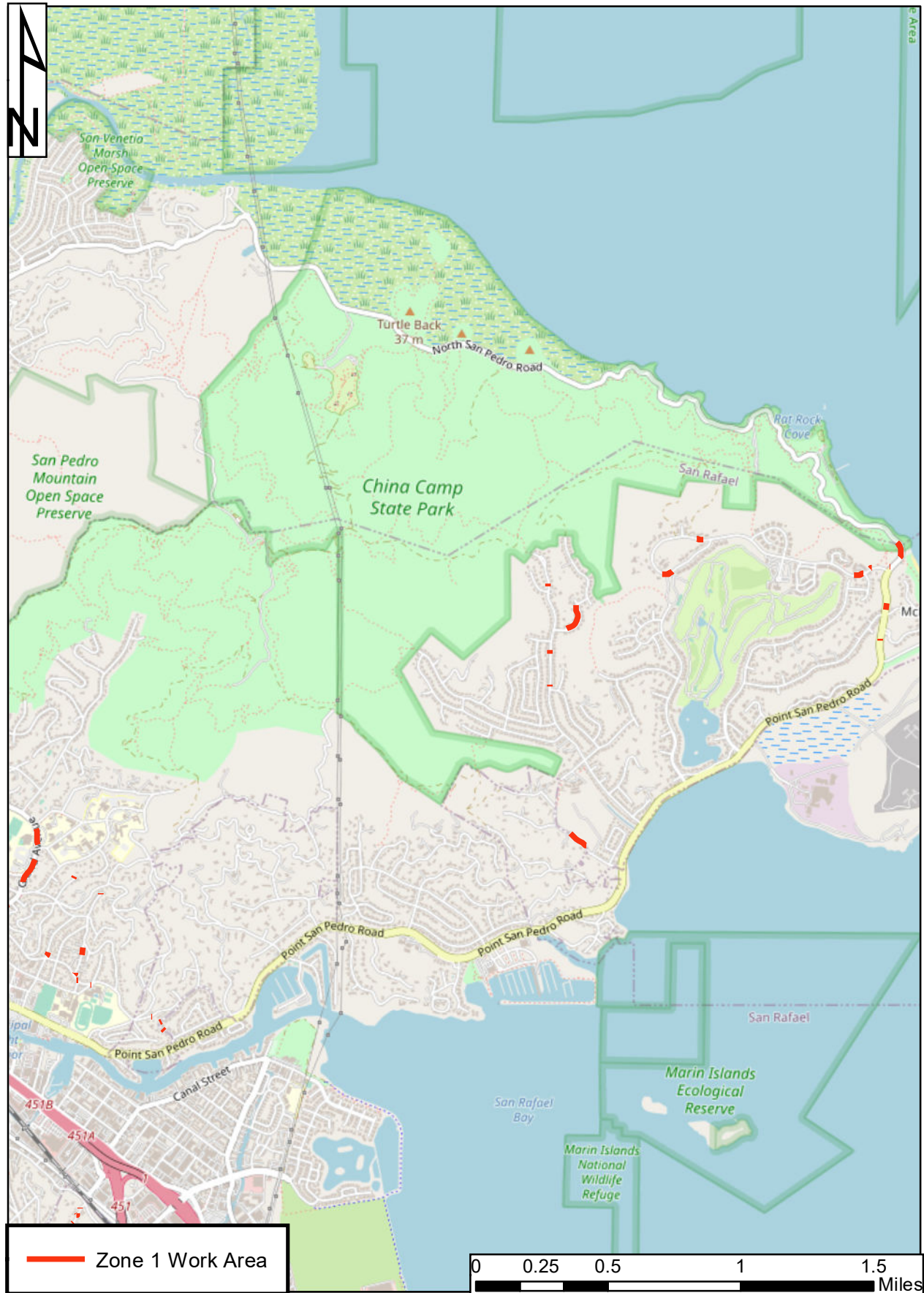
# Roadside Phase 3 South Central



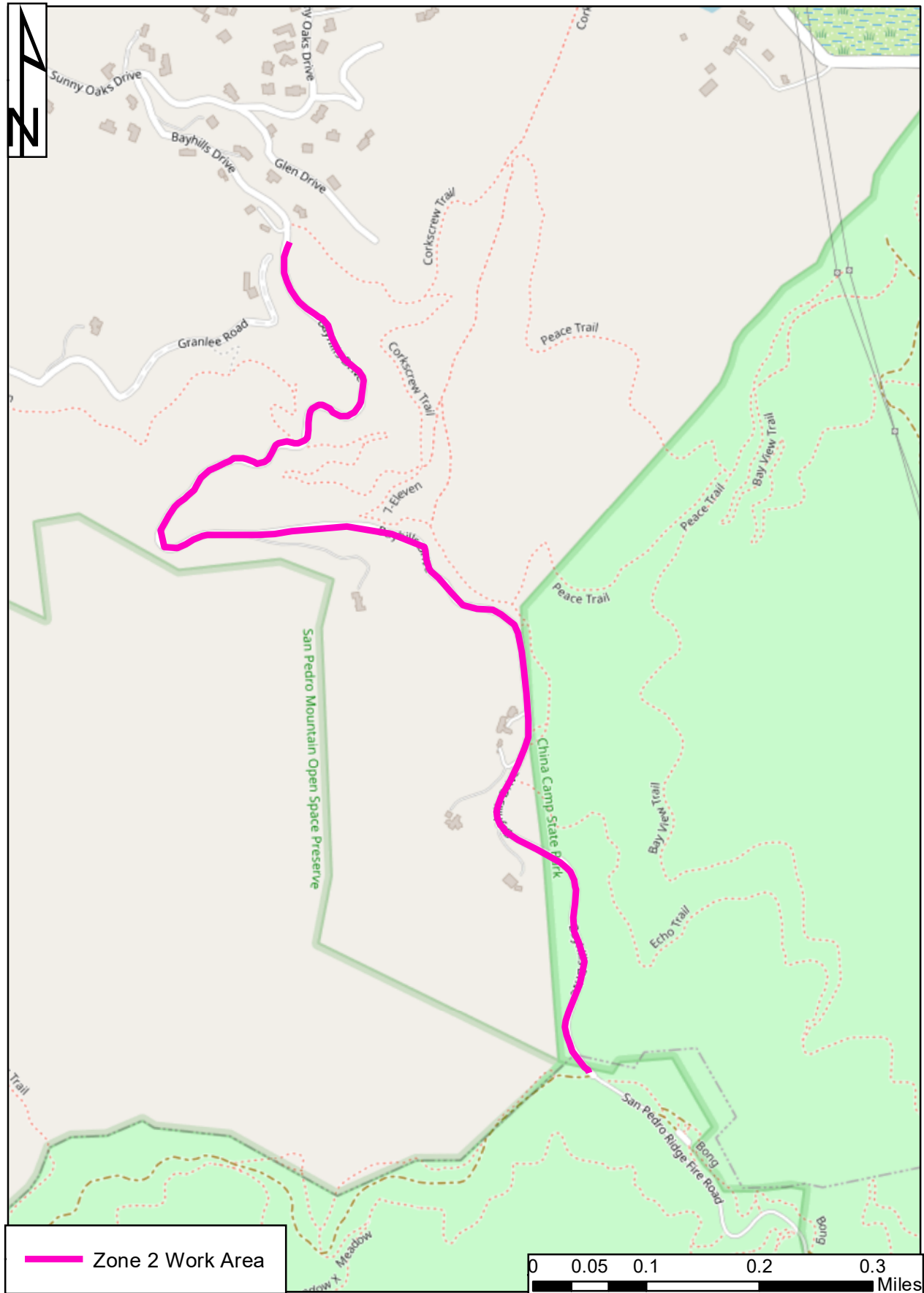
# Roadside Phase 3 North Central



# Roadside Phase 3 East



# Roadside Phase 3 Zone 2



# CITY OF SAN RAFAEL

Department of Public Works  
111 Morphew Avenue  
San Rafael, CA 94901

## Public Works Contract for Projects up to \$175,000

This public works contract ("Contract") is entered into by and between the City of San Rafael ("City") and < \_\_\_\_\_ > ("Contractor"), a \_\_\_\_\_ <insert type of business entity>, for work on the City's < \_\_\_\_\_ > ("Project"), and is effective on \_\_\_\_\_, 20\_\_ ("Effective Date").

The parties agree as follows:

**1. Scope of Work.** Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("Work"), as specified in **Exhibit A, Scope of Work**, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control. This Project requires a valid California contractor's license for the following classification(s): \_\_\_\_\_

**2. Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:

- 2.1 Notice Inviting Bids;
- 2.2 Contract;
- 2.3 Addenda, if any;
- 2.4 Exhibit A – Scope of Work;
- 2.5 Exhibit B – Payment, Performance, and Bid Bonds;
- 2.6 Exhibit C – Noncollusion Declaration;
- 2.7 Exhibit D – Bid Schedule;
- 2.8 Exhibit E – Subcontractor List.

**3. Contract Price.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$ \_\_\_\_\_ (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions contained herein.

**3.1 Payment.** Contractor must submit an invoice on the first day of each month during the Contract Time, defined in Section 4 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment and any incidental costs incurred. Contractor warrants that title to all work, materials and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor.

**3.2 Payment and Performance Bonds.** If the Contract Price is over \$25,000, then Contractor must provide City with a payment bond and a performance bond using the bond forms included in this Contract as **Exhibit B, Bond Forms**, and submit the bonds with the executed Contract. Each bond must be issued by a surety admitted in California. If an issuing surety cancels a bond or becomes insolvent, Contractor must provide a substitute bond from a surety acceptable to City within seven days after written notice from City. If Contractor fails to substitute an acceptable surety within the specified time, City may, in its sole discretion and without prior notice to Contractor, purchase such bond(s) at Contractor's expense and deduct the cost from payments otherwise due to Contractor, or terminate the Contract.

---

<enter project name>  
City Project #: <enter proj no.>

Approved by City Attorney, dated 03/28/2022

Up to \$175,000 Contract  
Page 1

**4. Time for Completion.** Contractor will fully complete the Work within \_\_\_\_\_ days from the date the City authorizes Contractor to proceed with the Work (“Contract Time”).

**5. Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Contractor must pay liquidated damages in the amount of \_\_\_\_\_ per day for each day of unexcused delay in completion.

**6. Standard of Care.** All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor’s sole expense, any Work that the City determines is deficient or defective.

**7. Permits and Licenses.** Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor’s license and a City business license.

**8. Indemnification.** Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers (the “Indemnitees”) from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, subcontractors, representatives, or agents in performing the Work of failing to comply with any obligation of Contractor under this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers’ Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract. City will notify Contractor of any third-party claim pursuant to Public Contract Code section 9201.

**9. Insurance.** Contractor will, at all times under this Contract, maintain the insurance coverage required in this section to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

**9.1 Workers’ Compensation.** Statutory coverage is required by the California Workers’ Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer’s liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

**9.2 Liability.** Commercial General Liability (“CGL”) insurance issued on an occurrence basis, including coverage for liability arising from Contractor’s or its subcontractor’s acts or omissions in performing the Work, including Contractor’s protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer’s non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**9.3 Automotive.** Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

**9.4 Subrogation Waiver.** Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City’s insurers.

**9.5 Required Endorsements.** The CGL policy and the automotive liability policy must include the following specific endorsements:

- (1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.
- (2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
- (3) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").
- (4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.
- (5) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

**10. Labor Code Compliance.** Unless the Contract Price is \$1,000 or less, the Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

**10.1 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

**10.2 Working Day.** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.

**10.3 Payroll Records.** Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("**DIR**"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Contract Price

is under \$25,000, Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

**10.4 Apprentices.** If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.

**10.5 DIR Monitoring, Enforcement, and Registration.** This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Contractor and any subcontractors must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Contract Price is for under \$25,000.

**11. Workers' Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

**12. Termination.**

**12.1 Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

**12.2 Termination for Default.** The City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

**13. Dispute Resolution.** Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

**14. Waiver.** A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

**15. Warranty.** Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("Warranty Period"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work



or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

**16. Worksite Conditions.**

**16.1 Clean and Safe.** Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis the Contractor must remove and properly dispose of debris and waste materials from the Work site.

**16.2 Inspection.** Contractor will make the Work accessible at all times for inspection by the City.

**16.3 Hazardous Materials.** Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

**16.4 Utilities, Trenching and Excavation.** As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, then it must also comply with Public Contract Code section 7104.

**17. Records.** Unless otherwise specified in Exhibit A, Contractor must maintain and update a separate set of as-built drawings while the Work is being performed, showing changes from the Work as planned in Exhibit A, or any drawings incorporated into this Contract. The as-built drawings must be updated as changes occur, on a daily basis if necessary.

**18. Conflicts of Interest.** Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

**19. Non-Discrimination.** No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

**20. Independent Contractor.** City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.

**21. Assignment of Unfair Business Practice Claims.** Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

**22. Notice.** Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

**City:**  
Address: 111 Morphey Street  
City/State/Zip: San Rafael, CA 94901  
Phone: <enter phone number>  
Attn: <name, position>  
Email: <email>

**Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

**23. General Provisions.**

**23.1 Compliance with All Laws.** Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

**23.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

**23.3 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

**23.4 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.

**23.5 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

**23.6 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

**23.7 Integration; Severability.** This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

**23.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor

is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_  
JIM SCHUTZ, City Manager

s/ \_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

s/ \_\_\_\_\_  
LINDSAY LARA, City Clerk

Date: \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

Seal:

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License Number(s) and Expiration Date(s)

- Exhibit A: Scope of Work**
- Exhibit B: Bond Forms**
- Exhibit C: Noncollusion Declaration**
- Exhibit D: Bid Schedule**
- Exhibit E: Subcontractor List**

END OF CONTRACT

**Exhibit A**  
**SCOPE OF WORK**

---

<enter project name>  
City Project #: <enter proj no>

Up to \$175,000 Contract  
Scope of Work

Approved by City Attorney, dated 03/28/2022

**Exhibit B**  
**BOND FORMS**

*Required for contracts over \$25,000.*

**Payment Bond**

City of San Rafael ("**City**") and \_\_\_\_\_ ("**Contractor**") have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ ("**Contract**") for work on the \_\_\_\_\_ ("**Project**"). The Contract is incorporated by reference into this Payment Bond ("**Bond**").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("**Surety**"), are bound to City as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Marin County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 20\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_ Date  
ROBERT F. EPSTEIN, City Attorney

END OF PAYMENT BOND



## Performance Bond

City of San Rafael ("**City**") and \_\_\_\_\_ ("**Contractor**") have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ ("**Contract**") for work on the \_\_\_\_\_ ("**Project**"). The Contract is incorporated by reference into this Performance Bond ("**Bond**").

1. **General.** Under this Bond, Contractor as Principal and \_\_\_\_\_, its surety ("**Surety**"), are bound to City as obligee for an amount not less than \$ \_\_\_\_\_. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void upon City's acceptance of the Project, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Compensation minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under the Contract, time being of the essence, Surety must act within seven calendar days of receipt of the notice to remedy the default through one of the following courses of action:
  - 4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract documents, at Surety's expense; or
  - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining services completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
6. **Notice.** Notice to Surety must be given or made in writing and sent to the Surety via personal delivery, U.S. Mail, or a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for the Surety must be given as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Marin County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title [print]

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR: \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

\_\_\_\_\_  
Date

END OF PERFORMANCE BOND

**Bid Bond**

\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ (“Bid”), to the City of San Rafael (“City”) for work on the \_\_\_\_\_ (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF BID BOND

**Exhibit C**  
**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_  
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

s/ \_\_\_\_\_

\_\_\_\_\_  
Name [print]

END OF NONCOLLUSION DECLARATION

**Exhibit D**  
**BID SCHEDULE**

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance      CF = Cubic Feet      CY = Cubic Yard      EA = Each      LB = Pounds  
 LF = Linear Foot      LS = Lump Sum      SF = Square Feet      TON = Ton (2000 lbs.)

| BID<br>ITEM<br>NO. | ITEM DESCRIPTION | EST. QTY. | UNIT | UNIT<br>COST | EXTENDED<br>TOTAL AMOUNT |
|--------------------|------------------|-----------|------|--------------|--------------------------|
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |
|                    |                  |           |      |              |                          |

TOTAL BASE BID:      Items 1 through \_\_\_\_\_ inclusive: \$ \_\_\_\_\_

*Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.*

This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
License #, Expiration Date, and Classification

\_\_\_\_\_  
Address

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

**Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

|           |                |
|-----------|----------------|
| Addendum: | Date Received: |
| #01       | _____          |
| #02       | _____          |
| #03       | _____          |
| #04       | _____          |

|           |                |
|-----------|----------------|
| Addendum: | Date Received: |
| #05       | _____          |
| #06       | _____          |
| #07       | _____          |
| #08       | _____          |

END OF BID SCHEDULE

**Exhibit E**  
**SUBCONTRACTOR LIST**

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the bidder's total Contract Price,<sup>1</sup> the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

| <b>DESCRIPTION OF WORK</b> | <b>SUBCONTRACTOR NAME</b> | <b>CALIFORNIA CONTRACTOR LICENSE NO.</b> | <b>LOCATION OF BUSINESS</b> | <b>DIR REG. NO.</b> | <b>PERCENT OF WORK</b> |
|----------------------------|---------------------------|--|-----------------------------|---------------------|------------------------|
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |
|                            |                           |  |                             |                     |                        |

END OF SUBCONTRACTOR LIST

<sup>1</sup> For street or highway construction this requirement applies to any subcontract of \$10,000 or more.