



City of Palo Alto

City Council Staff Report

(ID # 9069)

Report Type: Consent Calendar

Meeting Date: 5/7/2018

Summary Title: Approve 3-Year Open Space Trail Maintenance Contract with Northwest Woodland Services for \$657,278

Title: Approval of a Three-year Contract With Northwest Woodland Services, Inc. in an Amount Not-to-Exceed \$657,278 for Trail Maintenance in the Palo Alto Baylands, Pearson-Arastradero Preserve, Foothills Park, and Grounds Maintenance in Utility Reservoir Sites

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council consider the following motion:

1. Approve and authorize the City Manager or his designee to execute the attached three-year contract with Northwest Woodland Services, Inc. in the amount of \$597,525 subject to the annual appropriation of funds, for trail maintenance in the Baylands Nature Preserve, Pearson-Arastradero Preserve, Foothills Park, and ground maintenance in utility reservoir sites (Attachment A).
2. Authorize the City Manager or his designee to negotiate and execute one or more change orders to the contract with Northwest Woodland Services, Inc. for related, additional but unforeseen work which may develop during the project, the total value of which shall not exceed \$59,753.

Background

There are approximately 41 miles of trails in Palo Alto Open Space. Since 2001, the City has contracted with professional trail maintenance contractors to maintain Open Space trails. The trail contractors have specialty equipment and training to ensure the trails are maintained using environmentally appropriate techniques that result in safe trail conditions for park visitors.

Discussion

The work to be performed under this three-year contract (Attachment A) is for annual and one-time maintenance of trails in Foothills Park, Pearson-Arastradero Preserve, and the Baylands Nature Preserve. Annual work includes grooming of trail treads, improving and cleaning drainages, and clearing vegetation growing into the trail corridor. One-

time maintenance includes adding aggregate to select trails in the Pearson-Arastradero Preserve to improve drainage and stability in wet weather; and repairing a trail drainage area, installing a new bridge, and inspecting and repairing foot bridges in Foothills Park.

The scope also includes a day rate with equipment for unscheduled but ongoing grounds maintenance in Open Space. This includes tree clearing and brush chipping, picnic and campground maintenance (replacing tables, barbecues, retaining walls and erosion structures, repairing fencing and other structures), and maintaining trail treads in the Baylands Nature Preserve.

The contract also includes a day rate for the City of Palo Alto Utilities Department, which is used for the maintenance of road and trail surfaces, roadside drainage ditches and culverts in the Pearson-Arastradero Preserve and Foothills Park that provide access to utility sites and for ground maintenance in Hale Well and Mayfield Reservoir Sites.

There are two trails at Foothills Park (Costanoan Trail and a section of Los Trancos Trail) that were closed due to storm damage last year. Those trail sections will need to be re-routed. This contract does not include the construction of re-routed trail sections. The re-routed trail sections will go out to bid as a separate, stand-alone project.

A geologist completed an assessment of the two trails and advised that re-routing is necessary to due to soil instability. A re-routed trail alignment has been proposed by a trail building professional, and biological and cultural assement of the proposed re-routed trail has been completed. Community Services Department staff is working with Planning Deptarment staff to determine next steps to proceed with the constructing the re-routed trails.

Summary of Bid Process

On January 4, 2018, a Request for Proposals (RFP) for Open Space Trail Maintenance was issued on the City's e-Procurement system called "PlanetBids".

A non-mandatory bidder conference was held on January 17, 2018. One bidder attended the conference. There were no questions submitted from other bidders. Bids were due February 1, 2018. Northwest Woodland Services submitted the only bid. Northwest Woodland Services was awarded the contract in the amount of \$597,525.

The previous three-year trail maintenance contract (CMR #4745 <https://www.cityofpaloalto.org/civicax/filebank/documents/42553>) was with Northwest Woodland Services and funded for \$552,950. The contract cost has increased by \$44,575. The scope of the new contract includes some additional services that weren't included in the previous contract:

1. Add additional rock for the trail surface in Pearson Arastradero Preserve
2. Add a new pedestrian bridge and drainage at Pearson Arastradero Preserve

3. Increase the number of work days for unforeseen work from 50 to 80. (Past years have shown that additional work days are necessary to keep the trails in safe condition.)

During the previous contract, Northwest Woodland Services met all the contract requirements and effectively communicated and collaborated with Open Space staff.

Timeline

Once the contract is approved, the contractor is ready to start work on trails at Foothills Park in April 2018.

Resource Impact

Funds for the Open Space portion of this project (\$522,525) are programmed in the Proposed Capital Budget in project OS-00001 (Open Space Trails and Amenities). Funds for the Utilities Water, Gas, and Wastewater portion (\$75,000) are programmed in the Proposed Capital Budget in project GS-11002 (Gas System Improvement). Expenditures over the three years of the contract are subject to Council approval and the annual appropriation of funds. The 10% contract contingency (\$60,000) exceeds the available funds in CIP (OS-00001). If the contingency is needed it will be funded from the Parks Emergency CIP (PG-09002).

The three-year contract cost is \$44,575 more than the previous contract due to some additional tasks added to the contract scope and increased labor costs.

Policy Implications

This recommendation does not represent any change to existing City policies. Improvement of approved trails is consistent with Comprehensive Plan Policy N-1: Manage existing public open space areas and encourage the management of private open space areas in a manner that meets habitat protection goals, public safety concerns, and low impact recreation needs. All work proposed in this contract is consistent with the adopted Arastradero Preserve Trails Management Plan, the Foothills Park Trail Maintenance Plan and the Foothills Wildland Fire Management Plan.

Environmental Review

This award of contract is not a project as defined by the California Environmental Quality Act (CEQA); and therefore is not subject to CEQA requirements or environmental review.

Attachments:

- Attachment A- Contract with Northwest Woodland Services C18168186

CITY OF PALO ALTO CONTRACT NO. C18168186

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 30th day of April 2018, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation (“**CITY**”), and **NORTHWEST WOODLAND SERVICES, INC.**, an Oregon corporation, located at 811 Royaldel Lane, Springfield, OR 97477 Telephone Number: 503-780-6394 (“**CONTRACTOR**”). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.
2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “A-1” – On-Call Task Order (Optional)
- “B” - Schedule of Performance
- “C” – Schedule of Fees
- “D” - Insurance Requirements
- “E” - Performance and/or Payment Bond
- “F” - Liquidated Damages (Optional)

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. **TERM.**
The term of this Agreement is from April 30, 2018 to April 29, 2021 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.
4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.
5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of _____ dollars (\$ _____);
OR
- The sum of _____ dollars (\$ _____) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$ _____); **OR**
- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Five Hundred Ninety Seven Thousand Five Hundred Twenty Five dollars (\$597,525.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of Fifty Nine Thousand Seven Hundred Fifty Three dollars (\$59,753.00) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most

immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

- 7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS"**. For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix A Claims for Public Contract Code Section 9204 Public Works Projects".

This project is a 9204 Public Works Project and is required to comply with the claims procedures set forth in Appendix A, attached hereto and incorporated herein.

OR

This project is not a 9204 Public Works Project.

- 8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Curt Dunn, Community Services Department/Open Space: 3300 Page Mill Rd, Telephone: (650) 329-2423. Please email invoice to Curt.Dunn@cityofpaloalto.org. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 7 above, these general terms and conditions and the attached exhibits.

- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the

right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California 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 certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.

T. CONFLICT OF INTEREST. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This contract shall be governed and interpreted by the laws of the State of California.

V. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-

sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

This Project is not subject to prevailing wages. Contractor is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the contract is not a public works contract, if contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

OR

Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections

1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or Designee

Approved as to form:

City Attorney or Designee

NORTHWEST WOODLAND SERVICES, INC.

DocuSigned by:
First officer Dennis Smith
By _____
58D0C5577A9440A...
Name Dennis Smith

Title President

DocuSigned by:
Second officer Tamsen Smith
By _____
0D1738C075224F4...
Name Tamsen Smith

Title Secretary/Treasurer

Exhibit A

100 – SCOPE OF WORK

Contractor shall perform trail maintenance in the Palo Alto Baylands Preserve, the Pearson Arastradero Preserve and in Foothills Park. This includes furnishing all labor, equipment, supervision, transportation, tools, operating supplies, and incidentals to perform the work in accordance with the specifications and provisions of the contract. The Baylands Preserve trail system is approximately 10 miles of compacted dirt, crushed rock or oyster shells. The Foothills Park trail system is 15.0 miles long and includes approximately 40 drainage dips. Pearson-Arastradero Preserve trail system is 10.3 miles long and includes approximately 15 drainage dips and water bars. The work will consist of, but is not limited to (1) grooming existing trails, (2) reshaping existing drainage dips, (3) installing new drainage dips, water bars and culverts, (4) closing “outlaw trails” using earth berms and natural obstructions to block the area for unauthorized off trail use, and (5) seeding and mulching disturbed areas outside of the travelway, (6) brushing and limbing, (7) construction of replacement wooden foot bridges, and (8) spreading and compacting crushed rock and oyster shell on trail treads. The project manager will make the determination of trail tread material to be used at each site.

Equipment must be in good operating condition with a maximum width of 5 feet on the majority of trails at the Pearson Arastradero Preserve and 8 feet for the De Anza Trail within the Pearson Arastradero Preserve. The majority of trails in Foothills Park range from 2 to 4 feet in width and are generally unsuitable for mechanized equipment; exceptions on equipment for Foothills Park trails made by project manager. The majority of the trails in the Baylands Preserve vary from 3 to 6 feet with some of the levee trails being up to 12 feet wide.

SECTION 1 ANNUAL OPEN SPACE MAINTENANCE IN PEARSON-ARASTRADERO & FOOTHILLS PARK (FY 2018 – 2020)

Work designated as annual maintenance is to be performed twice a year for three years in the spring and fall of each year. Work includes grooming (all) existing trails, tread repair including clearing drain dips and water bars and brushing trail corridor to provide safe and clear passage. All work shall meet specifications in the 2001 Arastradero Preserve Trail Management Plan and the 2002 Foothills Park Trails Maintenance Plan.

- Filling ruts with native soil or imported gravel and re-grading the surface slope and cross-slope of existing trails to conform with specifications of the Arastradero Preserve Trail Master Plan (reference page 7-27, Figure 12) and the Foothills Park Trail Maintenance Plan (reference page 6-28 to 6-35)

- Installing drain dips and lead-off ditches at prescribed locations (reference page 7-30, Figure 13, Arastradero Preserve Trail Master Plan)
- Correcting the turning radius of existing switchbacks or creating new switchbacks at the Pearson Arastradero Preserve to reduce the trail slope. (reference page 7-16, Figure 6, Arastradero Preserve Trail Master Plan)
- Trimming back encroaching vegetation (reference page 7-38, Figure 16, Arastradero Preserve Trail Master Plan and pages 6-47 through 6-63, Foothills Park Trail Maintenance Plan and sections 4.1 and 4.2 Foothills Fire Management Plan.

1.01 and 1.02: Spring 2018: Maintain trail tread and trailside vegetation. 25 linear miles.

1.03 and 1.04: Fall 2018: Maintain trail tread and trailside vegetation. 25 linear miles.

1.05 and 1.06: Spring 2019: Maintain trail tread and trailside vegetation. 25 linear miles.

1.07 and 1.08: Fall 2019: Maintain trail tread and trailside vegetation. 25 linear miles.

1.08 and 1.09: Spring 2020: Maintain trail tread and trailside vegetation. 25 linear miles.

1.10 and 1.11: Fall 2020: Maintain trail tread and trailside vegetation. 25 linear miles.

SECTIONS 2 ONE-TIME MAINTENANCE OF PEARSON-ARASTRADERO PRESERVE (FY 2018-2020)

Work designated as one time maintenance of Foothills Park is intended to be completed over the three years of the contract. Contractor shall provide the City with a schedule covering all areas of responsibility specified in this agreement. The schedule will be submitted and agreed upon within 60 calendar days following awards of this contract. This schedule and any changes, deletions, or additions therein, if approved by the City, shall become part of this agreement and shall be used both by the contractor and the City of Palo Alto for performance monitoring and contractor obligations.

2.01: Inspect all Arastradero Preserve bridges, fall 2018. Add date plate to all new and recently built trail bridges. Included tightening bolts and replacing missing bolts on handrails, and securing any loose boards. Check for structural integrity and dry rot that would indicate the bridge needs repair/replacement.

2.02: Arastradero Preserve, Clean and grade all ditches (all trails).

2.03: Arastradero Preserve, Bay Laurel trail rocking. Add 4-inches of compacted base rock to existing 4-foot wide trail between Ohlone and Woodland Star trail junctions.

- Spreading and compacting crushed rock on trail treads in the Pearson-Arastradero Preserve and Foothills Park. Compacted base rock must be wet or moistened to maximize compaction with a rolling two drum compactor. Contractor responsible for purchasing and coordinating delivery of crushed rock.

2.04: Arastradero Preserve, Bay Laurel trail grading. Grade 250 linear feet of existing trail to provide better alignment and drainage for #2.03.

- Filling ruts with native soil or imported gravel and re-grading the surface slope and cross-slope of existing trails to conform with specifications of the Arastradero Preserve Trail Master Plan (reference page 7-27, Figure 12) and the Foothills Park Trail Maintenance Plan (reference page 6-28 to 6-35)
- Installing drain dips and lead-off ditches at prescribed locations (reference page 7-30, Figure 13, Arastradero Preserve Trail Master Plan)
- Correcting the turning radius of existing switchbacks or creating new switchbacks at the Pearson Arastradero Preserve to reduce the trail slope. (reference page 7-16, Figure 6, Arastradero Preserve Trail Master Plan)
- Re-conditioning of existing trails to original conditions and width (30" to 36") using full bench cut method; cut and fill not accepted. Slope upper back to prevent falling loose soil (sluff), and trim/cut protruding roots. See USFS detail sheet for trail cross section details.
https://www.fs.fed.us/recreation/programs/trail-management/documents/plans/trail_pdfs/STD_911-30-01_Exist_Trail_Restoration.pdf

2.05: Arastradero Preserve, Acorn trail bridge replacement. Replace existing bridge with longer span due to creek edge erosion/widening. Existing bridge is 5-foot wide and 12-foot long. New bridge must be a minimum of 6-foot wide and up to 16-foot long.

- Construct and install trail bridges using "nail lam" style (progressively nailed 2"x8" pressure treated boards with edge kick rails and hand rails). See USFS detail sheet for our bridge details.
https://www.fs.fed.us/recreation/programs/trail-management/documents/plans/trail_bridge_pdfs/STD_962-20_NAIL-LAM.pdf.

2.06: Arastradero Preserve, Acorn trail drainage repair/reinforce. Add large rock boulders to reinforce drainage to prevent continued erosion. Estimated 5-cubic yards of boulders/rip rap.

2.07: Arastradero Preserve, Red-Tail Loop rocking. Add 4-inches of compacted base rock to existing 4-foot wide trail. 5,000 linear feet.

2.08: Arastradero Preserve, Juan Bautista de Anza trail rocking. Add 4-inches of compacted base rock to existing 4-foot wide trail between Meadowlark and Arastradero Creek trail junctions. 1,700 linear feet.

2.09: Arastradero Preserve, Meadowlark rocking. Add 4-inches of compacted base rock to 10-foot wide trail between gate-C and Woodland Star trail. 3,000 linear feet.

SECTIONS 3 ONE-TIME MAINTENANCE OF FOOTHILLS PARK (FY 2018-2020)

Work designated as one time maintenance of Pearson-Arastradero Preserve and one time maintenance of Foothills Park is intended to be completed over the three years of the contract. Contractor shall provide the City with a schedule covering all areas of responsibility specified in this agreement. The schedule will be submitted and agreed upon within 60 calendar days following awards of this contract. This schedule and any changes, deletions, or additions therein, if approved by the City, shall become part of this agreement and shall be used both by the contractor and the City of Palo Alto for performance monitoring and contractor obligations.

3.01: Inspect all Foothills Park foot bridges in fall 2018. Add date built plate to all new and recently built trail bridges. Includes tightening bolts and replacing any missing bolts on handrails, and securing any loose boards. Check for structural integrity and dry rot that would indicate the bridge needs repair/replacement. 29 bridges.

3.02: Foothills Park, Fern Loop trail grading. Improve trail tread width and alignment for the entire trail. 2,700 linear feet.

- Re-conditioning of existing trails to original conditions and width (24" to 30") using full bench cut method; cut and fill not accepted. Slope upper back to prevent falling loose soil (sluff), and trim/cut protruding roots. See USFS detail sheet for trail cross section details.
https://www.fs.fed.us/recreation/programs/trail-management/documents/plans/trail_pdfs/STD_911-30-01_Exist_Trail_Restoration.pdf

3.03: Foothills Park, Fern Loop trail, bridge #1 replacement.

- Construct and install trail bridges using “nail lam” style (progressively nailed 2”x8” pressure treated boards with edge kick rails and hand rails). See USFS detail sheet for our bridge details.
https://www.fs.fed.us/recreation/programs/trail-management/documents/plans/trail_bridge_pdfs/STD_962-20_NAIL-LAM.pdf

3.04: Foothills Park, Panorama trail rocking. Add 4-inches of compacted base to existing 2-foot wide trail; 520 linear feet.

- Spreading and compacting crushed rock on trail treads in the Pearson-Arastradero Preserve and Foothills Park. Compacted base rock must be wet or moistened to maximize compaction with a rolling two drum compactor. Contractor responsible for purchasing and coordinating delivery of crushed rock.

SECTION 4 ONE-TIME OPEN SPACE MAINTENANCE IN ALL OPEN SPACE PRESERVES (FY 2018 -2020) DAY RATE

Provide all labor, equipment, supervision, transportation, tools, operating supplies, and incidentals to perform the work as required.

4.01: Day rate - Two (2) persons with equipment as needed to perform work on trail and inside the parks/preserves. 85 days; 28 days per fiscal year.

SECTION 5 - ONE-TIME UTILITIES DEPARTMENT MAINTENANCE IN OPEN SPACE (FY 2018 -2020) DAY RATE

Provide all labor, equipment, supervision, transportation, tools, operating supplies, and incidentals to perform the work as required and specified by the Utilities Department. Including maintenance as required on utility access roads to existing water reservoirs and along existing utility corridors through the Pearson-Arastradero Preserve and Foothills Park. Also includes sites outside open space including but not limited to Hale Well and Mayfield Reservoir.

5.01: Day rate – 2 persons with equipment as needed to perform work as needed for Palo Alto utilities. 60 days; 20 days per fiscal year.

The Utilities Department is requiring the following:

1. Utilities Department will require before and after photos for Section 5 work.
2. Utilities Department will require written authorization for all work for Section 5.
3. Utilities Department will require itemized invoices for Section 5 work.
4. All written work authorizations must be signed off by Project Manager, John Reinert prior to any construction for Section 5.

All work shall be accomplished within the period Monday through Saturday, between 7 a.m. to 5 p.m. excluding holidays. Work at other times and days of the week must be approved by the project manager.

201 – REQUIREMENTS

- (1) Grooming and Blading Trails – Grooming and blading shall be conducted as required to remove ruts, potholes, and corrugations, and to outslope berms. All suitable dislodged material shall be smoothly redistributed over the entire traveled way and firmly packed. The trail bed shall be outsloped 2% to 4% (as measured with a clinometer) as discussed on page 6-32 of the Foothills Park Trail Maintenance Plan – Guidelines, Techniques and Tools. The trail bed shall be firm, smooth, and finished to the width of 2' to 4' for all trail sections designated for rock and root removal, slough and berm removal, and fill material placement.

Assure proper surface drainage following this operation. No undercutting of trail surface at shoulder line or material berms will be allowed unless designated by the Project Manager.

Rocks and roots protruding 3 inches or more above graded surface shall be removed from the traveled way. It is permissible to waste rocks over the trail shoulder edge away from drainage ditches.

All traveled way widths shall be perpetuated as existing not to exceed 4 feet in Foothills Park, typically 4-feet in the Pearson Arastradero Preserve and typically 3 to 6 feet in the Baylands Preserve. The Arastradero Creek Trail and portions of the de Anza trail within the Pearson Arastradero Preserve follow existing roads and were designed especially for utility access and maintenance of these trails are outside the scope of work of this contract. Dips and swales within

the traveled way designed to control surface drainage shall be maintained.

- (2) Drainage – Drainage dips will be reconstructed as shown on Page 6-39, Figure 6-14 of the Foothills Park Maintenance Plan, or on Page 7-30, Figure 13, of the Arastradero Preserve Trail Maintenance Plan. Wing ditches shall be cleared and maintained.
- (3) Installation of New Drainage Dips, Water Bars and Culverts – Drainage dips and water bars will be constructed as shown in the Pearson Arastradero Preserve Trail Master Plan (Pages 7-26 through 7-35 for trails within Pearson Arastradero Preserve) and as shown in the Foothills Park Trail Maintenance Plan (Pages 6-38 through 6-42 for trails within Foothills Park.)
- (4) Closing Trails - Renegade trails or trails to be abandoned will be closed by using earth berms where practical. When not practical, trails will be closed by using rocks, brush, logs along the trail that can be used to block it, or by the planting of native plants (provided by the City) in the area of closure. This shall be done for a distance of 100 feet and to the satisfaction of the Project Manager.
- (5) Seeding and Mulching – All disturbed soil outside the travelway shall be seeded and mulched. Native seed mixture shall be specified by the City of Palo Alto and only seed approved or provided by the City may be used. The mulch shall be City-provide compost or Contractor-provided rice straw.
- (6) Brushing and limbing – Vegetation along the trail corridors will be trimmed on the sides (to a 4-foot minimum passage, above (to an 8-foot minimum passage), and along the hinge of the trails according to the specifications of the two individual trail plans and the fire plan. Care shall be taken so as not to damage species of special concern.

The contractor shall keep existing trails that are not undergoing improvements open to safely accommodate traffic. Trails undergoing improvement or construction can be closed by the contractor for safety reasons. Closed trails must be posted at trailheads as to being “CLOSED FOR MAINTENANCE OF TRAIL”.

Contractor to provided trail tread materials (Crushed Rock for Arastradero Preserve or Oyster Shells for the Palo Alto Baylands). The contractor will provide and schedule delivery of trail tread material where specified; project manager to determine materials to be used. The contractor will be responsible for meeting the delivery company on site to indicate the drop location(s) near the work site(s). The contractor will be required to install all rock order per specifications during

the spring or fall construction periods. Crush rock cannot be stored on site between construction periods or over the winter rains.

Disposal of Material

Except for treated bridge lumber, this project does not anticipate the need to dispose of materials off-site. Soil removed from the trail tread will be distributed in the area of the job site, except where erosion into creeks is a concern. Treated bridge lumber and all other materials that need to be disposed of will be disposed of at location designated by the City and at the City's expense.

Responsibilities

Contractor is responsible for working with the City of Palo Alto Utilities Department and any other necessary notifications or precautions including, but not limited to, calling for underground utility marking using Underground Service Alert (USA or 8-1-1). Contractor is responsible for repair to any damaged utility lines.

202 – STANDARDS OF PERFORMANCE

Work under this contract will be required to meet the following standards. The contractor will be responsible for quality control and assuring that the work meets the standards.

- (1) Blading Trails – The trail bed is firm, smooth, and finished to a width not exceeding existing widths without berms or undercutting at shoulders. No roots or rocks are protruding 3 inches or more from the graded surface.
- (2) Drainage – Dips and swales properly control surface drainage and ditches are clear.
- (3) Closing Trails – Closed trails are no longer accessible.
- (4) Foot bridges – Tread surface is level and flush. All tread surfaces are to be free of major splinters or exposed deck screws that could cause a tripping hazard. Pier foundations are constructed of stabilized stone or concrete and provide the lowest step height possible.
- (5) Erosion Control – Silt fence and hay bales are used as appropriate. All disturbed soil outside the travel way is seeded and mulched with the proper mixtures and quantities to prevent erosion.
- (6) Performance Time – The performance time for the annual maintenance aspect of this project is estimated to be 60 calendar days per year. Work must be completed each year by December 31st.

300 – INSPECTION

Inspection of work performed under this contract will be made by the Project Manager or designated open space staff. Inspections will be made as the work progresses at such intervals as are necessary to ensure compliance with the contract requirements. A final inspection by the project manager will be required before the project will be considered complete. Any accidents, damage, or work done outside the scope of work shall be reported to the project manager immediately. 100% of work will be inspected.

400 - PAYMENT

Payment shall be made upon completion and acceptance of the work at the bid rate. If upon inspection, work does not meet the performance standards, rework will be required before payment is processed. No payment will be made for items of work not meeting the standards of performance.

Partial payments can be made after inspection and acceptance by the Project Manager

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Section 1 (Annual Maintenance)

Annual Open Space Maintenance in Pearson Arastradero Preserve & Foothills Park (2018- 2020)

Grooming all 25-miles of existing trails. Tread repair including clearing drain dips, slough and berm, and clean out water bars - total 25 miles of trail.

Clearing/cutting back trail vegetation (including but not limited to trees, brush and grasses) per each of the Foothills Park and Arastradero Preserve's Trail Management Plans specifications.

No.	Spring 2018	Quantity	Unit
1.03	Maintain trail tread	25	miles
1.04	Maintain trailside vegetation	25	miles
	Fall 2018	Quantity	Unit
1.05	Maintain trail tread	25	miles
1.06	Maintain trailside vegetation	25	miles
	Spring 2019	Quantity	Unit
1.07	Maintain trail tread	25	miles
1.08	Maintain trailside vegetation	25	miles
	Fall 2019	Quantity	Unit
1.09	Maintain trail tread	25	miles
1.1	Maintain trailside vegetation	25	miles
	Spring 2020	Quantity	Unit
1.11	Maintain trail tread	25	miles
1.12	Maintain trailside vegetation	25	miles
	Fall 2020	Quantity	Unit
1.13	Maintain trail tread	25	miles
1.14	Maintain trailside vegetation	25	miles

Section 2 One time work - Arastradero Preserve

Inspect all Arastradero Preserve bridges Fall 2018. Add date plate to all new and recently built trail bridges. Includes tightening bolts and replacing and missing bolts on handrails, and securing any loose boards. Check for structural integrity and dry rot that would indicate the bridge needs repair/replacement.

	Quantity	Unit
2.01	4	bridge

	Quantity	Unit
2.02	Arastradero Preserve, Clean and grade ditches (all trails)	10,000 Feet
	Arastradero Preserve, Bay Laurel rocking	
	Add 4" of compacted base to 4-ft wide trail between Ohlone and Woodland Star junctions.	

	Quantity	Unit
2.03	900	feet

Arastradero Preserve, Bay Laurel trail grading. Grade 250 linear feet of existing trail to provide better alignment and drainage for #2.03

	Quantity	Unit
2.04	250	feet

Arastradero Preserve, Acorn trail bridge replacement, replace existing bridge with longer span due to creek edge erosion/widening. Existing bridge is 5-ft wide and 12-ft long. New bridge must be a minimum of 6-ft wide and up to 16-ft long.

	Quantity	Unit
2.05	1	bridge

Arastradero Preserve, Acorn trail drainage repair/reinforce Add large rock boulders to reinforce drainage to prevent continued erosion. Estimated 5 cubic yards of boulders/rip rap.

	Quantity	Unit
2.06	1	drainage

Arastradero Preserve, Red-Tail Loop rocking
Add 4" of compacted base to 4-ft wide trail to the balance of the existing trail (once completed, entire trail will be rocked).

	Quantity	Unit
2.07	5,000	feet

Arastradero Preserve, Juan Bautista de Anza rocking Add 4" of compacted base to 6-ft wide trail between meadowlark and Arastradero Creek trail junctions.

	Quantity	Unit
2.08	1,700	feet

Arastradero Preserve, Meadowlark rocking
 Add 4" of compacted base to 10-ft wide trail between Gate-C and Woodrat Trail

2.09 3,000 feet

Section 3 One-time work, Foothills Park

Description Quantity Unit

Inspect all Foothills Park bridges Fall 2017. Add date built plate to all new and recently built trail bridges. Includes tightening bolts and replacing any missing bolts on handrails, and securing any loose boards. Check for structural integrity and dry rot that would indicate the bridge needs repair/replacement.

Quantity Unit
 3.01 29 bridges

Foothills Park, Fern Loop trail grading. Improve trail tread width and alignment for the entire trail

3.02 Quantity Unit
 2,700 feet

3.03 Foothills Park, Fern Loop Bridge #1 replacement

Quantity Unit
 1 bridge

Foothills Park, Panorama trail rocking
 Add 4" of compacted base to existing 2-ft wide trail.

Quantity Unit
 3.04 520 feet

Section 4 One time Day Rate CSD Open Space

Description Quantity Unit

Day rate - 2 Persons with Equipment as needed to perform work on trails and inside the parks/preserves.

Quantity Unit
 4.1 85 days

Section 5 - One time Day Rate Utilities Dept.

Description Quantity Unit

Day rate - 2 Persons with Equipment as needed to perform work as needed for Palo Alto Utilities Dept.

5.1 Quantity Unit
 60 Days

**EXHIBIT C
SCHEDULE OF FEES**

CONTRACTOR shall perform the tasks as described and budgeted below. CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Services including reimbursable expenses, does not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

DESCRIPTION OF TASK	NOT TO EXCEED COMPENSATION PER TASK INCLUDING REIMBURSABLES				
Exhibit C - Compensation					
Foothills Park and Pearson Arastradero Preserve Trail Maintenance Contract					
FY '18 - '20	Contract: C18168186				
In accordance with the requirements contained in Section-I - Request for Quotation and Bidder required					
information, please quote price and availability on the items below.					
Section 1 (Annual Maintenance)					
Annual Open Space Maintenance in Pearson Arastradero Preserve & Foothills Park (2018-2020)					
Grooming all 25-miles of existing trails. Tread repair including clearing drain dips, slough and berm,					
and clean out water bars - total 25 miles of trail.					
Clearing/cutting back trail vegetation (including but not limited to trees, brush and grasses) per each of the					
Foothills Park and Arastradero Preserve's Trail Management Plans specifications.					
No.	Spring 2018	Qty	Unit	Unit cost	Total
1.01	Maintain trail tread	25	Miles	525	\$13,125.00
1.02	Maintain trailside vegetation	25	Miles	525	\$13,125.00

	Fall 2018	Qty	Unit	Unit cost	Total
1.03	Maintain trail tread	25	Miles	525	\$13,125.00
1.04	Maintain trailside vegetation	25	Miles	525	\$13,125.00
	Spring 2019	Qty	Unit	Unit cost	Total
1.05	Maintain trail tread	25	Miles	550	\$13,750.00
1.06	Maintain trailside vegetation	25	Miles	550	\$13,750.00
	Fall 2019	Quantity	Unit	Unit cost	Total
1.07	Maintain trail tread	25	Miles	575	\$14,375.00
1.08	Maintain trailside vegetation	25	Miles	575	\$14,375.00
	Spring 2020	Qty	Unit	Unit cost	Total
1.09	Maintain trail tread	25	Miles	600	\$15,000.00
1.10	Maintain trailside vegetation	25	Miles	600	\$15,000.00
	Fall 2020	Qty	Unit	Unit cost	Total
1.11	Maintain trail tread	25	Miles	635	\$15,875.00
1.12	Maintain trailside vegetation	25	Miles	635	\$15,875.00
			Section 1	Sub total	\$170,500.00
	Section 2 One time work, Arastradero Preserve				
	Project schedule to be determined				
	Inspect all Arastradero Preserve bridges fall 2018. Add date plate to all new and recently built trail bridges. Includes tightening bolts and replacing and missing bolts on handrails, and securing any loose boards. Check for structural integrity and	Qty	Unit	Unit cost	Total
2.01	dry rot that would indicate the bridge needs repair/replacement.	4	bridge	\$100.00	\$400.00
		Qty	Unit	Unit cost	Total
2.02	Arastradero Preserve, Clean and grade ditches (all trails)	10,000	feet	1	\$10,000.00

	Arastradero Preserve, Bay Laurel rocking				
	Add 4" of compacted base to 4-ft wide trail between Ohlone	Qty	Unit	Unit cost	Total
2.03	and Woodland Star junctions.	900	feet	15	\$13,500.00
	Arastradero Preserve, Bay Laurel trail grading. Grade 250 linear feet	Qty	Unit	Unit cost	Total
2.04	of existing trail to provide better alignment and drainage for #2.03	250	feet	1.5	\$375.00
	Arastradero Preserve, Acorn trail bridge replacement				
	Replace existing bridge with longer span due to creek edge				
	erosion/widening. Existing bridge is 5-ft wide and 12-ft long.	Qty	Unit	Unit cost	Total
2.05	New bridge must be a minimum of 6-ft wide and upto 16-ft long.	1	bridge	6500	\$6,500.00
	Arastradero Preserve, Acorn trail drainage repair/reinforce				
	Add large rock boulders to reinforce drainage to prevent	Qty	Unit	Unit cost	Total
2.06	continued erosion. Estimated 5 cubic yards of boulders/rip rap.	1	drainage	2,500	\$2,500.00
	Arastradero Preserve, Red-Tail Loop rocking				
	Add 4" of compacted base to 4-ft wide trail to the balance	Qty	Unit	Unit cost	Total
2.07	of the existing trail (once completed, entire trail will be rocked).	5,000	feet	20	\$100,000.00
	Arastradero Preserve, Juan Bautista de Anza rocking				
	Add 4" of compacted base to 6-ft wide trail between	Qty	Unit	Unit cost	Total
2.08	meadowlark and Arastradero Creek trail junctions.	1,700	feet	16	\$ 27,200.00
	Arastradero Preserve, Meadowlark rocking				
	Add 4" of compacted base to 10-ft wide trail between				
2.09	Gate-C and Woodrat Trail	3,000	feet	20	\$60,000.00
			Section 2	Sub total	\$220,475.00
	Section 3 One-time work, Foothills Park				

	Project schedule to be determined				
	Description	Qty	Unit	Unit cost	Total
	Inspect all Foothills Park bridges Fall 2018. Add date built plate to all new and recently built trail bridges. Includes tightening bolts and replacing any missing bolts on handrails, and securing any loose boards. Check for structural integrity and	Qty	Unit	Unit cost	Total
3.01	dry rot that would indicate the bridge needs repair/replacement.	29	bridges	100	\$2,900 .00
	Foothills Park, Fern Loop trail grading. Improve trail tread	Qty	Unit	Unit cost	Total
3.02	width and alignment for the entire trail	2,700	feet	3	\$8,100.00
		Qty	Unit	Unit cost	Total
3.03	Foothills Park, Fern Loop bridge #1 replacement	1	bridge	6500	\$6,500.00
	Foothills Park, Panorama trail rocking	Qty	Unit	Unit cost	Total
3.04	Add 4" of compacted base to existing 2-ft wide trail.	520	feet	15	\$7,800.00
			Section 3	Sub total	\$25,300.00
	Section 4 One time Day Rate CSD Open Space				
	Project schedule to be determined				
	Day rate - 2 Persons with Equipment as needed to perform	Qty	Unit	Unit cost	Total
4.1	work on trails and inside the parks/preserves.	85	days	1,250	\$106,250.00
	Fiscal year '18 (ending June 30, 2018)	15	days		
	Fiscal year '19 (ending June 30, 2019)	28	days		
	Fiscal year '20 (ending June 30, 2020)	28	days		
	Fiscal year '21 (ending Nov 30, 2020)	14	days		

			Section 4	Sub total	\$106,250.00
	Section 5 One time Day Rate Utilities Dept.				
	Project schedule to be determined				
	Day rate - 2 Persons with Equipment as needed to perform	Qty	Unit	Unit cost	Total
5.1	work as needed for Palo Alto Utilities Dept.	60	days	\$1,250	\$75,000.00
	Fiscal year '18 (ending June 30, 2018)	10	days		
	Fiscal year '19 (ending June 30, 2019)	20	days		
	Fiscal year '20 (ending June 30, 2020)	20	days		
	Fiscal year '21 (ending Nov 30, 2020)	10	days		
			Sect. 5	Total	\$75,000.00
	Totals For All Bids		Section 1		\$170,500.00
			Section 2		\$220,475.00
			Section 3		\$25,300.00
			Section 4		\$106,250.00
			Section 5		\$75,000.00
			Grand Total		\$597,525.00

EXHIBIT D INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**

Appendix A:
Claims for Public Contract Code Section 9204 Public Works Projects

The provisions of this this Appendix are provided in compliance with Public Contract Code Section 9204; they provide the exclusive procedures for any claims related to the Services performed under this Agreement.

1. Claim Definition. "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City.
- (B) Payment by the City of money or damages arising from the Services performed by, or on behalf of, the Contractor pursuant to the Agreement and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

2. Claim Process.

(A) Timing. Any Claim must be submitted to City in compliance with the requirements of this Appendix no later than fourteen (14) days following the event or occurrence giving rise to the Claim. This time requirement is mandatory; failure to submit a Claim within fourteen (14) days will result in its being deemed waived.

(B) Submission. The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Appendix, and must include reasonable documentation substantiating the Claim. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Agreement, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(C) Review. Upon receipt of a Claim in compliance with this Appendix, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days from receipt, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period provided in this paragraph 2.

(D) If City Council Approval Required. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(E) Payment. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 3, below, shall apply.

3. Disputed Claims

(A) Meet and Confer. If the Contractor disputes the City's written response, or if the City fails to respond to a Claim submitted pursuant to this Appendix within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.

(B) Mediation. Any remaining disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing by the Contractor. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to any other remedies authorized by the Agreement and laws.

(i) For purposes of this paragraph 3.B, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(ii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation, if any, under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. City's Failure to Respond. Failure by the City to respond to a Claim from the Contractor within the time periods described in this Appendix or to otherwise meet the time requirements of this Appendix shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Appendix, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

5. Interest. Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.

6. Approved Subcontractor Claims. If an approved subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier

subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the City shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

7. Waiver of Provisions. A waiver of the rights granted by Public Contract Code Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Public Contract Code Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Certificate Of Completion

Envelope Id: F69BB0F74A7C453EA041A682490AE83E	Status: Completed
Subject: Please DocuSign: C18168186 Open Space Trail B1 .pdf	
Source Envelope:	
Document Pages: 34	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cliff Wright
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	cliff.wright@cityofpaloalto.org
	IP Address: 12.220.157.20

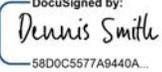
Record Tracking

Status: Original 3/26/2018 7:39:25 AM	Holder: Cliff Wright cliff.wright@cityofpaloalto.org	Location: DocuSign
------------------------------------------	---------------------------------------------------------	--------------------

Signer Events

Dennis Smith
dennistrails@gmail.com
President
Security Level: Email, Account Authentication (None)

Signature

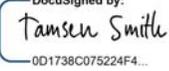
DocuSigned by:

58D0C5577A9440A...
Using IP Address: 174.238.1.186

Timestamp

Sent: 3/26/2018 7:50:51 AM
Resent: 3/26/2018 10:38:54 AM
Viewed: 3/26/2018 10:55:30 AM
Signed: 3/26/2018 10:57:49 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tamsen Smith
tamsensmithrn@gmail.com
Secretary/Treasurer
Security Level: Email, Account Authentication (None)

DocuSigned by:

0D1738C075224F4...
Using IP Address: 67.160.129.82

Sent: 3/26/2018 7:50:51 AM
Viewed: 3/26/2018 9:12:46 AM
Signed: 3/26/2018 9:54:38 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jeanette Serna
Jeanette.Serna@CityofPaloAlto.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/26/2018 10:57:50 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/26/2018 10:57:50 AM
---------------	------------------	-----------------------

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	3/26/2018 10:57:50 AM
Signing Complete	Security Checked	3/26/2018 10:57:50 AM
Completed	Security Checked	3/26/2018 10:57:50 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------