



City of Palo Alto

City Council Staff Report

(ID # 10882)

Report Type: Consent Calendar

Meeting Date: 12/7/2020

Summary Title: Contract with Canopy for Urban Forestry Outreach and Tree Planting Events

Title: Approval of a Contract With Canopy for \$225,510 for a One-year Term to Support Palo Alto's Urban Forestry Programs; Assist With Implementation of Programs Within the Urban Forest Master Plan; Help Improve the Tree Canopy in South Palo Alto; and Educate the Public About Trees

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute a one-year contract with Canopy for a not-to-exceed amount of \$225,510 for assistance with the implementation of Urban Forest Master Plan programs; and
2. Amend the Fiscal Year 2021 Budget Appropriation for the General Fund, by a 2/3 vote, by:
 - a. Increasing the Public Works Department Public Services Division Operating Budget by \$75,000 to align with the contract amount; and
 - b. Decreasing the Tree Preservation Deposits Account by \$75,000.

Background

Canopy was created in 1996 to support Palo Alto's Urban Forestry Section and engage residents through its tree and tree care education activities. Since becoming an independent 501(c)(3) non-profit corporation in 2002, Canopy has greatly expanded its programs of tree planning and planting, stewardship, hands-on learning, and environmental education. Since the early 2000s, the City has contracted with Canopy, with a primary focus on assisting the City with projects and outreach to support and expand a healthy and sustainable urban forest.

In 2017, City Council approved a three-year, sole source contract with Canopy ([CMR #8198](#)) to support Palo Alto's urban forestry programs by serving as a comprehensive information source on trees, educating and motivating Palo Alto residents to plant, care for, and celebrate trees, and assisting the City with special projects associated with the [Urban Forest Master Plan](#) (UFMP). The contract with Canopy expired on June 30, 2020.

Discussion

Fiscal Year 2021 marks the sixth year of the UFMP implementation. Implementation of programs prescribed in this sixth year includes completion of nine UFMP plan programs. The Great Oak Count and the development of the Preferred and Restricted Species List complete or support the completion of 11 total UFMP programs.¹

The primary goal of the Great Oak Count is to update the 1997 Oakwell Survey to assess changes in Palo Alto's native oak population since 1997, evaluate their health, recommend actions to improve conditions, evaluate gaps, and identify opportunities. A Preferred and Restricted Species List will be a helpful tool for staff, residents, and property owners. The list will acknowledge differing priorities for public and private trees on different property types and will consider many tree characteristics to create a dynamic and long-lasting tool.

Canopy is deeply rooted with the residents of Palo Alto and has the expertise, experience, professional stature, and key personnel to provide these services. Canopy is uniquely qualified as a non-profit organization to connect projects and programs with cooperating agencies and organizations to leverage funding and increase the effectiveness of projects and outreach. During the previous three-year contract period, Canopy leveraged \$981,088 in funding (predominantly through donation of volunteer hours). While there are other Bay Area environmental nonprofit groups, none have Canopy's combination of deep arboricultural background, robust educational framework, and strong local volunteer base. For these reasons, staff believes there is no adequate substitute or equivalent provider for the services required.

In light of the current budget issues facing the city due to the impacts of the COVID-19 pandemic, this one-year contract (Attachment A) maintains the hourly contract rates from the previous contract. It should be noted that the hourly rates used in the previous contract did not include any rate escalation. Staff further proposes a shift in Basic Services in comparison to the previous contract to adapt to the current budget constraints. The Basic Services scope of work and budget is reduced from \$83,210 to \$58,210. Concurrently, the funding for tree planting activities in South Palo Alto will be increased by \$63,800 for a total of \$112,300. A portion of this funding (\$75,000) is recommended to come from the Forestry Fund, dedicated funding for tree planting that is paid into by development projects when adequate tree preservation cannot be attained, and the remainder from the Fiscal Year 2021 Public Works Public Services Division Adopted Operating Budget.

Contract Item	2017 Contract (yearly)	FY21 Contract Item Amount
Great Oak Count (partial)	N/A	\$ 30,000
P&R Species List	N/A	\$ 25,000
SPA Tree planting activities	\$ 48,500 (100 trees)	\$112,300 (230 trees)
Basic Services	\$ 83,210	\$ 58,210
Totals	\$131,710	\$225,510

¹ The UFMP programs referenced are: 1.A.ii, 1.A.iii, 1.A.iv, 1.B.i, 2.A.i, 2.A.ii, 2.A.vii, 3.A.i, 4.A.xi, 6.B.iv, 6.J.vii

This contract is on the City’s professional services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

Resource Impact

Funding for this contract is available in the Fiscal Year 2021 Operating Budgets for the Public Works, Community Services, and Utilities Departments.

Department	Funding Amount
Public Works Department	\$129,510
Forestry Fund	\$ 75,000
Community Services Department	\$ 6,000
Utilities Department	\$ 15,000
Totals	\$225,510

Funding in this contract for Goal D.3 (Program 1.D.i), South Palo Alto Tree Planting in the amount of \$112,300 is contingent upon Council approval, by a 2/3 vote, of a withdrawal of \$75,000 from the Forestry Fund (Tree Preservation Deposits #62660) in Fiscal Year 2021, which would leave a balance of approximately \$135,000 in the Forestry Fund.

Policy Implications

This recommendation does not represent any change to existing City policies.

Stakeholder Engagement

Stakeholder engagement is an ongoing component of this contract. Many programs included in the contract (South Palo Alto Tree Planting, Great Oak Count, general Urban Forestry Education and Outreach) have an outreach/engagement component included as part of the implementation process. This allows Canopy and the City to inform stakeholders of projects and programs, incorporate stakeholder feedback into implementation plans, and engage stakeholders directly as volunteers and participants in growing and maintaining our Urban Forest.

Environmental Review

The recommended action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(h) (maintenance of existing landscape).

Attachments:

- Attachment A - C21180324 CANOPY

**CITY OF PALO ALTO CONTRACT NO. C21180324
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND CANOPY
FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (this “Agreement”) is entered into as of the 7th day of December, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CANOPY, a California corporation, located at 3921 East Bayshore Road, Palo Alto, CA 94303 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to create and maintain a healthy and sustainable urban forest (the "Project") and desires to engage a consultant to help support Palo Alto's urban forestry programs, implement programs of the Urban Forest Master Plan, improve canopy equity between north and south Palo Alto, and educate the public about trees in connection with the Project (the “Services”).
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 6, 2021 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (also referred to herein as the “Basic Services”), and any specified reimbursable expenses, shall not exceed Two Hundred Twenty-Five Thousand Five Hundred Ten Dollars (\$225,510), as detailed in Exhibit “C”. CONSULTANT agrees to complete all Basic Services, including any specified reimbursable expenses, within this amount. The applicable rate schedule is set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Section 27.4 regarding amendments to this Agreement. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY per Section 27.4. “Additional Services” shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including for example and without limitation an identification of personnel who performed the Services, hours worked, hourly rates, and any reimbursable expenses), based upon Exhibit “C” and/or the CONSULTANT’s billing rates set forth in Exhibit “C-1”, as applicable. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Catherine Martineau as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and Elise Willis as the project coordinator to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution

of the project manager, project coordinator, or any other key personnel for any reason, the appointment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Peter Gollinger, Public Works Department, Operations Trees Division, 3201 East Bayshore Road., Palo Alto, CA 94303, Telephone:650-496-6946. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive

the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 19.5, 20, 25 and 27.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director to:
Canopy
3921 East Bayshore Road
Palo Alto, CA 94303

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT 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 the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT 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.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT 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, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT 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.
- (b) Goods purchased by CONSULTANT 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.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT 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, CONSULTANT 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, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 Agreement 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 Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, 854 and 96, if the contract is not a public works contract, if the 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. CONSULTANT and CITY understand and agree that the Services to be provided under this Agreement do not include work that constitutes “public works” subject to prevailing wages or related requirements and that CONSULTANT will not engage in any work under this Agreement that is subject to prevailing wage and related laws and regulations.

OR

26.1 **CONSULTANT 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. CONSULTANT 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. CONSULTANT 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.

26.2 CONSULTANT shall comply with the requirements of Exhibit “E” for any contract for public works construction, alteration, demolition, repair or maintenance.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

27.7. All exhibits, addenda, appendices, attachments, and schedules (collectively, “exhibits”) to this Agreement which are referred to herein are, by such reference, incorporated in and deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal (if any), the exhibits shall control.

27.9 If, pursuant to this Agreement, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which, when executed by the parties, shall together constitute a single binding agreement.

CONTRACT No. C21180324 SIGNATURE PAGE

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

CITY OF PALO ALTO

CANOPY

City Manager or Designee

Officer 1 Signed by:

By: *Kammy Lo*
A94C74E3B890461...

Name: Kammy LO

Title: Chair, Board of Directors

APPROVED AS TO FORM:

City Attorney or designee
(Required on Contracts over \$25,000)

Officer 2 (Required for Corp. or LLC)
Signed by:

By: *Catherine Martineau*
B35C891DD7F14E5...

Name: Catherine Martineau

Title: Executive Director

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

CONSULTANT will provide the Services detailed in this Exhibits A (Scope of Services) in accordance with the provisions of this Agreement.

1.1 The responsibilities of the City will include the following:

City Arborists, Urban Forestry and Community Services Department staff will coordinate and cooperate with CONSULTANT to facilitate special events such as the annual Mayor’s tree planting, Arbor Day event(s) public right-of-way plantings, Young Tree Care Survey, Right Tree Right Place program and City-wide educational events. City staff will be responsible for locating and preparing planting sites for these events.

1.2 CONSULTANT’s Responsibilities. CONSULTANT shall perform the following Services, as further detailed in the Action Plans below:

- A. Serve as a comprehensive information source about Palo Alto’s trees.
- B. Educate and motivate Palo Alto residents to plant, steward, and celebrate trees.
- C. Maintain an organization with a credible, professional identity and high public visibility in support of the Palo Alto urban forest.
- D. Assist the City of Palo Alto in its planning and performance of routine urban forestry programs on an ongoing basis and special projects associated with the Urban Forest Master Plan (UFMP), specified herein.
- E. Advocate for Palo Alto’s urban forest, within certain limitations as detailed below at “Goal E.”
- F. Conduct an assessment of recently planted street trees and assist with a locally-sourced carbon credit project.
- G. Administer Palo Alto Utility Department’s Right Tree in the Right Place Program (RTRP).

Action Plans

CONSULTANT shall perform the Services as follows:

Goal A: Serve as a comprehensive information source about Palo Alto’s trees.

- 1. Provide, and perform timely updates to, comprehensive information on Palo Alto’s trees on the CONSULTANT’s website www.canopy.org. Report quarterly on the number of visits to the website, total number of page views, and traffic numbers by page title. Provide the percentage of traffic generated through key word searches.
- 2. Operate and publicize CONSULTANT’s information and referral “Tree Hotline” where people can phone in or email to ask specific questions about trees. Report quarterly on the number of calls fielded by CONSULTANT’s staff.
- 3. Maintain an online, searchable arborist list of ISA Certified Arborists for distribution to the community.

4. Maintain and enhance the CONSULTANT's online Tree Library.
5. Develop the "Preferred and Restricted Species List" (Program 1.A.ii of the UFMP).
6. Develop site specific species selection protocols to complement the "Preferred and Restricted Species List" such as including a list of tree species acceptable for use in areas where recycled water is or may be used for irrigation (Program 1.A.iii, and 2.C.iii of the UFMP).

Goal B: Educate and motivate Palo Alto residents to plant, care for, and celebrate trees.

1. Prepare, plan and schedule at least eight educational tree walks, including a quarterly 'themed' tree walk in various neighborhoods led by knowledgeable arborists. Update guideline materials for lead arborists and CONSULTANT representatives. Report quarterly on the number of walks conducted, walk locations, and number of attendees.
2. Prepare and schedule at least two public educational programs about trees and/or tree care each year including Arbor Day, Planting Leader Training, Tree Care Training and current relevant topics.
3. Partner with the City of Palo Alto Utilities Department (CPAU) to provide educational materials at area community fairs and events and produce new material on subjects such as tree maintenance, mistakes to avoid, and watering guidelines as needed.
4. Assist the City's Public Works, Urban Forestry Section by distributing CONSULTANT's "Young Tree Care" pamphlet to residents and businesses where new trees were planted.
5. Mail the "Save Our Water and Our Trees" reminder postcard at least once during each summer to each resident with a street tree planted in the last five years. Post the "Save Our Water and Our Trees" banner in a prominent area of the City.
6. Publish and distribute an annual report to the community. Publish monthly TreEnews electronic newsletters. Report quarterly on the number of issues published and types of social media utilized to host TreEnews.
7. Use community events in the field as opportunities to educate participants in proper tree planting and maintenance techniques. Provide volunteer field services for up to 100 public trees. These services may include coordination of community events for planting new trees and care for young trees.
8. Serve as a liaison to the Palo Alto School District (PAUSD) to increase awareness of the value of the trees on school district land, which could include educational events for students.
9. Organize the annual Mayor's Tree Planting event.
10. Comply with all applicable legal and regulatory requirements regarding working with minors, where applicable (including, for example, but not limited to, conducting all required background checks and health screenings).
11. Conduct at least two community plantings per year with trees funded by the City. Regularly inspect and report problems or concerns about the trees in a format compatible with Tree Plotter, the City's urban forestry crowdsourcing data platform.
12. Assist the City in developing open portals for data entry as a way of engaging the

community as partners in stewardship and improving data currency and accuracy; UFMP Program 4.G.iii.

13. Report quarterly on programs including but not limited to tree planting, tree care and education. Provide details on activities, volunteer numbers and hours, educational materials, youth and adult education and outreach.

Goal C: Maintain an organization with a credible, professional identity and high visibility in support of the Palo Alto urban forest. Leverage CITY funding to CONSULTANT with funding from other sources.

1. Conduct donor and membership recruitment to leverage this Agreement and help ensure a broad base of support for the activities relating to the Palo Alto urban forest.
2. Seek participation and support from the commercial and industrial community.
3. Maintain and implement communications strategies.
4. Seek other financial support (e.g., grants) outside of City government to provide increased services to the community and to increase public involvement.
5. Report quarterly on the governance, operations and capacity building to engage new member and increase efficiency.

Goal D: Assist the City of Palo Alto in its planning and performance of routine urban forestry programs on an ongoing basis and with special projects associated with the UFMP.

1. Distribute timely updates about UFMP programs and initiatives to the public via CONSULTANT media sites; Programs 3.A.i. and 3.A.iii of the UFMP.
2. Implement a strategy to increase the number of trees in south Palo Alto by 1,000 over the next three years, including at least three community tree plantings a year. This one-year contract includes funding for 230 trees; Program 1.D.i. of the UFMP. CONSULTANT's responsibilities will include:
 - a. Conducting at least 3 community tree planting events.*
 - Identifying all planting sites
 - Contacting property owners
 - Creating species lists
 - Securing trees at nurseries and coordinating their delivery to Palo Alto
 - Field verifying planting sites and notifying Underground Service Alert (USA) prior to excavation*
 - Purchasing trees and associated planting materials (stakes and ties)
 - Creating and distributing outreach and/or marketing materials to property owners
 - Educating property owners about tree planting including species selection, proper planting techniques, post-planting care, and entering the tree information into the crowdsourced software system

- Coordinating the planting of trees
 - Collecting all refuse materials from planting sites and delivering them to a City-designated pickup site
 - Caring for the newly planted trees through the establishment period
- b. Administering the City's crowdsource software platform, Tree Plotter, to encourage private property owners to enter information about newly planted trees and catalog trees not planted through community tree planting events.

The CITY's responsibilities will include:

- Compiling south Palo Alto right-of-way planting site information and distributing it to CONSULTANT's Project Coordinator in a timely fashion
 - Staging and watering nursery trees from nursery delivery until planting day
 - Delivering 'No Parking' signs and mulch to a pre-designated staging area, and trees to planting sites
 - Picking up refuse materials (nursery stakes, buckets, extra soil, turf and grass) at a pre-designated site post-planting
 - Assisting with information about trees planted on private property submitted as part of required landscape plans
3. The Great Oak Count: Urban Forest Master Plan Programs 2.A.i, 2.A.ii, 2.A.vii, 4.A.xi. The primary goal of the Great Oak Count is to update the Oakwell Survey in order to assess changes in Palo Alto's native oak population since 1997, evaluate their health, recommend actions to improve conditions, and evaluate gaps and opportunities. The analysis of the oak population's evolution combined with the historical oak removal permit data, conducted in partnership with the San Francisco Estuary Institute (SFEI), will help understand patterns and evaluate the effectiveness of the Palo Alto native oak tree protection ordinance adopted in 1996 and provide a basis for developing a plan to re-oak Palo Alto.

Additional goals include:

1. Engaging Palo Alto residents, property owners, landscaping firms, real estate agents, and other audiences, in the appreciation and care for the precious resource resilient and climate-adapted native oaks represent;
2. Addressing scientific questions about how native trees provide ecological and ecosystem services in urban areas and how native oaks, in particular, can combat climate change through long term carbon sequestration at a relatively low water cost.

a. STRATEGY and METHODOLOGY

- Engage the public through interactions with volunteers, the Native

Oak Tree Care door hanger, and online educational resources.

- Provide fun and valuable experiences to volunteers with the goal of obtaining high-quality data and fostering an understanding and appreciation for native oaks and their care, and inspire participation in re-oaking efforts.
- Train “Oak Spotters” and “Tree Plotters” in group events where youth and adults use their skills to contribute to data collection.
- Partner with SFEI to perform sophisticated analysis of data collected in real-time.
- Partner with Acterra, Audubon, and California Native Plant Society to develop educational materials and workshops on native oak woodland ecosystems and tree species in the urban landscape for the public and urban forestry staff.
- Use equipment such as mobile devices and measuring tapes to produce accurate data collection.
- Record data in the Tree-Plotter open data platform.

b. DELIVERABLES

- Engage 250 volunteers, including trained and active Survey Leaders
 - Survey 2,250 oaks, which is 25 percent of the estimated total number of oaks (assuming there are still about 9,000 oaks to survey, based on OakWell Survey data)
 - Tree Plotter enhancement to share the Great Oak Count data with community members, students, decision-makers, City of Palo Alto Staff, and researchers.
 - Integration of the oak-related tree removal permit historical data into the Great Oak Count (and in Tree Plotter), and analysis of permit patterns to inform the assessment of the effectiveness of the tree protection ordinance.
 - Interim results and outreach material to share them with stakeholders.
 - Quarterly report on activities.
4. Preferred and Restricted Species List: Urban Forest Master Plan Programs 1.A.ii, 6.J.vii, 3.A.i, 1.A.iii, 6.B.iv, 1.B.i, 1.A.iv. A Preferred and Restricted Species List will be a helpful tool for staff and property owners, and will benefit South Palo Alto properties. The list will acknowledge differing priorities for public and private trees on different property types, and will consider many tree characteristics in order to create a dynamic and long-lasting tool. Following the creation of this list, site-specific species selection protocols will be developed and shaped into a tool for practical use. Prioritizing species diversity and compatibility with the City Sustainability Plan, and then sharing these tree lists with local commercial tree providers in order to encourage stocking of appropriate tree species. In collaboration with City staff and stakeholders CONTRACTOR will develop a “Preferred and Restricted Species List”.

It will consist of two components: 1. a criteria-based filtering tool and 2. actual lists, current instances obtained by applying the filters. Stakeholders will include various City departments and teams such as the Office of Sustainability and the List will include consideration for the golf course, parks, preserves, open space, and other sites, to encourage the use of appropriate species for these sites.

a. STRATEGY and METHODOLOGY

- Take advantage of currently available tools such as the Canopy Tree Library
- In partnership with City staff, define the specs of the preferred and restricted tree species list, including the type of publication
- Devise a plan and timeline for the creation of the list
- Following the creation of this list, site-specific species selection protocols will be developed and shaped into a tool for practical use, prioritizing species diversity and compatibility with the City Sustainability Plan
- Outreach: The outreach component of this program is incorporated in Goal D.6.

b. DELIVERABLES

- List of trees that are “preferred” and “restricted”
- Species selection protocols, displayed in an online tool, and including rating of query results along the “best fit for specific site” criterion.
- Outreach materials
- Quarterly report on activities.

Goal E: Advocate for Palo Alto’s Urban Forest, *provided that CONSULTANT will not advocate for any CITY contract, funding, initiative, or other CITY action, that may constitute a prohibited financial or other interest by CONSULTANT, in conformity with State and Local laws and regulations regarding conflicts of interest.*

1. Provide comment to City departments, City Council and the public upon review of policies, ordinances, and manuals that may affect the urban forest.
2. Issue letters of support or concern on behalf of City, at City’s request, for projects that positively or negatively impact the City’s trees.
3. Attend Council meetings and provide comments for projects involving practices that may impact the City’s urban forest.
4. Provide comments to news organizations and/or media outlets about trees in Palo Alto when appropriate, with City Project Manager approval.
5. Submit quarterly reports to City on CONSULTANT’s consulting and advocacy activities related to projects involving the City’s urban forest.

Goal F: Conduct an assessment of the health of recently planted City trees and assist with a locally-sourced carbon credit project.

1. Conduct an annual City-wide survey of newly planted street trees and

- report this information to the Public Works Department and residents.
2. Organize and train a cadre of volunteers to monitor the condition of young trees, and perform simple tasks on site (such as adjusting tree ties or moving mounded mulch away from base of a tree trunk, provided that any such task is not in conflict with Section 26 of this Agreement).
 3. Work with the City to integrate survey data into the crowdsourced data platform.
 4. Estimate costs, determine co-benefits, identify partnership opportunities, leverage funding and quantify carbon sequestration for a locally-sourced carbon credit project within the Urban Forest Registry framework.

Goal G: Administer the City Utilities Department's ("City Utilities") Right Tree in the Right Place (RTRP) Program.

1. Advertise, respond to, and screen inquiries about the RTRP program before forwarding requests to the Public Works Department ("PW") for inspection.
2. Administer the process for applicants accepted by the Department of Public Works to participate in the RTRP program, including acceptance notification, removal confirmation, and stump grinding and replanting information at each location. Promote replanting where suitable.
3. Review applications and forward paperwork to City Utilities for applicant reimbursement.
4. Partner with City Utilities and PW Tree Division to extend the RTRP program to businesses.
5. Work with City Utilities to explore growth opportunities for the RTRP program such as exploring greenhouse gas and energy efficiency initiatives, local tree ordinances, and solar access requirements.
6. Provide quarterly summary spreadsheet reports of RTRP activities to City Utilities, and report on information distributed during the City Utility Department's sponsored events or programs.

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

Milestones	Completion Date
Goal A: Serve as a comprehensive information source about Palo Alto trees.	Ongoing
Goal B: Educate and motivate Palo Alto residents to plant, care for, and celebrate trees.	Ongoing
Goal C: Maintain an organization with a credible, professional identity and high public visibility in support of the Palo Alto urban forest.	Ongoing
Goal D: Assist the City of Palo Alto in its planning and performance of routine urban forestry programs on an ongoing basis and with special projects associated with the UFMP.	Ongoing
Goal E: Advocate for Palo Alto’s urban forest.	Ongoing
Goal F: Conduct an assessment of the health of recently planted street trees and assist with a locally-sourced carbon credit project.	Ongoing
Goal G: Administer the Utilities Department’s Right Tree in the Right Place Program (RTRP).	Ongoing
Special Projects:	
Goal D.3: Implement a strategy to increase the number of trees in south Palo Alto by 1,000 over the next three years, including at least three community tree plantings. This contract includes funding for 230 CONSULTANT-planted trees.	1 Year
Goal D.4: The primary goal of the Great Oak Count is to update the Oakwell Survey in order to assess changes in Palo Alto’s native oak population since 1997, evaluate their health, recommend actions to improve conditions, and evaluate gaps and opportunities. Engage 250 volunteers, including trained and active Survey Leaders to survey 2,250 oaks, which is 25 percent of the estimated total number of oaks.	Ongoing

Goal D.5: Create a list of trees that are “preferred” and “restricted”. Create species selection protocols, displayed in an online tool, and including rating of query results along the “best fit for specific site” criterion. Create and distribute outreach materials.

1 Year

EXHIBIT “C” COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The 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 Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE

TASK	NOT TO EXCEED AMOUNT
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1: Basic Services (Individual tasks detailed in Exhibit A)	\$58,210
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- Goal A: Serve as a comprehensive information source about Palo Alto trees.
- Goal B: Educate and motivate Palo Alto residents to plant, care for, and celebrate trees.
- Goal C: Maintain an organization with a credible, professional identity and high public visibility in support of the Palo Alto urban forest.
- Goal D: Assist the City of Palo Alto in its planning and performance of routine urban forestry programs on an ongoing basis and with special projects associated with the UFMP.
- Goal E: Advocate for Palo Alto’s urban forest.
- Goal F: Conduct an assessment of the health of recently planted street trees and assist with a locally-sourced carbon credit project.
- Goal G: Administer the Utilities Department’s Right Tree in the Right Place Program (RTRP).

2: Special Projects - UFMP (Individual tasks detailed in Exhibit A)	
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> • Goal D.3 (Program 1.D.i): South Palo Alto Tree Planting.
Implement a strategy to increase the number of trees in south Palo Alto towards the CITY’s goal of 1,000 added trees over the next three years, including at least three community tree plantings a year. This Agreement is funded for 230 CONSULTANT-planted trees during the term. No additional funds will be available for trees in excess of 230. | \$112,300 |
| <ul style="list-style-type: none"> • Goal D.4 (Programs 2.A.i, 2.A.ii, 2.A.vii, 4.A.xi): The Great Oak Count.
Partial program delivery. The primary goal of the Great Oak Count is to update the Oakwell Survey in order to assess changes in Palo Alto’s native oak population since 1997, evaluate their health, recommend actions to improve conditions, and evaluate gaps and opportunities. Engage 250 volunteers, including trained and active Survey Leaders to survey | \$30,000 |

2,250 oaks, which is 25 percent of the estimated total number of oaks.

- Goal D.5 (Programs 1.A.ii, 6.J.vii, 3.A.i, 1.A.iii, 6.B.iv, 1.B.i, 1.A.iv): **\$25,000**
Preferred and Restricted Species List. Create a list of trees that are “preferred” and “restricted”. Create species selection protocols, displayed in an online tool, and including rating of query results along the “best fit for specific site” criterion. Create and distribute outreach materials.

Sub-total Basic Services and projects	\$225,510.00
Reimbursable Expenses (if any)	\$0
Total Basic Services and Reimbursable expenses	\$225,510.00
Additional Services (if any) (Not to Exceed)	\$0
Maximum Total Compensation	\$225,510.00

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: **None**

EXHIBIT "C-1"
SCHEDULE OF RATES

Canopy Staff	Hourly Rate \$
Executive Director	\$ 135
Program Director	\$ 80
Senior Development Specialist	\$ 80
Development Manager	\$ 55
Education Manager	\$ 55
Community Forestry Coordinator	\$ 55
Community Forestry Coordinator	\$ 55
Program Operations Manager	\$ 55
Interns/ Youth Staff	\$ 25

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	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
YES	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 INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - 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 INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS 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 INSUREDS, 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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP