



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Fire and Public Works

Prepared by: Jonathan Schellin, Sr. Mgmt.  
Analyst  
Thomas Wong, Sr. Mgmt. Analyst

City Manager Approval: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'CJ', written over a horizontal line.

**TOPIC: ON-CALL VEGETATION MANAGEMENT SERVICE LEVEL AGREEMENTS**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO SERVICE LEVEL AGREEMENTS WITH SEVEN (7) RESPONSIBLE AND RESPONSIVE CONTRACTORS FOR UP TO FOUR (4) YEARS FOR ON-CALL VEGETATION MANAGEMENT SERVICES IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$3,125,000 PER FISCAL YEAR, AND AUTHORIZE A SUPPLEMENTAL FY 2023-24 BUDGET APPROPRIATION OF \$1,500,000 OF AVAILABLE MEASURE C (FUND 242) FUNDING TO SUPPORT WILDFIRE FUEL REDUCTION CONTRACT COSTS TO BE REIMBURSED BY THE MARIN WILDFIRE PREVENTION AUTHORITY.**

**RECOMMENDATION:**

Adopt a resolution authorizing the City Manager to negotiate and enter into service level agreements with seven responsible and responsive contractors for up to four years for On-Call Vegetation Management services, in the total not-to-exceed amount of \$3,125,000 per fiscal year and authorize a supplemental FY 2023-24 budget appropriation of \$1,500,000 of available Measure C (fund 242) funding to support wildfire fuel reduction contract costs to be reimbursed by the MWPA.

**BACKGROUND:**

The City of San Rafael has regular needs for vegetation management services in support of several crucial operations to ensure the safety and well-being of its residents and community. These services cover three main categories: Routine Tree and Vegetation Services (Category A), Wildfire Fuel Reduction Services (Category B), and Emergency On-Call Tree services (Category C). Each may include specialized equipment supporting these services as required by the Fire and Public Works Departments. To procure these services, the Fire and Public Works Departments combined their service needs to leverage greater purchasing power while improving the efficiency of procuring these services with a joint Request for Proposals (RFP).

The Department of Public Works maintains drainage channels, clears right-of-way obstructions, and maintains medians for safety and visibility, all of which require work with large-scale vegetation and tree operations. Previously, routine tree and vegetation services have been obtained by the Public Works

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

Department through one-time, project-specific contracts or work orders. This limited the work for each occurrence to small projects, each requiring its own agreement and resulting in significant inefficiencies for both the City and contractors.

In March 2020, Marin County voters approved Measure C, a parcel tax to fund wildfire prevention efforts in Marin County. Measure C established and funds the Marin Wildfire Prevention Authority (MWPA). The MWPA consists of 17 Marin County agencies and is tasked with improving wildfire safety for all Marin residents, businesses, and visitors. The City receives nearly \$4 million in Measure C revenue each year for local wildfire prevention activities. The City's Fire Department and Office of Emergency Services prioritize and administer this work, resulting in the need for several different specialized vegetation and tree management contractors. Projects funded by Measure C include open space shaded fuel breaks, wildfire mitigation projects, and direct assistance to residents to support the removal of hazardous vegetation. In FY 2022-23 the Fire Department spent \$1,350,000 directly on vegetation management projects.

In the event of severe weather, the City often needs to respond to time-sensitive events such as vegetation and debris damage and obstruction of public rights-of-way. To respond in a timely manner, and often outside of regular business hours, the City routinely contracts for the various labor and expertise needed in these situations. In these circumstances, Public Works Staff will contact a contractor from Public Work's contractor list on a rotating basis and work with the first available respondent. Since this work is time-sensitive due to the critical need to restore services and the public right-of-way, the City rarely has the opportunity to competitively bid this work.

**ANALYSIS:**

The Fire and Public Works Departments issued a joint RFP on October 5, 2023, with advertisements online and in the Marin Independent Journal. The City received proposals from eleven different contractors by the RFP deadline of October 25, 2023. Proposals were evaluated by a committee consisting of Fire and Public Works staff and the requirements included in the RFP. There were three categories of work advertised, and contractors were eligible to be declared responsive and responsible for any one or multiple categories of work depending on their proposals.

After carefully reviewing each proposal, the following companies were found to be responsive and responsible:

**Category A: Routine Tree and Vegetation Services:**

Forest & Kroger, Jorge's Tree Service, Skyview Tree Experts, Treemasters, West Coast Tree Service, West Coast Arborist

**Category B: Wildfire Fuel Reduction:**

Forster & Kroger, Mountain Enterprises

**Category C: Emergency On-Call Vegetation Services:**

Jorge's Tree Services, Treemasters

Four contractors were deemed non-responsive/responsible or had a proposal that did not meet the needs and standards outlined in the RFP.

The seven responsible and responsive contractors are proposed to have Service Agreements awarded in the annual not-to-exceed amounts listed in Table 1 below. task/purchase Orders, accompanied by contractor proposals, will be issued under each agreement to authorize specific work scopes. In the case of emergency on-call tree services (Category C), the Fire Chief or Director of Public Works may provide authorization for the work in advance of executing the task/purchase Order.

Each contractor will be offered an initial contract term of one year. The term may be extended by the City up to three times, each for a period not to exceed one year. By utilizing a contract structure with an initial one-year term and three built-in extension periods the City has added flexibility in managing the number of contractors and large scope of work over this period.

Each service level agreement will have a total not-to-exceed amount limiting what is authorized to be expensed with that contractor, for each year of the contract. The not-to-exceed amount stated in each service level agreement does not guarantee the contractor any work, but rather, the amount spent cannot exceed the annual not to exceed amount. The requested dollar amounts balance the need for proper spending authorizations and controls with providing flexibility in managing the large scope of work and the potential of one or more contractors not meeting City standards and, therefore, not continuing their work for the City. The not-to-exceed amount for each service level agreement will be tracked by using a project number to ensure no contractor exceeds the amount authorized over the lifetime of the agreement. Each task order issued under a service level agreement will be tracked using a unique purchase order number. This ensures no single project exceeds the amount authorized in the task order. Each department will provide the Finance Director and the City Manager with a quarterly report on the remaining balances of each contract. At the conclusion of the first year of these service level agreements, staff will provide an update on this new contracting structure to the City Council.

**Table 1**

<b>Contractor</b>	<b>Category</b>	<b>Department</b>	<b>Annual NTE Total</b>
<b>Forester + Kroeger</b>	B	FD	\$500,000
<b>Jorge’s Tree Service</b>	A	FD	\$250,000
<b>Mountain Enterprise</b>	B	FD	\$1,000,000
<b>SkyView Tree Experts</b>	A	FD	\$200,000
<b>West Coast Tree Service</b>	A	FD	\$50,000
<b>Forester + Kroeger</b>	A	PW	\$600,000
<b>Treemasters</b>	A	PW	\$200,000
<b>West Coast Arborist</b>	A	PW	\$100,000
<b>Jorge’s Tree Services</b>	C	PW	\$75,000
<b>Treemasters</b>	C	PW	\$150,000
<b>Total</b>			<b>\$3,125,000</b>

**FISCAL IMPACT:**

Funds for Public Works’ services under these contracts will come from multiple funds as determined by the type and location of work. The funds used for citywide based work will be the General Fund (001),

Street Maintenance Fund (225), Gas Tax Fund (206) and Stormwater Fund (205). When appropriate, various assessment district funds will be used if the work is in support of City obligations for those districts. All FY 2023-34 work taking place under the recommended contracts will be within current budgeted amounts, and no additional appropriations are required for FY 2023-24. Appropriations beyond FY 2023-24 will be included in the regular budgeting approval process with the City Council for each fiscal year.

Funding for the Fire Department contracts solicited in this RFP is provided through Measure C Wildfire Prevention, Fund (242). The MWPA has allocated both grant and dedicated local funds to support these service level agreements for FY2023-24 and subsequent years. While Local Measure C funding appropriations supporting routine vegetation management services are included in the approved FY 2023-24 budget. Staff is seeking authorization to appropriate \$1,500,000 in Measure C funds to support the contract work related to the Wildfire Fuel Reduction – CORE program, as well as to budget for the anticipated reimbursement payments from the Marin Wildfire Prevention Authority.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Adopt the resolution authorizing the City Manager to enter into service level agreements as recommended.
2. Do not authorize the City Manager to enter into the agreements and provide further direction to staff.

**RECOMMENDED ACTION:**

Adopt a resolution authorizing the City Manager to negotiate and enter into service level agreements with seven responsible and responsive contractors for up to four years for on-call vegetation management services, in the total not-to-exceed amount of \$3,125,000 per fiscal year and authorize a supplemental FY 2023-24 budget appropriation of \$1,500,000 of available Measure C (fund 242) funding to support wildfire fuel reduction contract costs to be reimbursed by the Marin Wildfire Prevention Authority.

**ATTACHMENTS:**

1. Resolution
2. Draft Services Agreement Template

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO SERVICE LEVEL AGREEMENTS WITH SEVEN (7) RESPONSIBLE AND RESPONSIVE CONTRACTORS FOR UP TO FOUR (4) YEARS FOR ON-CALL VEGETATION MANAGEMENT SERVICES IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$3,125,000 PER FISCAL YEAR, AND AUTHORIZE A SUPPLEMENTAL FY2023-24 BUDGET APPROPRIATION OF \$1,500,000 OF AVAILABLE MEASURE C (FUND 242) FUNDING TO SUPPORT WILDFIRE FUEL REDUCTION CONTRACT COSTS TO BE REIMBURSED BY THE MWPA.**

**WHEREAS**, San Rafael's Fire and Public Works Departments routinely utilize contract labor and equipment to manage the City's trees and vegetation; and

**WHEREAS**, previous tree and vegetation services have been obtained through one-time, project specific contracts; and

**WHEREAS**, the Fire and Public Works Departments combined their service needs to leverage greater purchasing power and more efficiently procure these services through a Request for Proposals; and

**WHEREAS**, the City received and evaluated eleven (11) proposals and found seven (7) vendors to be responsive and responsible; and

**WHEREAS**, funding is currently provided in the FY2023-24 budget to support Public Works managed services as well as for Fire Department managed routine Tree and Vegetation Management services; and

**WHEREAS**, supplemental budget appropriations are required to support the Fire Department's Wildfire Fuel Reduction program efforts supported by Measure C and funded through reimbursement from the Marin Wildfire Protection Agency (MWPA);

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of San Rafael authorizes the City Manager to negotiate and enter into seven (7) service level agreements with the selected vendors for up to four (4) years for On-Call Vegetation

Management services in the annual total not-to-exceed amount of \$3,125,000, as detailed in the staff report accompanying this resolution; and be it

**FURTHER RESOLVED** that the City Council authorize a supplemental FY2023-24 budget appropriation of \$1,500,000 from Measure C (Fund 242) to support anticipated contract services costs to be reimbursed by the MWPA.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 18<sup>th</sup> day of December 2023 by the following vote, to wit:

**AYES:            COUNCILMEMBERS:**  
**NOES:            COUNCILMEMBERS:**  
**ABSENT:        COUNCILMEMBERS:**

Lindsay Lara, City Clerk

**SERVICE LEVEL AGREEMENT  
BY AND BETWEEN  
THE CITY OF SAN RAFAEL  
AND  
CONTRACTOR'S NAME  
FOR VEGETATION MANAGEMENT SERVICES**

This Service Level Agreement ("Contract") is entered into by and between the City of San Rafael ("City") and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ <insert type of business entity>, for vegetation management services, and is effective on \_\_\_\_\_ ("Effective Date").

The parties agree as follows:

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

- 1.1 Contract;
- 1.2 Addenda, if any;
- 1.3 Task (or Purchase) Orders;
  - 2.3.1 Scope of Work and Proposal;
  - 2.3.2 Subcontractor List;
- 1.4 Exhibit A – Insurance Requirements.

**2. Project Task (or Purchase) Orders.** All work performed by Contractor pursuant to this Contract shall be authorized through a Task (or Purchase) Order issued by the City for a specific project. 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 vegetation management Scope of Work ("Work"), as specified in the project Task Order issued by the City, 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. A Task Order is effective only when signed by an authorized representative of the City.

**2.1 Scope of Work and Proposal.** Contractor shall submit a proposal to complete the Work which, upon acceptance by the City, shall be incorporated into a duly authorized Task Order.

**2.2 Subcontractors.** Contractor shall provide a list of all subcontractors it will subcontract with to complete the Work which, upon acceptance by the City, shall be incorporated into a duly authorized Task Order.

**2.3 Amendments.** No amendment or modification of a Task Order will be binding unless it is in a writing duly authorized and signed by the City.

**3. Task Order 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 total amount specified in a duly authorized Task Order issued under this Contract. (the "Task Order 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 Contractor's proposal set forth in the Task Order and the payment provisions contained herein.

**3.1 Annual Not-to-Exceed Contract Amount.** The total amount of all Task Orders issued annually under this Contract, beginning on the Effective Date, shall not exceed \$ \_\_\_\_\_. Nothing in this Contract shall obligate the City to award Contractor any Work under this Contract and any Work authorized by the City under this Contract shall be dependent on appropriated funding.

**3.2 Annual Rate Increases.** Contractor shall not increase its rates throughout the Term of this Contract, except that Contractor may adjust its rates no more than once annually at a maximum amount

equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

**3.3 Payment.** Contractor must submit an invoice on the first day of each month during the Task Order 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.

**4. Term.** The term of this Contract shall be for one (1) year from the Effective Date. At the City's election, the Contract may be extended three times, each for a period not to exceed one (1) year.

**5. Time for Completion of Work.** Contractor will fully complete the Work within the timeframe set forth in each Task Order, from the date the City authorizes Contractor to proceed with the Work ("Task Order Time").

**6. Standard of Care.** Contractor will complete and provide all Work 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, will 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 set forth herein, and a City business license.

**7.1 Contractor's License.** All Work under this Contract requires a valid California contractor's license for the following classification(s):  .

**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, attorneys' 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 or 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.

**9. Insurance.** Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage provided in **Exhibit A, Insurance Requirements**, at no cost to City.

**10. Labor Code Compliance.** Each project Task Order issued under this Contract will constitute a project for Labor Code compliance purposes. Unless the Task Order Price is \$1,000 or less, the Task Order 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 a Task Order 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 the Task Order 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 Task Order 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 Task Order 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 Contract 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. The registration requirements of Labor Code section 1725.5 do not apply if the Task Order 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 or a Task Order 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 Work. If City terminates the Contract or Task Order for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract or Task Order 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 or a Task Order for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract or Task Order, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Task Order 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 Work; lack of financial capacity to complete the Work within the Task Order Time; or responsibility for any other material breach of the Contract or Task Order requirements. If City terminates the Contract or Task

Order for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract or Task Order 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 Work for a period of one year, beginning upon City's acceptance of the Work 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 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 Work 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. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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:

To **CITY's** Representative:

City of San Rafael  
Title of City's Project Manager  
1400 Fifth Avenue  
San Rafael, CA 94901

To **CONTRACTOR's** Representative:

[Contractor Name]  
Title of City's Project Director  
insert mailing address  
insert mailing address

**22. General Provisions.**

**22.1 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.

**22.2 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.

**22.3 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.

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

**22.5 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.

**22.6 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.

**22.7 Integration; Severability.** This Contract and the Contract documents incorporated herein, including authorized Task Orders, 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.

**22.8 Authorization.** Each individual signing below warrants that they are authorized to do so by the party that they represent, 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.]*

DRAFT

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

**CITY OF SAN RAFAEL:**

**CONTRACTOR:**

\_\_\_\_\_  
CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:  
**Office of the City Attorney**

\_\_\_\_\_  
By: GENEVIEVE COYLE,  
Assistant City Attorney

ATTEST:  
**City Clerk**

\_\_\_\_\_  
LINDSAY LARA, City Clerk

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor's California License Number(s) and  
Expiration Date(s) (required under Section 7 of the  
Contract):

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A: Insurance Requirements**

**Exhibit A**  
**INSURANCE REQUIREMENTS**

Contractor will, at all times under this Contract, procure and maintain in full force and effect the insurance coverage required in this Exhibit C 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.

**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.

**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.

**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.

**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.

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

(a) 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.

(b) 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.

(c) 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").

(d) 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.

(e) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.